

*Annexure XVII (12), (Vide Article - 17.10)*

Nistar facilities.  
Extension of - to  
Western Maharashtra and Marathwada  
regions.

GOVERNMENT OF MAHARASHTRA,  
Revenue and Forests Department, 1943/1952  
Resolution No. FCT 1564/2239-Y,  
Sachivalaya, Bombay-400032, 15th January 1968.

RESOLUTION :-

The question of extending the 'Nistar' facilities in vogue in Vidarbha region to the remaining areas of the State was under consideration of Government since some time past. After due consideration Government has decided to bring about uniformity in this regard. Government is accordingly pleased to direct that the condition attached as an accompaniment to this Government Resolution providing for supply of 'Nistar' material, should be incorporated in the annual sale notices of coupes and Agreement Bonds in the Western Maharashtra and Marathwada Regions comprising of Thane, Poona, Nasik and Aurangabad Circles, with effect from the financial year 1968-69.

2. The Government Resolution issues with the concurrence of the Finance Department vide that department un-official reference No. 22772-14/III, dated 30th December 1966.

By order and in the name of the Governor of  
Maharashtra.

Sd/-  
(M.K. THAKUR)  
Under Secretary to Government.

Accompaniment : Condition for supply of Nistar.

To

The Chief Conservator of Forests, Maharashtra State,  
Pune.  
All Commissioners,  
All Collectors,  
All Divisional Forest Officers and Sub-Divisional  
Range Officers in-charge of independent sub-  
divisions,  
The Accountant General, Maharashtra State, Bombay.  
The Senior Deputy Accountant General, Nagpur.  
The Finance Department (Branch III),  
All other Departments of Sachivalaya,  
Director of Publicity with a request to issue a  
press note.  
2 and 2 Branches of Revenue & Forests Department,  
Y Branch (Select file) with 5 copies.

No. of 1968.

Copy forwarded for information and guidance to:-

CONDITIONS OF NISTAR .

Condition No.

1. 'Nistar' means the concession granted for removal from forest coupes on payment at stipulated rates, specified forest produce for bonafide domestic use, but not for barter or sale.

2. The forest contractor shall collect and make available to the agriculturists and villagers the Nistar material specified below at the Nistar rates fixed by the Divisional Forest Officer in consultation with the Collector. The rates so fixed shall not exceed 50% of the market ~~xxxxxx~~ rate of Nistar material of the same kind.

(1) All timber below 60 centimetres in girth at-breast height:

(a) The Forest contractor shall fell all the poles in the coupes. All these poles will be inspected at stump site by an officer deputed by the Divisional Forest Officer who will mark out the poles to be set aside for Nistar sales and classify such poles according to quality into two classes.

(b) The forest contractor shall collect all such poles at not more than one depot per sub coupe before the 31st January. In these depots the poles should be stacked separately according to species, quality and girth classes as under:-

Species:- Teak, Class I species other than teak, Class II species and Class III species as specified in the sale notice.

Quality: 1st and 2nd.

Girth:- (a) Below 25 cms. (b) between 25 and 30 cms.  
(c) between 30 cms. and 40 cms.  
(d) between 40 cms. and 50 cms.  
(e) between 50 cms. and 60 cms. and  
(f) 60 cms. and above.

The forest contractor shall not be allowed to remove any timber below 60 cms. unless and until he has completed stacking of the requisite number thereof as prescribed by \_\_\_\_\_ from time to time.

(c) on producing the material as above, it will be verified by the Range Forest Officer who will regrade it, if necessary and get the poles, ~~and~~ serially numbered.

(d) The forest Contractor shall provide at his own cost labour and other facilities for the purpose of collection and removal of Nistar and if the forest contractor fails to provide all the facilities as above, the Range Forest Officer shall make alternate arrangements at the forest contractor's cost.

(iii) Firewood in stacks equal to 50 percent of the estimated yield of the coupe area, each stack not being less than 2m x 1m x 1m. equal to 2 cubic metres.

(iii) Khod timber for sale to agriculturists and other villagers for their bonafide Nistar purposes.

3. Firewood, 'Khod' timber and 'Teak' shall be made available from sub C.NO.1 by the 1st January from sub C.NO.2 by the 1st February, and from sub C.NO.3 by the 1st March.

4. If the coupe is subdivided into 4 sub coupes/sections the firewood 'Khod' timber and Teak therefrom shall be made available in the 1st and 2nd sub-coupe/sections by the 1st January from the 3rd sub-coupe/section by the 1st February, and from the 4th sub-coupe/section by the 1st March.

5. The Divisional Forest Officer shall intimate the

number of timber pieces by species and the quantities of firewood and 'khod' which the forest contractor is bound to cut and collect in the above manner when granting permission to the forest contractor <sup>to</sup> ~~at~~ commence his work.

6. (i) For the purposes of such sale to the agriculturists and other villagers, timber (poles both teak and non teak) and 'khod' timber shall be stacked at a suitable and convenient place in every such coupe in the contract area (not more than one in each sub coupe and firewood shall be stacked at more places in each sub coupe) of the said area provided that each such place is easily accessible and ~~of~~ <sup>stacks</sup> of teak wood for Sonars, Sutars and Lohars are kept separate.

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ii) The sale of the Nistar material from each sub coupe shall commence after obtaining prior written permission of the Divisional Forest Officer immediately after its verification by the said officer or the <sup>staff appointed by him for the pur</sup> ~~verification~~ of the stock in each case being completed within a period of 15 days of the dates mentioned in conditions 3 and 4 above.

iii) The forest contractor shall sell the Nistar material to the agriculturists and other villagers possessing permits issued in that behalf by the authority entrusted with the work up to the extent entered in each such permit or directed by the Divisional Forest Officer. Such permits shall be preserved by the forest contractor to whom it is issued.

(iv) The forest contractor shall carry on sales either by himself or through his agent on such days in every week except the bazar day as may be fixed by the Divisional Forest Officer. The forest contractor shall maintain accounts of daily sales in the manner prescribed by the Divisional Forest

Officer. The account of the sales and permits shall be made available for inspection to the Divisional Forest Officer or his staff at all times during the period of the contract. A copy of the final account and all permits in original shall be submitted by the Forest Contractor to the Divisional Forest Officer within ten days of the termination of sales to the agriculturists and other villagers.

(v) Sales to the agriculturists and other villagers will continue upto the 30th April of each year. Thereafter the forest contractor shall be at liberty to dispose of the unsold firewood and 'Khod' in any manner he likes, after obtaining prior permission in writing of the Divisional Forest Officer which he must apply at least a fortnight before the expiry of the period of sale. Poles both teak and non teak shall be taken over by the Divisional Forest Officer on payment to the forest contractor at nistar rates referred to in condition 2 hereof if they are not required by the forest contractor. However, in case the contractor wishes to take them over, he may do so at the discretion of the Divisional Forest Officer and on payment of value thereof at nistar rates referred to in condition 2 hereof. The nistar rates referred to in condition No. 2, shall be 50 percent of the market rates as fixed by the Divisional Forest Officer in consultation with the Collector concerned.

(vi) The forest contractor shall submit the accounts of sales of the Nistar material to the Divisional Forester Officer and the Range Forest Officer concerned by the 5th of every month in the form prescribed by the Divisional Forest Officer.

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(vii) The decision of the Divisional Forest Officer in respect of all matters referred to in the conditions herein before mentioned shall be final and binding on the forest contractor.

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