

**GOVERNMENT OF MIZORAM
LAND REVENUE & SETTLEMENT DEPARTMENT**

Aizawl, the 9th September, 2025

NOTIFICATION

No. A.36011/7/2025-LR&S: Whereas, Rule 7(5) & 10(5) of *The Mizoram (Land Revenue) Rules, 2013* explicitly provides the condition for transfer of leased land and Periodic Patta and that transfer of leased land or periodic patta is not permissible between private individuals or private entities in normal circumstances. Rule 7 (12) & 10 (10) of the said Rules also provides that the leased land or periodic patta should be surrendered to the Government of Mizoram if the lessee has no further use of the land for which it was leased or allotted. The surrender of the leased land or periodic patta to the State Government clearly implies its automatic inclusion in the Government land bank.

2. And whereas, as per Section 20 of *The Mizoram (Land Revenue) Act, 2013* and Rule 26 of *The Mizoram (Land Revenue) Rules, 2013*, it is mandatory for the lessee or periodic patta holder to submit a notice of relinquishment of the leased land or periodic patta in Form 10 to the concerned District Revenue Officer, if the lessee or the periodic patta holder has no further use of the land.

3. And whereas, it has come to the notice of the Government that certain lessee or periodic patta holder, upon ceasing to utilize the land for the intended purpose or having no requirement of the land, have entered into unauthorized arrangements with private individuals or entities. Also, it has come to the notice of the Government that, prior to formal submission of the notice of relinquishment, certain lessees or periodic patta holder had engaged in financial arrangements with interested parties, accepting monetary compensation. These agreements are made with the tacit intent that, upon relinquishment, such interested parties eventually stake a claim for the same parcel of land, which will eventually become vacant or unallocated Government land.

4. And whereas, upon completion of the relinquishment process of the land, the same vacant plot is subsequently applied for by individual(s) who had prior financial arrangements for transfer of interests upon the said land with the former lessee or periodic patta holder, seeking issuance of a land pass from the Government. Such practices, wherein land passes are applied upon relinquished leased land or periodic patta, obviate the necessity to have conveyance or sale deed between the two parties for issuance of land passes on such relinquished land. Consequently, no separate registration fee or stamp duty is levied by the

Department. Apparently, new land passes are being issued upon such land without any formal deed, while in reality, an informal agreement, often involving monetary consideration, had already been made between the previous lessee or periodic patta holder and the later land applicant. This results in financial loss to the Government exchequer.

5. And whereas, in cases, in addition to those stated in the preceding paragraphs, where a plot of land is either vacant, or where only a Village Council House Site Pass exists, or where the land is under informal possession, i.e., occupied without any legal title, it has been the usual practice to apply for a Revenue Pass issued by the Department through the prescribed form, and no stamp duty or registration fee is levied on such applicants. In actual practice, notwithstanding the fact that such Village Council Passes or informal possession of any vacant land do not confer legal title or proprietary rights upon the holder, the pass holder is nevertheless purported to have an interest or stake in the subject land. Accordingly, financial agreement is often effectuated between the said VC Pass holder and the prospective land applicant, as enumerated in paragraph 3 herein. Pursuant to Section 17(1)(b) of the Registration Act, 1908, any document that purport to create, declare, assign, or in any manner conveys any right, title, or interest in immovable property, whether at present or future, is mandatorily registrable. Accordingly, allotment of land in such cases, shall not be deemed enforceable unless and until such registration is duly effected under the provisions of the Act.

6. And whereas, Section 17(1) of The Registration Act, 1908 clearly specifies the categories of documents that are compulsorily registrable to the State Government. That in instances where mutual agreements, as referred to in Paragraphs 3, 4, and 5, have been entered into between the concerned parties, such instruments fall within the scope of Section 17(1)(b) of The Registration Act 1908, thereby making their registration mandatory under the provisions of the said Act.

7. Now, therefore, the Governor of Mizoram is pleased to notify that in cases where mutual agreements, as referred to in paragraphs 3, 4, and 5, have been duly executed between the concerned parties, stamp duty shall be levied on such instruments under the provisions of Article 5 of Schedule 1 of The Indian Stamp Act, 1899 (*in its application to the State of Mizoram and as amended from time to time*) and shall be deemed to constitute a conveyance within the meaning of Section 2(10) of the Indian Stamp Act, 1899. Accordingly, the applicant shall be liable to pay the applicable stamp duty and registration fee, as prescribed under Article 23 of Schedule 1 of the Indian Stamp Act, 1899 (*in its application to the State of Mizoram and as amended from time to time*), based on the market value

of the land or the consideration amount agreed upon between the parties, whichever is higher. The provisions of this Notification shall apply to agreements made in respect of the following cases:

- 1) Application for Land Lease or Periodic Patta on relinquished land.
- 2) Application of Land Passes on relinquished land.
- 3) Application for Land Passes (exclusively on land wherein VC Pass were issued prior to it).
- 4) Application for Land Passes (exclusively on land where no pass exists but wherein some persons have purportedly an interest or stake).

Sd/- VANLALMAWIA

Secretary to the Govt. of Mizoram
Land Revenue & Settlement Department

Memo No. A.36011/7/2025-LR&S : Aizawl, the 9th September, 2025

Copy to:

1. Secretary to Governor of Mizoram.
2. P.S to Chief Minister, Mizoram.
3. P.S to Speaker/Ministers/Deputy Speaker/Ministers of State/Leader of Opposition/Vice-Chairman, State Planning Board.
4. All Members of Legislative Assembly, Mizoram.
5. Sr. P.P.S to Chief Secretary.
6. All Administrative Heads/Head of Departments.
7. District Collector, Aizawl / Lunglei / Champhai / Kolasib / Serchhip / Mamit / Saitual / Khawzawl / Hnahthial district.
8. Controller of Printing & Stationeries, Mizoram with 2 (two) spare copies and softcopy (sent via email) for publication in the Mizoram Gazette Extra Ordinary.
9. All Settlement Officers, Land Revenue & Settlement Department.
10. Guard file.

Digitally signed by
Lalhruai Tluanga
Date: 09-09-2025
17:07:46

(LALHRUAI TLUANGA)

Under Secretary to the Govt. Of Mizoram
Land Revenue & Settlement Department

Model Agreement - I

**DEED OF AGREEMENT (MEMORANDUM OF AGREEMENT) FOR
ALLOTMENT OF HOUSE SITE AT RELINQUISHED LAND**

This agreement is made on this day of _____, _____, 20____ between previous lessee/P.Patta holder _____ of the relinquished land bearing DPL/DLP/MLL No./P.Patta No. _____ (hereinafter called 'the relinquisher') and Pi/Pu _____ for allotment of House Pass/Land Lease/P.Patta on the same plot of land after relinquishment (hereinafter called 'proposed assignee'), subject to approval of the State Government under the Land Revenue laws in force.

Whereas, the relinquisher was allotted DPL/DLP/MLL/P. Patta no. _____ by Land Revenue & Settlement Department, situated at _____ for the purpose of _____. That the land was no longer in use by the relinquisher, the said Land Lease Certificate was relinquished/intended to be relinquished to the concerned Revenue Officer, subject to the approval of the Government.

And whereas, accordingly, the relinquisher hereby voluntarily and unconditionally relinquishes all rights, title, and interest in the above-mentioned land to the Government and hereby affirms that the said land is free from all encumbrances, disputes, mortgages, and legal claims.

And whereas, the State Government had now, every right to allot the land to any person deemed fit for allotment or liable to be included in the land bank on its relinquishment, as per The Mizoram (Land Revenue) Act, 2013.

And whereas, the relinquisher had agreement with the proposed assignee to apply for the allotment of house site/land lease/P. Patta in the favour of the proposed assignee, for a consideration amounting to Rupees _____ on the relinquished portion of land, which is liable to be included in the Government land bank on its relinquishment. This agreement purport or operate, assign, whether in present or in future, any right, title or interest, whether vested or contingent, to the said immovable property.

Now, therefore, the relinquisher and the proposed assignee, namely _____ have entered into an understanding that, in the event of application of land pass on the relinquished land, the proposed assignee shall bear the liability of paying the applicable stamp

duty and/or registration fee to the State Government, as prescribed under para. 7 of Government Notification vide No. A.36011/7/2025-LR&S dt.____.08.2025.

This agreement shall not be construed as mandating the compulsory allotment of the relinquished land in favour of the proposed assignee. The sole discretion in this matter rests with the State Government, whose decision shall be final and binding.

Schedule of property:

Pass No. -

Location -

District -

Area -

Boundaries:

North -

South -

East -

West -

**Signature and name
of the relinquisher
Phone no. -**

**Signature and name
of the proposed assignee
Phone no. -**

In the presence of:

1)

2)

Model Agreement - II

**DEED OF AGREEMENT (MEMORANDUM OF AGREEMENT) FOR
ALLOTMENT OF LAND PASS WHERE VILLAGE COUNCIL PASS EXIST**

This agreement is made on this day of _____, _____, 20__ between _____ holder of Village Council Pass No. _____ (hereinafter called 'VC Pass Holder') and Pi/Pu _____ (hereinafter called 'the proposed assignee') for allotment of House Site/Land Lease/P. Patta on the same plot of land, subject to approval of the State Government under the State Revenue Laws in force.

Whereas, the VC Pass holder had agreement with the proposed assignee to apply for the allotment of house site in favour of the proposed assignee on the same portion of land, which purport or create, operate, assign, whether in present or in future, any right, title or interest, whether vested or contingent, to the said immovable property.

And whereas, Pu/Pi _____, being the holder of Village Council Pass No. _____ issued by the _____ had executed an agreement with Pu/Pi _____, the proposed assignee, agreeing to assign and transfer the occupancy rights appurtenant to the said Village Council Pass, for a consideration amounting to Rupees _____.

Now, therefore, the VC Pass holder and the proposed assignee, namely _____, have entered into an understanding that, in the event of application of Government land pass by the proposed assignee, the proposed assignee shall bear the liability of paying the applicable stamp duty and registration fee to the State Government, as prescribed under para. 7 of Government Notification vide No. A.36011/7/2025-LR&S dt.____.08.2025.

This agreement shall not be construed as mandating the compulsory allotment of the relinquished land in favour of the proposed assignee. The sole discretion in this matter rests with the State Government, whose decision shall be final and binding.

Schedule of property:

Pass No. -

Location -

District -

Area -

Boundaries:

North -

South -

East -

West -

**Signature and name
of the VC Pass Holder
Phone no. -**

**Signature and name
of the proposed assignee
Phone no. -**

In the presence of:

1)

2)

Model Agreement - III

**DEED OF AGREEMENT (MEMORANDUM OF AGREEMENT) FOR
ALLOTMENT OF LAND PASS WHERE NO PASS EXIST**

This agreement is made on this day of _____, _____, 20__ between Pi/Pu _____ (hereinafter, called as 'Assignor') and Pi/Pu _____ (hereinafter, called as 'Assignee').

Whereas, the assignor is in informal, physical possession of a parcel of land measuring approximately _____ (area), located at _____, and has been in uninterrupted possession thereof, for a number of years without any legal title, allotment, or pass issued by any competent authority.

And whereas, the Government had now, every right to allot the land any person deemed fit for allotment as per The Mizoram (Land Revenue) Act, 2013.

And whereas, the assignor had agreement with the assignee to apply for the allotment of Government land pass in the favour of the assignee on the same portion of land, which purport or create, operate, assign, whether in present or in future, any right, title or interest, whether vested or contingent, to the said immovable property.

And whereas, Pi/Pu _____, the assignor, had executed an agreement with Pi/Pu _____, the assignee, agreeing not to further claim possession of the said land and undertakes not to assert any future claim thereto, for a consideration amounting to Rupees _____.

Now, therefore, the assignor and assignee have entered into an understanding that, in the event of application of Government land pass by the assignee, the assignee shall bear the liability of paying the applicable stamp duty and registration fee to the State Government, as prescribed under para. 7 of Government Notification vide No. A.36011/7/2025-LR&S dt.____.08.2025.

This agreement shall not be construed as mandating the compulsory allotment of the said land in favour of the assignee. The sole discretion in this matter rests with the State Government, whose decision shall be final and binding.

Schedule of property:

Location -

District -

Area -

Boundaries:

North -

South -

East -

West -

**Signature and name
of the Asignor
Phone no. -**

**Signature and name
of the assignee
Phone no. -**

In the presence of:

1)

2)