

APPENDIX X.

SALE NOTICE FOR LEASE OF GRASS AND USUFRUCT OF TREES, ETC.

Notice is hereby given that the right of.....in the sources described in the annexed schedule for a period of..... from.....will be sold in public auction by the at.....on the day of the at..... O'clock subject to the conditions hereinafter setforth.

Conditions of sale.

1. Any person or body intending to bid must deposit a sum of Rs..... as earnest money with the selling officer on or before the date of sale. Such of the persons as have not complied with this condition will not be permitted to bid at the auction.
2. No one will be allowed to bid for another person unless he holds a power of-attorney from him and produces the same for the inspection of the selling officers when demanded by him.
3. The sale will ordinarily be knocked down to the highest bidder, but the right is reserved to the officer conducting the sale to reject any bid without assigning any reasons therefor.
4. The earnest money deposited by unsuccessful bidders will be returned to them at the close of the sale and that of the successful bidder will be treated in the manner laid down in clause 9 below.
5. The sale will not be considered as completed unless it is confirmed by thewho reserves the right to refuse to confirm the sale without assigning any reasons therefor.
6. The successful bidder will not be permitted to do any act under the lease until the sale is confirmed by theand until conditions 7 and 8 below are fulfilled.
7. Immediately after a bid is accepted by the officer conducting the sale, the successful bidder shall deposit on the spot a sum equal to—
 - (i) 25 per cent of the lease amount for one year, if the lease is for a period of more than one year and for a sum exceeding Rs. 100 on the whole, or.
 - (ii) 25 per cent of the total lease amount, if the lease is for one year or less or for a sum not exceeding Rs. 100.
8. (a) In the first case referred to in clause 7, the above successful bidder shall within one week of the date of receipt of the order of confirmation by the competent authority, execute at his own cost an agreement (duly stamped) in the annexed Form No. 1. Such successful bidder shall also pay the balance of 75 per cent of the lease amount for the first year within one week of his signing the agreement and the amount due for each of the succeeding years of the lease within the first week of each year.
- (b) In the second case, the successful bidder shall pay the balance of 75 per cent of the total lease amount within one week of the date of receipt of the order of confirmation by the competent authority. The successful bidder need not, however, execute an agreement as in the first case but the enjoyment of the lease shall be on the terms laid down in the form of agreement applicable to the first case;

Provided however, that if the successful bidder is a village panchayat such panchayat shall in all cases and irrespective of the duration of or the rent payable under the lease and within the time limited in sub-clause (a) above execute an agreement (duly stamped) in Form No. 1 annexed hereto with such modifications as may be necessary. Such panchayat shall also within such period execute a supplemental agreement in Form No. 2 annexed hereto. The balance of the lease amount due by the panchayat shall be paid within the period provided in sub-clause (a) or (b), as the case may be.

9. If the lease is for a sum exceeding Rs. 100, the successful bidder shall also deposit as security for the due fulfilment of the conditions of the lease a sum equal to 5 per cent of the total lease amount for the entire period of the lease. The earnest money paid by the successful bidder at the time of the sale will be retained and credited towards the security deposit. If the earnest money is more than the required security deposit, the excess will be refunded to the successful bidder, after conditions 7 and 8 have been fulfilled. If, on the other hand the earnest money is less than the required security deposit, the difference shall be paid by him before his signing the agreement. The security deposit will be refunded to him on the expiry of the full period of the lease if the conditions of the lease have been duly fulfilled.

Provided, however, that if the successful bidder is a village panchayat no security deposit shall be demanded from or paid by such panchayat. The earnest money paid by such panchayat under the provisions of clause 1 above shall be returned to the panchayat after conditions 7 and 8 have been fulfilled.

10. In the event of failure on the part of the successful bidder to comply with conditions 7, 8 and 9 above or any of them, the sale stand cancelled and a resale held and the earnest money and other amounts, if any, already paid will be forfeited. It shall not be incumbent upon the selling officer to give notice of such cancellation or resale to the defaulting bidder. Resales under this condition will be at the risk of the defaulting bidder who will have no claim to the profit, if any, on account of sum resale and who, in the event of loss, will be required to make good the difference between the total amount payable by him for the whole period under the terms of the original sale and the total amount payable by the successful bidder at the resale. In the later case, the forfeited amounts will be deducted from the amount of loss arising from the resale and the balance, if any, with interest at 12 per cent per annum will be recoverable from him as arrears of revenue under the provisions of the Revenue Recovery Act.

11. The conditions mentioned above are intended solely for the benefit of the Government of Tamil Nadu with a view to safeguard their interests and so any omission on the part of the officers acting on behalf of the Government to enforce them strictly and any indulgence or concession that may be granted to the licensee with or without notice shall not affect the rights of the Government to enforce them (the conditions) against the licensee and shall not afford the licensee a right to plead such omission, indulgence or concession as a bar to any action may be brought by the Government in respect thereof.

**AGREEMENT FORM FOR LEASE OF GRASS ON GOVERNMENT LANDS OTHER THAN COMPOUNDS
OF GOVERNMENT BUILDINGS.**

This Indenture made the.....day of.....
One thousand nine hundred and.....between the
Governor of Tamil Nadu (hereinafter called the Governor which expression shall
where the context so admits include his successors in office and assigns) of the
one part andson of.....residing at the village
of.....taluk ofin the district
of.....(hereinafter called the licensee
which expression shall where the context so admits include his heirs executors
administrators and legal representatives) of the other part.

WHEREAS the ownership of the lands situated in Survey No.....in the
village of.....in the registration district of
.....and registration sub-district of.....
more particularly described in the schedule thereto vests
in Governor for the purposes of the Government of Tamil Nadu and WHEREAS
the Governor has agreed to grant a licence and the licensee has agreed to accept
the licence WHEREAS the licensee has paid the sum of Rs.....as
and for security for the fulfilment and observance by him of the conditions covenants
and stipulations contained in these presents.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:—

I. In pursuance of the said agreement and in consideration of the covenants
and agreements on the part of the licensee hereinafter contained the Governor
doth hereby grant unto the licensee the sole and exclusive right to cut all the grass
now growing or that may hereafter during the period of this licence grow on
all that piece or parcel of land more particularly described in the schedule hereto
and delineated and marked on the map or plan hereto annexed and coloured
.....thereon for the term of
years from the.....day of.....198
yielding and paying therefor yearly the sum of Rs.....

II. The licensee hereby agrees with the Governor.

(1) to pay to the Government of Tamil Nadu (hereinafter called the Govern-
ment) the sum of Rs.....the balance due in respect of the first
yearly payment on or before the.....day of.....
.....198 ;

(2) to pay the subsequent yearly payments on or before the.....
day of.....in each year. Provided however that if the

†If the licensee is a village panchayat, the second party to the indenture should
be mentioned as "the village panchayat of village in the taluk of.....
in the district of....."

(hereinafter called the licensee, which expression where the context so admits shall
include its successors and assigns) of the other part".

The recital clause within brackets should be omitted if the licensee is a
village panchayat.

licensee shall fail to pay to the Government the rent and other amounts (if any) payable under these presents on the respective dates on which they are made payable hereunder the Licensee shall pay interest at 12 per cent per annum on the such amounts from the dates on which they were so payable up till the date of payment to recovery;

(3) to permit the agents and the officers and servants of the Government together where necessary with workmen and appliances to enter upon the said lands the subject-matter of this licence and cut and remove there from all such quantity of grass as may be required for use by any officer of the Public Works Department or dig and remove therefrom any earth or soil and the licensee shall not be entitled to any compensation in respect of the grass or soil so removed;

(4) to use said lands only for the purposes aforesaid and not for any other purpose;

(5) to permit the officers and servants of the Government with or without workmen or others at all times to enter upon the lands aforesaid to view the condition and state thereof;

* (6) not to assign or underlet the benefits arising under the licence or any part thereof without first obtaining the written consent of;

(7) not to allow cattle to grass on the said lands or dig up or allow to be dug up any grass by its roots;

(8) not to obstruct people or cattle from passing along the usual paths on the said lands or any annoyance to same.;

(9) not to claim any refund of the money paid under these presents on account of earth being thrown on the banks or berms of pits dug and of materials stacked on the said lands.

(10) to deliver up to the Government at the expiration or sooner determination of the said term of this licence the premises the subject matter of the licence in all respects in such state and condition as shall be consistent with the due performance of the several covenants herein contained.

III. The Governor covenants with the licensee as follows:—

(1) To permit the licensee on his observing and performing the several covenants and stipulations on his part contained to peaceably and quietly hold and enjoy the licence hereby granted during the term hereby created without any lawful interruption from the Government or any person rightfully claiming under or in trust for them.

‡ (2) to return to the licensee the sum of Rs.....deposited by the licensee as hereinbefore mentioned or such portion thereof as may be returnable to him on the expiration or sooner determination of the term hereby created.

* Clause 6 in paragraph II should be omitted (the subsequent clauses being re-numbered) if the licensee is a village panchayat.

‡ Clause 2 of paragraph III should be omitted if the licensee is a village panchayat

IV. It is hereby expressly agreed and declared—

(a) that should the licensee fail to pay the annual rent or be guilty of a breach or non-observance of the covenants conditions and stipulations on his part to be observed and performed then and in any such case the Executive Engineer..... Division, may at any time thereafter in addition to and without prejudice to his other rights and remedies determine this agreement by notice in writing addressed to the licensee and shall be at liberty to sell by public auction or private sale the rights of the licensee under this agreement and be entitled to and retain the whole amount for which the said rights shall be sold. Should, however, the same be less than the amounts payable by the licensee under terms of this agreement for the whole term thereof the Government shall be entitled (to make good the difference from the deposit made by the licensee and to recover any balance that there may be still remaining due from the licensee);

(b) that the annual rent and other amounts payable under this agreement may be recovered by the Government as arrears of Government revenue under the Revenue Recovery Act;

(c) that in the event of the failure by the licensee to fulfil any of the terms of this agreement he shall * (forfeit the deposit made by him as security and will also pay to the Government any damages occasioned to the Government by reason of any breach of the covenants and conditions herein contained;

(d) the officers and servants of the Government and any lessee from the Governor or person employed or authorized by such lessee shall have liberty and power to enter into and upon the said lands the subject-matter of this licence and to do such acts and things thereon as the Government or their duly authorized officers may think fit or authorize but without prejudice to the rights of the licensee under these presents and the licensee shall not claim or be entitled to any compensation or abatement of the rent payable hereunder in respect thereof unless the Superintending Engineer, Circle, considers that the same is payable;

(e) that if any dispute or difference shall at any time hereafter arise between the Government or their officers on the one part and the licensee as to the rights duties or liabilities of either party in respect of any matter or thing relating to or arising out of these present or the construction or the meaning of all or any of the provisions herein contained the said dispute or difference shall be referred for settlement to the arbitration of and his decision therein shall be final, provided that either party refer the dispute to the said arbitrator; provided also, that in cases where the Executive Engineer has entered into the contract on behalf of the Governor of Tamil Nadu, the dispute or difference shall be referred by the Executive Engineer, for the time being and in other cases by any officer authorised in this behalf by the Government of Tamil Nadu.

* If the licensee is a village panchayat, then, for the words within brackets in clause (a) of paragraph 4, the words "to recover the difference from the licensee" should be substituted; and the words within brackets in clause (c) of the same paragraph should be omitted.

IN WITNESS WHERE OF

acting on behalf of and by the order and direction of Governor of Tamil Nadu and the licensee have hereunto set their hands and seals the day and year first written.

The Schedule above referred to.

SIGNED, sealed and delivered by the
above named

presence of

in the

SIGNED, sealed and delivered by the
abovenamed

presence of

in the

AGREEMENT FORM FOR LEASE OF GRASS IN THE COMPOUNDING OF BUNGALOWS.

THIS INDENTURE made the.....day of.....
One thousand nine hundred and.....
GOVERNOR OF TAMIL NADU (hereinafter called the Governor which expression shall where the context so admits include his successors in office and assigns) of the one part and *son of
.....residing at the village of.....
taluk of.....in the district of.....
hereinafter called the licensee which expression shall where the context so admits include his heirs executors administrators and legal representatives) of the other part.

WHEREAS the ownership of the lands situated in Survey No.....
in the village of.....in the Registration District of.....and
Registration Sub-District of.....more particularly described
in the schedule hereto vests in the Governor for the purpose of Government of Tamil Nadu AND WHEREAS the Governor has agreed to grant a licence and the licensee has agreed to accept the license hereinafter described on the terms and condition hereinafter contained † (AND WHEREAS the licensee has paid the sum of Rs.....
as and for security for the fulfilment and observance by him of the conditions covenants and stipulations contained in these presents).

NOW THIS INDENTURE WITNESSETH AS FOLLOWS—

I. In pursuance of the said agreement and in consideration of the covenants and agreement on the part of the Licensee hereinafter contained the Governor doth hereby grant unto the Licensee the sole and exclusive right to cut all the grass now growing or that may hereafter during the period of this licence grow on all that piece or parcel of land more particularly described in the schedule hereto and delineated and marked on the map or plan hereto annexed and colouredthereon for the term of.....
years from the.....day of.....198
yielding and paying there for yearly the sum of Rs.....

* If the licensee is a village panchayat, the second party to the indenture should be mentioned as "The Village panchayat of.....village in taluk of.....in the district of.....
(hereinafter called the licensee, expression where the context so admits shall include its successors and assigns, which of the other part"

† The recital clause within brackets should be omitted if the Licensee is a village panchayat.

II. The Licensee hereby agrees with the Governor.—

(1) To pay to the Government of Tamil Nadu (hereinafter called the Government) the sum of Rs.....the balance due in respect of the first yearly payment on or before the.....day of.....
.....193.....

(2) To pay the subsequent yearly payment on or before the.....
.....day of.....in each year. Provided however that if the Licensee shall fail to pay to the Government the rent and other amounts (if any) payable under these presents on the respective dates on which they are made payable hereunder the Licensee shall pay interest at 12 per cent per annum on such amounts from the dates on which they were so payable up till the date of payment of recovery.

(3) To permit the agents and the officers and servants of the Government together where necessary with workmen and appliances to enter upon the said lands the subject matter of this licence and cut and remove there from all such quantity of grass that may be required for use by any officer of the Public Works Department or dig and remove there from any earth or soil and the Licensee shall not be entitled to any compensation in respect of the grass or soil so removed.

(4) To use the said lands only for the purposes aforesaid and not for any other purpose.

(5) To permit the officers and servants of the Government with or without workmen or others at all times to enter upon the lands aforesaid to view the condition and state thereof.

(6) To remove grass by moving only and only between the hours of 7 a.m. and 5 p. m. on each day.

(7) Not to remove grass from the garden area or use spades for scraping the grass.

(8) Not to allow cattle to graze in the compounds.

(9) * Not to assign or underlet the benefits arising under this licence or any part thereof without first obtaining the written consent of.

(10) Not to allow cattle to graze on the said lands or dig up or allow to be dug up any grass by its roots.

(11) Not to obstruct people or cattle from passing along the usual paths on the said lands or cause any annoyance to same.

(12) Not to claim any refund of the money paid under these presents on account of earth being thrown on the banks or berms of pits dug and of material stacked on the said lands.

* Clause (9) in paragraph II should be omitted (the subsequent clauses being re numbered) if the Licence is a village panchayat,

(13) To deliver up to the Government for and on behalf of the Governor at the Expiration or sooner determination of the said term of the licence the premises the subject-matter of the licence in all respects in such state and condition as shall be consistent with the due performance of the several covenants herein contained.

III. The Governor covenants with the Licensee as follows:—

(1) To permit the Licensee on his observing and performing the several covenants and stipulations on his part contained to peaceably and quietly hold and enjoy the licence hereby granted during the term year created without any lawful interruption from the Government or any person rightfully claiming under or in trust for them.

(2) * To return to the licensee the sum of Rs..... deposited by the Licensee as hereinafter mentioned or such portion thereof as may be returnable to him on the expiration or sooner determination of the term hereby created.

IV. It is hereby expressed agreed and declared—

(a) that should the Licensee fail to pay the annual rent or be guilty of a breach or non-observance of the covenants, conditions and stipulations on his part to be observed and performed then and in any such case the Executive Engineer... Division, may at any time thereafter in addition to and without prejudice to his other rights and remedies determine this agreement by notice in writing addressed to the Licensee and shall be at liberty to sell by public auction or private sale the rights of the Licensee under this agreement and be entitled to and retain the whole amount for which the said rights shall be sold. Should however the same be less than the amounts payable by the Licensee under the terms of this agreement for the whole term thereof the Government shall be entitled (†to make good the difference from the deposit made by the Licensee and to recover any balance that there may be still remaining due from the Licensee);

(b) that the annual rent and other amounts payable under this agreement may be recovered by the Government as arrears of Government revenue under the Revenue Recovery Act;

(c) that in the event of the failure by the Licensee to fulfil any of the terms of this agreement he shall†(forfeit the deposit made by him as security and will also) pay to Government any damages occasioned to the Government by reason of any breach of the covenants and conditions herein contained;

(d) the officers and servants of the Government and any lessee from the Government of person employed or authorised by such lease shall have liberty and power to enter into and upon the said lands the subject - matter of this licence and to do such acts and things thereon as the Government or their duly authorized officers may think fit or authorize but without prejudice to the rights of the Licensee under these presents and the Licensee shall not claim or be entitled to any compensation or abatement of the rent payable hereunder in respect thereof unless the Superintending Engineer considers that the same is payable; Circle,

* Clause (2) of paragraph III should be omitted if the Licensee is a village panchayat

† If the Licensee is a village panchayat, then, for the words within brackets in clause (1) of paragraph IV the words "to recover the difference from the Licensee" should be substituted and the words within brackets in clause (3) of the same paragraph should be omitted.

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(e) that in any dispute or difference shall at any time hereafter arise between the Government or their officers on the one part and the Licensee of the other part as to the rights duties or liabilities of either party in respect of any matter or thing relating to or arising out of these presents or the construction of meaning of all or any of the provisions herein contained the said dispute or difference shall be referred for settlement to the arbitration of and his decision thereon shall be final, provided that either party may refer the dispute to the said arbitrator; provided also that in cases where the Executive Engineer has entered into the contract on behalf of the Governor of Tamil Nadu the dispute or difference shall be referred by the Executive Engineer for the time being and in other cases, by any officer authorized in his behalf by the Governor of Tamil Nadu.

IN WITNESS WHERE OF acting on behalf of and by the order and direction of the Governor of Tamil Nadu and the Licensee have hereunto set their hands and seals the day and year first written.

The first schedule above referred to

SIGNED, sealed and delivered by the abovenamed in the presence of

SIGNED, sealed and delivered by the above named in the presence of

AGREEMENT FORM FOR THE LEASE OF COCONUT TREES.

AGREEMENT made the day of One thousand nine hundred and BETWEEN THE GOVERNOR OF TAMIL NADU (hereinafter called the Governor which expression shall where the context so admits include his successors in office and assigns) of the one part and* residing at the village of in the taluk of in the district of (hereinafter called the Licensee which expression shall where the context so admits include his heirs executors administrators legal representatives and assigns) of the other part.

WHEREAS the Licensee was on the day of sale held for the purpose of the sole right to enjoy the usufruct of the coconut trees standing on the land described in the schedule hereto (hereinafter referred to as the said trees) for the terms of years at the sum of Rs. per year.

* If the licensee is a village panchayat the second party to the indenture should be mentioned as "The Village Panchayat of village in the taluk of in the district of hereinafter called the Licensee, which expression, where the context so admits shall include its successors and assigns of the other part".

* (AND WHEREAS the Licensee has deposited with the Executive Engineer of the _____ Division hereinafter called the Executive Engineer the sum of Rs. _____ as security for the due performance by him of the provision of this agreements) AND WHEREAS one of the conditions of such purchase was that the Licensee should enter into such an agreement as is hereinafter contained.

NOW IT IS HEREBY AGREED AND DECLARED as follows.—

I. The Governor hereby grants unto the Licensee the sole and exclusive right to gather, remove dispose of and otherwise enjoy the usufruct of the coconut trees standing on the piece or parcel of land situate at _____ in the Registration District of _____ in the Registration sub-district of _____ and more particularly described in the schedule hereto and of which trees the total number is given in column 6 of the said schedule for the term of _____ years from the day of _____ paying therefor the annual rent of Rs. _____

II. The Licensee covenants with the Governor as follows.—

(1) To pay the Government of Tamil Nadu (hereinafter called the Government) the sum of Rs. _____ the balance due in respect of the first yearly instalment on or before the _____ day of _____ 198 .

(2) To pay the subsequent yearly payment on or before the day of _____ in each year. Provided, however, that if the Licensee shall fail to pay to the Government the rent and other amounts (if any) payable under these presents on the respective dates on which they are made payable hereunder the Licensee shall pay interest at 12 per cent per annum on such amounts from the dates on which they were so payable up till the date of payment or recovery.

(3) To trim the trees standing on canal and channel banks so as to allow a clear headway of 3 metres above the top of the said banks.

(4) To dig round the bottom of each and every tree, to trim the roots thereof and to manure them with cattle dung or other manure once in every year during the rainy season.

(5) To have the last removal of ripe coconuts from any of the said trees made under the supervision of the nearest subordinate of the Public Works Department not below the rank of Lock Superintendent on the Licensee giving previous intimation to such subordinate in writing of his intention so to remove and the date and hour proposed for such purpose.

(6) To preserve the said trees and their foilage in a good state of cultivation and not except as hereinbefore provided permit the same to be cut damaged or injured in any way whosesoever provided however that the Licensee may collect use and dispose of all leaves that may have become ripe and detached from the said trees.

* The recital clause within brackets should be omitted if the Licensee is a village panchayat.

(7) To permit the agents and the officers and servants of the Government together where necessary with workmen and applicances to enter upon the said lands the subject-matter of this licence, to view the state and conditions of the trees and to dig and remove therefrom any earth or soil and the Licensee shall not be entitled to any compensation in respect of the soil so removed.

(8) Not to remove or collect from any of the said trees any tender coconuts during the month preceding the expiry of the term hereby created.

(9) Not to extract toddy from the said trees or any of them and for such purpose tap the same or permit the same to be tapped.

* (10) Not to assign or underlet the benefits arising under this licence or any part thereof without first obtaining the written consent of.....

(11) To yield up and hand over the said trees at the determination of the term hereby created in a good and proper state of cultivation and order as shall be in compliance in all respects within the covenants herein before contained and the Licensee shall not be entitled to any allowance or compensation for any expenditure he may have incurred in respect of improvements or otherwise during the said term.

III. The Governor covenants with the Licensee as follows.—

(1) To permit the Licensee on his observing and performing the several covenants and stipulations on his part contained to peaceably and quietly hold and enjoy the licence hereby granted during the term hereby created without any lawful interruption from the Government or any person rightfully claiming under or in trust for them.

* (2) To return to the Licensee the sum of Rs. _____ deposited by the Licensee as hereinbefore mentioned or such portion thereof as may be returnable to him on the expiration or sooner determination of the term hereby created.

IV. It is hereby expressly agreed and declared—

(1) that should the Licensee fail to pay the yearly rent or be guilty of a breach or non observance of the covenants conditions and stipulations on his part to be observed and performed then and in any such case the Executive Engineer may at any time thereafter in addition to any without prejudice to his other rights and remedies determine this agreement by notice in writing addressed to the Licensee and shall be at liberty to sell by public auction or private sale the rights of the Licensee under this agreement and be entitled to and retain the whole amount for which the said rights shall be sold. Should however the same be less than the amounts payable by the Licensee under the terms of this agreement for the whole term † thereof the Government shall be entitled † (to make good the difference from the deposit made by the Licensee and to recover any balance that there may be still remaining due from the Licensee):

(2) that the yearly rent and other amounts payable under this agreement may be recovered by the Government as arrears of Government revenue under the Revenue Recovery Act ;

(3) that in the event of the failure by the Licensee to fulfil any of the terms of this agreement he shall † (forfeit the deposit made by him as security and will also) pay to the Government and damages occasioned to the Government by reason of any breach of the covenants and conditions herein contained ;

* Clause (10) in paragraph II and clause (2) under paragraph III should be omitted the subsequent clauses being renumbered if the Licensee is a village panchayat.

† If the Licensee is a village panchayat, then, for the words within brackets in clause (1) of paragraph IV. the words "to recover the difference from the Licensee" should be substituted and the words within brackets in clause (3) of the same paragraph should be omitted.

(4) that in the event of any of the said trees dying failing to produce fruit or becoming unprofitable or useless during the said period or being cut or otherwise damaged by earth being thrown pits being dug or materials being stacked by the officers and servants of the Government, the licensee shall not claim or be entitled to any compensation or reduction of rent for such failure or loss but shall continue to pay rent as if the said trees were alive productive and in full vigour nor shall the Licensee be entitled to any compensation or reduction in the rent payable by him by reason of the number of such trees being reduced by tempest floods, storm or otherwise howsoever ;

(5) that in the event of any of the said trees being cut down damaged or injured by the licensee his servants or workmen during the said term he shall pay to the Government and the Government shall be entitled to receive such compensation therefor as the.....may deem reasonable of which he shall be the sole judge ;

(6) that in the event of the Excise Department granting permission during the currency of this agreement to any toddy shop renter for tapping toddy from any of the trees included in this agreement after the prior consent of the Public Works Department authorities has been obtained, such trees will be excluded from the scope of this agreement for the period of the toddy tapping licence if that period falls within the period of this agreement or for the unexpired period of this agreement if that period extends beyond the date of the expiry of this agreement. And the lease amounts payable by the Licensee for such periods shall be reduced by an amount calculated on the basis of the ratio which the number of trees to be excluded bears to the total number of trees leased under this agreement ;

(7) the officers and servants of the Government and any lessee from the Governor of TamilNadu or person employed or authorised by such lessee shall have liberty and power to enter into and upon the said lands the subject-matter of this licence and to do such acts and things thereon as the Government or their duly authorised officers may think fit or authorise but without prejudice to the rights of the Licensee under these presents and the Licensee shall not claim or be entitled to any compensation or abatement of the rent payable hereunder in respect thereto unless the Superintending Engineer,.....
..... Circle considers that the same is payable ;

(8) that if any dispute or difference shall, at any time hereafter arise between the Government or their officers on the one part and the licensee of the other part as to the rights duties or liabilities of either party in respect of any matter or thing relating to or arising out of these presents or the construction or meaning of all or any of the provision herein contained the said dispute or difference shall be referred for settlement to the arbitration of.....and his decision thereon shall be final, provided that either party may refer the dispute to the said artibtrator, provided also that in cases where the Executive Engineer has entered into the contract on behalf of the Governor of Tamil Nadu the dispute or difference shall be referred by the Executive Engineer for the time being and in other cases by any officer authorised in this behalf by Government of Tamil Nadu.

IN WITNESS WHERE OF.....acting on behalf of and by the order and direction of the Governor of Tamil Nadu and the Licensee have here unto set their hands and seals the day and year first written.

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The schedule above referred to.

<i>Name, if any, of the property.</i>	<i>Survey number and extent.</i>	<i>Taluk in which situate.</i>	<i>Village in which situate.</i>	<i>Boundaries.</i>	<i>Number of trees.</i>
(1)	(2)	(3)	(4)	(5)	(6)
SIGNED, sealed and delivered by the abovenamed in the presence of.	A. CS.
SIGNED, sealed and delivered by the abovenamed in the presence of.					