

APPENDICES

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 above-named in the presence of.	A. CS.
SIGNED, sealed and delivered by the abovenamed in the presence of.					

AGREEMENT FORM FOR THE LEASE OF PALMYRA, PUNGA AND OTHER FRUIT-BEARING TREES

AGREEMENT made this.....day ofone 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 *son of.....residing at the.....village ofin the taluk ofin 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 theday ofdeclared the purchaser at an auction sale held for the purpose of the sole right to enjoy the usufruct of the trees standing on the land described in the schedule hereto (hereinafter referred to as the said trees) for the term ofyears at the sum of Rs.....per year † (AND WHEREAS the Licensee has deposited with the Executive Engineer of theDivision (hereinafter called the Executive Engineer) the sum of Rs.....as security for the due performance by him of the provisions of this agreement.) 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 trees standing on the piece or parcel of land situate at.....in the Registration district ofin 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.....dayof.....yielding and paying therefor the annual rent of Rs...

*If the Licensee is a village panchayat, the second party to indenture should be mentioned as "The Village panchayat ofvillage 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.

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

(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.....19

(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 use the said lands the subject-matter of this licence only for the purposes aforesaid and not for any other purpose.

(4) To preserve the said trees and their foliage in a good state of cultivation and not permit the same to be cut damaged or injured in any way howsoever provided however that the licensee may collect use and otherwise dispose of all leaves that may have become ripe and detached from the said trees.

(5) 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, to view the state and condition 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.

(6) Not to tap palmyrah and other toddy yielding trees for toddy nor to assign the licence herein contained to any person save with the consent in writing of the Executive Engineer.

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

* (8) (a) Notwithstanding anything hereinbefore contained the Licensee shall be entitled from time to time and at any time to cut remove and dispose of leaves from the palmyrah trees the subject-matter of this licence provided, however that there shall be left on each such tree at any one time leaves not less than eight in number.

(b) To permit the agents and the officers and servants of the Government together where necessary with workmen and appliances to enter upon the said land the subject-matter of this licence and cut and remove from the trees thereon all such number of palmyrah leaves as may be required for use by the Public Works Department of the Government and in respect of the leaves so cut and removed the Licensee shall be entitled to compensation at the rate of Rs.....per thousand leaves and so in proportion for any smaller number of leaves.

(c) Not to cut more than once twigs of greater size than 1.27 cm diameter

* Clause (7) in paragraph II should be omitted (the subsequent clauses being re-numbered) if the Licensee is a village panchayat.

* In the case of ordinary fruit trees clauses 8 (a), 8 (b) and 8 (c) of paragraph II will be deleted.

(9) 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 with the covenants hereinbefore 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 quality and hold enjoy the licence hereby granted during the term hereby created without any lawful interruption from the Government of 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 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 amount 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 amount 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).

*Clause (2) of paragraph III should be omitted subsequent clause being renumbered if the Licensee is a village panchayat.

† If the Licensee is the 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 of 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 its branches or leaves 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 obtaining the prior consent of the Public Works Department authorities 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 this 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 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.

(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 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 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 authorised in this behalf by the Government of Tamil Nadu.

No. X)

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IN WITNESS Whereof.....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 schedule above referred to:

Name if any. of the property.	Survey number and extent.	Taluk in which situate.	Village in which situate.	Bounda- ries.	Number of trees	Descrip- tion o- trees.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
	A. C'.					

SIGNED sealed and delivered by
the abovenamed in the
presence of

SIGNED sealed and delivered by
the abovenamed in the
presence of

AGREEMENT FORM FOR THE LEASE OF THE RIGHT TO PLANT AND MAINTAIN COCONUT
TREES ON THE BANKS OF IRRIGATION WORKS (FOR ADOPTION WITH NECESSARY
MODIFICATION, IF ANY).

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 the office and assigns) of the one
part and.....hereinafter called the Licensee (which Expression
shall where the context so admits include his heirs, executors, administrators,
and legal representatives) of the other part.

(1) The Licensee will within six months from the date hereof plant in such
places as the Executive Engineer for the time being in charge of the.....
Division (hereinfter called the Executive Engineer) may from time to time approve
on the.....slopes of the bank on the.....
side of the.....channel between the.....
.....kilometre.....and.....
.....kilometre.....coconut trees in manner herein-
after provided.

(2) The trees shall be planted at a minimum distance apart of 6 metres
and so as not to interfere with the passing along the bank by the Inspecting Officer
of the Public Works Department, and no tree shall be planted within 30 metres
of any masonry work connected with said channel.

(3) The Licensee will maintain such trees and will replace any trees that
may die within the period of two years from the date thereof by others so that
at the expiration of such period of two years after which no fresh trees shall be
replanted the full number of.....trees shall be growing
on the said bank.

(4) All trees so planted shall be the property of the Governor of Tamil
Nadu for the purposes of the Government of Tamil Nadu and any tree that shall
be or become barren or die shall be reported by the Licensee to the Executive
Engineer for the purposes of removal under the orders of the latter.

(5) The Licensee shall cultivate and maintain such trees so as to bring same into bearing at the usual period and as from the date of any tree commencing to bear fruit, the Licensee shall pay to the Executive Engineer, in the month of February of each year in advance, the sum of..... paise by way of tree tax for each such tree, failing which the tax due and payable to Government shall be recovered as if it were an arrear of land revenue. Licensee have hereunto set their hands and seals the day and year first written.

(6) The Licensee shall be entitled in every year so long as the trees or any of them bear fruit, but subject to determination as hereinafter mentioned, together and remove the produce (i. e., the coconuts and leaves) of any tree in respect of which he may have paid such tree tax but the Licensee shall not be entitled to tap any tree for toddy nor shall the Licensee assign the licence herein contained to any person save with the consent in writing of the Executive Engineer.

(7) 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 obtaining the prior consent of the Public Works Department authorities, 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.

(8) The Licensee will indemnify the Government of Tamil Nadu (hereinafter called the Government) in respect of any damage that may be caused to the said channel banks by reason of the planting maintenance or gathering the produce of the said trees or any of them and will on demand pay to the Executive Engineer the cost of all repairs or works required for the said banks by reason of the exercise of any rights under the terms hereof.

(9) If in the opinion of the Superintending Engineer,..... Circle, for the time being hereinafter referred to as the Superintending Engineer, it is desirable that all or any of the said trees shall any time or times hereafter be cut down such trees may after the expiry of one week from the service on the Licensee of notice of the intention to remove same be cut down and removed according to the directions of the Executive Engineer and the Licensee shall not be entitled to compensation in respect of the removal of all or any of such trees.

(10) In the event of the breach by the Licensee of any of the provisions of this agreement the Executive Engineer.

.....may by notice in writing addressed to the Licensee at his last known place of above cancel this agreement and on the expiry of seven days from the date of such notice, this agreement shall stand cancelled and all the provisions hereof shall cease and determine and the Licensee shall forthwith hand over to the Executive Engineer,.....for and on behalf the Government the land in his occupation together with the trees thereon in good condition and the Licensee shall not be entitled to any compensation in respect of such cancellation of this licence or to a refund of all or any portion of the tree-tax already paid by him.

No X)

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(11) In the event of any difference or dispute arising as to the meaning of any of the terms hereof or the breach by the Licensee of any of the conditions herein contained or as to any matter arising in connection herewith such difference or dispute 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.

(12) Nothing herein shall amount to or be construed as a demise or agreement to make a demise of or creating any interest in the land forming the said channel banks or any part thereof.

IN WITNESS whereof.....the Superintending Engineer of the.....Circle acting on behalf of and by the order and direction of the Governor of Tamil Nadu and the Licensee have hereunto set their respective hands, the day and year first above written.

SIGNED by the abovenamed
in the presence of

SIGNED by the abovenamed
in the presence of

FORM OF SUPPLEMENTAL AGREEMENT TO BE EXECUTED IN THE CASE OF LEASE OF GRASS AND OF FRUIT TREES TO VILLAGE PANCHAYATS.

AGREEMENT made the.....day of.....one thousand nine hundred and.....BETWEEN THE GOVERNOR OF TAMIL NADU (hereinafter called the Lessor which expression shall where context so admits include his successors-in-office and assigns) of the one part and THE VILLAGE PANCHAYAT.....in the district of.....village in the taluk of.....hereinafter called the lessee which expression shall where the context so admits include its successors and assigns) of the other part and supplemental to an agreement of lease dated the.....day of.....19.....and made between the same parties as hereto (hereinafter referred to as the principal indenture) WITNESSETH;

THAT the Lessor hereby gives and grants full and free consent and licence unto the Lessee to demise or underlet the rights privileges and benefits comprised in the principal INDENTURE:

PROVIDED ALWAYS that such demise or underlease shall contain nothing which may prejudice or affect any of the covenants conditions or provisios contained in the principal indenture and on the part of the Lessee to be observed and performed and that the consent and licence hereby given is upon the exprese condition that the demise or under lease to be made under or by vitrue thereof shall contain a covenant by the underlease that such Lessee will not assign or underlet without the previous consent in writing of the Lessor and also a proviso for the re-entry and termination of the underlease or grant in case the underlessee shall admit any breach of such covenant.

(3) Executive Engineers shall furnish to the panchayats a list of all leases which are open to the panchayats in their respective village limits in the form annexed to this appendix, shall add to the list new items of lease if any, as and when they arise and intimate the additions to the panchayats so that the panchayats may take up the lease, if they so desire and remit the lease amount by the date fixed in each case. The areas included in the lease may not necessarily cover all the Public Works Department lands in panchayat limits and the areas not mentioned in the schedule or specifically excluded shall not be included in the lease. They will be usually of the nature of lock, inspection bungalows or office compound or of quarters of establishment. The panchayats should also be told that unless they offer to take up the lease by the date specified for the renewal of the respective leases and remit the lease amounts by that date, it will be assumed that the panchayats do not wish to take up the lease and action will be taken accordingly.

(ii) The panchayats will be allowed to appropriate the income from withered and windfallen trees on canal and drain porambokes (included in the areas leased) the right to cut grass and to enjoy the usufruct of trees on land which has been leased to them. Before such trees are removed by the panchayats the prior approval of the Subdivisional Officer should invariably be obtained. Trees wilfully damaged will not be included in this concession.

NOTE—Agreements shall be entered into with panchayats in the form prescribed in Appendix 'X' of the Tamil Nadu Public Works Department Code both principal and supplemental—subject to the following modifications.—

(a) Where, under paragraph 346 of the Tamil Nadu Public Works Department Code, the principal agreement is not in the prescribed form (Appendix 'X') the supplemental agreement shall with the assistance of the local Government Pleader, be suitably modified so as to indicate that the principal agreement is not in the prescribed form.

(b) Where the principal agreement is for a lease amount of Rs. 50 and less, the President of the Panchayat shall be required to execute the supplemental agreement which shall be modified by omitting the words "and..... a member" in the concluding portion of the supplemental form of agreement.

(c) Where the principal agreement is for a lease amount of more than Rs 50 the officer empowered to approve such agreements should execute the supplementary agreement. This can be done by scoring out the words "Subdivisional Officer..... Subdivision" and entering "Executive Engineer" "Superintending Engineer" as the case may be in the concluding portion of the supplemental form of agreement.

I-B. Concession to societies of communities eligible for help by the Labour Department—(1) (a) If the panchayats do not want the lease or do not remit the lease amounts by the rates prescribed, the lease shall be granted to societies of communities eligible for help from the Labour Department in the order of preference given below, subject to the payment of the average rental for the preceding five years. Even in cases where a larger amount than the average rental may be realised by auction, the lease could be granted to the said societies.

- (1) If there is a registered co-operative society of the village in which the property is situated, the lease shall be granted to that society in preference to any other society.
- (2) If there is no registered co-operative society the lease may be granted to any other registered society of the village, and, in its absence, to an unregistered society of the village.
- (3) If there are more than one registered co-operative society, or registered (under Act XX of 1860) or unregistered society, the lease shall be auctioned among the competing societies of each class of the particular village in which the property is situated, the order of preference being as indicated above.

NOTE.—(1) Executive Engineers may in their discretion, grant the lease to societies outside the boundaries of a village in which the property to be leased lies, if there is no society in the village or the society of the village does not apply for the lease.

(2) Executive Engineers are authorized to grant without auction lease of the right to cut grass in lankas and river margins to societies of communities eligible for help from the Labour Department, subject to the conditions mentioned in rule (1) above.

Exception.—Trees on the beds of tanks in charge of Public Works Department (including those for the maintenance of which a special staff of watchman, etc., is employed by the Public Works Department) are under the control of the Revenue Department and the Collector should arrange for the disposal of the produce of such trees.

ANNEXURE.

Form referred to in rule I-A (i) (b).

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|-----|--|
| (1) | <i>Name of the Village panchayat,</i> |
| (2) | <i>Description of property to be leased out entirely within the limits of the panchayat board concerned.</i> |
| (3) | <i>Date from which property is available for lease and period of lease.</i> |
| (4) | <i>Date by which intimation of willingness to take up lease or the contrary should be given to the Executive Engineer.</i> |
| (5) | <i>Last date by which lease amount should be paid.</i> |
| (6) | <i>Remarks if any</i> |