

## SCHEDULE

(See Rule 16)

### Procedure to be adopted for value of trees.

(A) Reserved trees, viz. Sandalwood, Tamarind, Mango and such other trees as may be notified by the Government from time to time in the Official Gazette.

(Girth of feet at 4 feet from the ground)

\*\*\*

<u>Exceeding</u>	<u>Not exceeding</u>	<u>Rate per tree</u> Rs. P
1/2 foot	1 foot	2.25
1 foot	2 feet	4.50
2 feet	3 feet	13.50
3 feet	4 feet	22.50
4 feet	5 feet	36.00
5 feet	6 feet	54.00
6 feet	7 feet	66.00

Note.- (i) When the girth exceeds 7 feet, the value is fixed at 22.50 per C.L. This value can be reduced by applying the formula  $\frac{(\text{girth in feet})^2}{4}$  multiplied by the value of a tree in rupees.

Height of the trees need not be taken into consideration.

(ii) In the case of hollow trees, the above rates and the value as determined above should be reduced by 25 per cent.

(B). Classified Trees:

The following scale for estimating the value on the basis of the cart-load unit of valuation should be adopted where the girth does not exceed five feet :-

15 trees exceeding	1/2 foot but not exceeding	1 foot girth at 4 feet	1 cart load.
10 -Do-	1 -Do-	1 <sup>1/2</sup> foot	1 -Do-
7 -Do-	1 <sup>1/2</sup> -Do-	2 feet	1 -Do-
5 -Do-	2 -Do-	2 <sup>1/2</sup> "	1 -Do-
3 -Do-	2 <sup>1/2</sup> -Do-	3 "	1 -Do-
2 -Do-	3 -Do-	4 "	1 -Do-
1 -Do-	4 -Do-	5 "	1 -Do-



half a ton. The head load is equivalent to one cubic foot or 50 lts. The seigniorage fees for a cart load of 75 bamboos will be Rs.18 and that for a cart load of 250 small bamboos will be Rs. 30/-

**FORM NO.1**

**See Rule 10 (1)**

**Application for grant of Land.**

1. Name and age of the applicant :

2. Address and Occupation :

3. Father`s name.

4. Is the applicant :-

(i) a member of the Scheduled Caste  
or Scheduled Tribes.

(ii) Displaced person, displaced holder,  
displaced tenant.

(iii) ex-serviceman or soldier,

(iv) Serving soldier.

5. Particulars of land applied for	Village/ Taluk	First prefe- rence	Second prefe- rence	Third prefe- rence
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S.No. and  
Sub-Divi-  
sion No.

Extent : Dry  
Wet  
Garden

6. Particulars of land owned by the applicant inside the State or outside the State.	Taluk	Village	S.No.	Extent Assessment paid
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(i) Land included in the  
pata of the applicant  
or any other member  
of the family ;

Wet  
Garden  
Dry

(ii) Lands cultivated by the  
applicant or any other  
member of family :

Taluk  
Wet  
Garden  
Dry

Village

S.No.

Extent.

(iii) No. of member in the family of the applicant :

7. Particulars of land previously granted to the applicant or any member of his family:	Taluk	Village	S.No.	Extent
	Wet Garden Dry			

8. Whether the applicant or any member of his family had previously applied for land and if so the particulars of the endorsement received thereon.

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Certified that the particulars furnished above are true and correct to the best of my knowledge.

Signature of the applicant

Form-2

See rule 10(2)

**Register of applications for the occupation of lands in the Taluk of -----of the -----Region**

<u>Particulars of land applied</u>	
1	Serial No. – Year
2	Date of receipt of application,
3	Name of applicant and his residence
4	Whether the applicant is landless poor, Ex-Servicemen, Scheduled Caste, Serving Soldier, etc.,
5	Village
6	Survey No.
7	Description
8	Extent
9	Assessment
10	Date of transmission to Revenue Inspector or Village Officers for report
11	Date of Receipt of report
12	Estimated value and other particulars of land
13	Whether land has been ordered to be disposed of by public auction free or for upset price.
14	Date of Sale
15	Sale proceeds
16	Date of passing order and nature of such orders.
17	Date of receipt of sale Records.
18	Date of issue of Sale Certificate of land
19	Date of Delivery thereof to the grantee or Date of communication of order to the Karnam and party.
20	Duration i.e.in year between Column 2 and Column 19.
21	Remarks

Note :- Fresh Registers should be ``opened at the beginning of` every fasli year, pending cases or balance being carried from the old to the new Register. The file Register number of the cases should not, however, on this account be changed.

FORM-3

(See Rule 10(3))

Village Register of Application for assignment of land for Agricultural Purposes.

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Sl. No.	Whether the application was received through the Taluk or direct, and in the former case the No. in Taluk Register	Date of receipt of application by Vill-Officers	Name of the applicant	Description of the land	Extent H.A.C	Assessment	Date of Publication of notice	Date of submission of Memorandum in Form 5	Date of receipt of duplicate with orders from the Tahsildar	Whether application was granted or refused	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
<hr/>											
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**FORM-4**

**(See Rule 10(3))**

**NOTICE OF DISPOSAL OF LAND BY PRIVATE SALE OR FREE OF MARKET VALUE.**

It is hereby notified that.....of..... village has applied for the land shown in the sub-joined schedule and that it is proposed to assign it to him on collection/free of market value for the following reasons (here enter briefly the reasons). Persons having objections to the assignment of the land should intimate the same to the Karnam of the village or /the Tahsildar/ Dy.Tahsildar of----- within a period of fifteen days from the date of publication of this notice.

**SCHEDULE**

Village and numbers of the fields	Extent			Assessment	Boundaries
	H.	A.	C		
(1)		(2)		(3)	(4)

Place and date.

KARNAM

Certified that the above notice was published by the beat of the drum and was posted in (place to be specified) and on the land in question.

(1) Signature of atleast two literate residents of the village.

(2) Explanation for not taking the signatures of the persons referred to in clause (1) above.

Karnam

Revenue Inspector

**FORM - 5**

**(See Rule 10(3))**

MEMORANDUM CONTAINING REPORT ON APPLICATIONS FOR ASSIGNMENT.

Village                      Name  
    Number

1. Number of application.
2. Date of the application.
3. Name of applicant and his nationality, if he is not a citizen of India. If Citizen of India, whether a native of Pondicherry territory either by birth or domicile.
4. Name of the village in which he resides.
5. Description of the land applied for.
6. Survey number and letter of the land.
7. Extent of the whole field.
8. Assessment of the whole field.
9. Where part only of the field is applied for , the extent of that part.
10. Assessment of extent in column (9)
11. Number, description and value of the trees, Wells, buildings, demarcation stones, etc., on the land .
12. Whether --
  - (1) right of way is necessary ?
  - (2) a road or embankment of an irrigation work or a channel without embankment or a stream runs through or near the land and, if so, what extent should be deducted ?
13. Names of other applicants, if any, with the nature of their claims.
14. Are there any sivayjama or other preferential claims? If so give particulars.
15. Whether any of the applicants were the last registered holders of the land and relinquished it or made default in paying the assessment and, if so, when ?

16. Whether objections exist to the grant of the land ?
17. Date of publication of notice in the village.
18. Date when received by the Tahsildar or Deputy Tahsildar from the village karnam.
19. Recommendations of the Tahsildar or Deputy Tahsildar and the Karnam/Revenue Inspector.
20. Order of the Deputy Collector/Collector and date of the order.
21. Date on which the memorandum was received back by village Karnam
22. General remarks.

Signature of Revenue Inspector

Signature of Karnam

Sl.No.

Form-6

(See Rule 10(6))

(COUNTERFOIL)/(FOIL)

Tree valuation Report

From

Revenue Inspector

----- Firka

To

The Tahsildar/Dy. Tahsildar.

Taluk.

Sir,

Ref : Your letter No.-----dated-----

The trees mentioned below in-----Village have been inspected by me on -----  
and valued by me with the following result :-

Survey No. & Classification of the "land in which the tree lies	Name of tree.	Number	Girth	Estimated cart load or head load	Estimated value

Certified that the figures above are correct.

Signature of the  
Revenue Inspector

Date :.....

**FORM-7**  
**(See Rule 10(7))**

**FORM OF ORDER OF ASSIGNMENT FREE OF LAND VALUE.**

-----of-----village  
is informed that his application for the land described in the margin has been accepted subject to the result of any appeal that may be preferred and subject to the following conditions :-

(1) That the assignment is liable to cancellation if it be found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation or fraud or in excess of the limits of authority delegated to the assigning officer or that there was an irregularity in the procedure:

(2) that in the event of the cancellation of the assignment either on appeal or in revision, the assignee shall not be entitled to compensation for any improvements that he may have made to the land;

(3) that the land assigned should not be sold or alienated for a period of 10 years but may be hypothecated to Government for the purpose of securing a loan or to a Co-operative Society or to a scheduled bank authorised by the Government for affording credit to the agriculturists ;

(4) that the land should be brought under cultivation within a period of three years, from the date of assignment.

(5) that the assignee and his heirs shall engage themselves in personal cultivation;

(6) that, if the land is used for casuarina plantations, no pits or ponds shall be excavated nor such plantations, irrigated by pots within 200 metres of any natham (habitation) and all pits and ponds excavated beyond the above limits shall be filled up as soon as the plants watered therefrom are three years old :

(7) that the annual assessment on the land shall be liable to periodical revision at resettlement

(8) that the land or a portion thereof should not be put to non-agricultural use except with the sanction of the Government ;

(9) that the land shall be subject to all general taxes and local rates payable by law or custom

(10) that the existing and customary rights of Government and the public in roads and paths and rivers, streams and channels, running through or bounding the land, and the right of Government to a share in mines and quarries subjacent to the said land are reserved and are in no way affected by the grant. Government also reserve to themselves or to persons authorised by them the powers necessary for the proper working of the minerals such as the full and free liberty and right of ingress, egress and regress, etc :

(11) that where the land is assigned free of land value by virtue of the assignee being a member of scheduled caste, the land shall not be alienated to any body other than a person belonging to a Scheduled caste even after the expiry of the period cited in condition 3 ;

(12) that/the Government shall be at liberty to resume the land within a period of ten years from the date of grant, if any default is made in this payment of land revenue due on the land;

(13) For contravention of any of the above conditions, the grant shall be liable to be cancelled and resumed to Government free from all encumbrances by the authority granting the land.

IN WITNESS whereof I (Name and Designation) acting for and on behalf Lieutenant Governor  
nor have hereunto set my hand this day of 19..

**FORM-8**

**(See Rule 12(2))**

**FORM OR ORDER OF ASSIGNMENT OF LAND BY SALE**

Whereas \_\_\_\_\_ has purchased \_\_\_\_\_ at a public auction the occupancy right in the land as a private sale described. In the margin and has paid into the treasury a the sum of Rs. \_\_\_\_\_ being the purchase money of the said land, the said land is assigned to \_\_\_\_\_ subject to the result of any appeal that may be preferred and subject to the following conditions to which the aforesaid purchaser has agreed :-

(1) That the assignment is liable to cancellation if it be found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation or fraud or in excess of the limits of authority delegated to the assigning officer or that there was an irregularity in the procedure :

(2) that in the event of the cancellation of the assignment either on appeal or in revision the assignee shall not be entitled to compensation for any improvements that he may have made to the land :

(3) that, if the land is used for casuarina plantations no pits or ponds shall be excavated nor such plantations irrigated by pots within 200 metres of any natam (habitation) and all pits and ponds excavated beyond the above limits shall be filled up as soon as the plants watered therefrom are three years old :

(4) that the annual assessment on the land shall be liable to periodical revision at resettlement

(5) the land or a portion thereof should not be put to non-agricultural use except with the previous sanction of the Government ;

(6) that the land shall be subject, to all general rates and local rates payable by law or custom

(7) that the existing and customary rights of Government and the public in roads and paths and rivers, streams and channels, running through or bounding the lands, and the right of government to a share in mines and quarries subjacent to the said land are reserved and are in no way affected by the grant. Government also reserve to themselves or to persons authorised by them the powers necessary for the proper working of the minerals such as the full and free liberty and right of ingress, egress and regress, etc.,

(8) that for contravention of any of the above conditions the grant shall be liable to be cancelled and resumed to Government free from all encumbrances.

(9) In the case of assignments to members of the Scheduled Castes where any concessions are enjoyed by them as being members of the Scheduled Classes,-

If the land is alienated to any person within a period of ten years from the date of the grant by way of sale, gift, mortgage, or lease of any kind, or after that period to any person who is not a member of the Scheduled Castes or if it ceases to be owned by the original grantee or his legal heirs or (after the ten years) other members of the Scheduled Classes owing to sale by process of law or otherwise, or if default is made in the payment of the Government revenue on the dates prescribed, the grant will be liable to be resumed by the Government who will be entitled to re-enter and take possession of the land without payment of any compensation or refund of the purchase money. This prohibition does not however apply to hypothecation of the land to Government for securing loan or to a Co-operative society or to a Scheduled bank authorised by the Government for affording credit to the agriculturists. The power of resuming the grant and ordering re-entry referred to above will vest in the Deputy Collector (Revenue)

(10) Where valuable land has been assigned subject to the payment of the market value in instalments, the grantee will not acquire full title to the land until the entire amount is paid. In the event of default in payment of any instalment the amount already paid will be liable to be forfeited to Government and the land will be liable to be resumed.

(11) The grantee shall bring all the cultivable portions of the land assigned under cultivation within a period of five years. Violation of this condition will render the grant liable to resumption.

(12) In cases where the concession of exemption from payment of assessment on account of labour and expense entitled in bringing the land under cultivation has been granted, the assignee will be exempt from payment of assessment for a period of seven years from the date of the grant provided that one-fifth of the extent assigned is newly brought under cultivation in each of the five years succeeding the grant.

(13) In the case of assignment of lands affected by irrigation projects ;

(i) The Government may resume the land at their pleasure at any time until the original assignment is declared absolute by them.

(ii) In the event of such resumption, the purchase money or such share of it as is proportionate to the area resumed will be repaid.

(iii) The Government will not, however, be liable to pay compensation for any improvements which may have been effected on the land before such resumption.

IN WITNESS whereof I (name and designation) acting for and on behalf of and by the order and direction of the Lt.Governor, have hereunto set my hand this.....day of..... 19..

## FORM -9

(See Rule 12(2))

### FORM OF NOTICE OF SALE OF LAND BY PUBLIC AUCTION

Notice is hereby given that the lands with the trees thereon specified in the schedule will be sold by public auction (subject to confirmation by the officer empowered in that behalf and the result of any appeal that may be preferred) at \_\_\_\_\_ on the \_\_\_\_\_ of 19\_\_\_\_ or any other day to which the sale may be adjourned at \_\_\_\_\_ o'clock. The lands will be knocked down to the highest bidder.

Region.	Taluk.	Village.	Survey number and subdivision	Extent.	Assessment
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The sale of the land is subject to the conditions stated below :-

(a) The purchaser shall, immediately after the land is knocked down to him, deposit 15 per cent of the amount of his bid and the remainder of the purchase money and the cost of survey and demarcation, if any, within 30 days from the date of sale. In default thereof the money deposited will be liable to be forfeited.

(b) When such deposit shall not be made nor the remaining purchase money paid up, the land will be resold at the expense and risk of the first purchaser.

(c) Persons bidding at the sale may be required to state whether they bid on their own account or as agents and in the latter case to deposit a written authority signed by their principals; otherwise their bids may be rejected.

(d) It is to be distinctly understood that Government are not responsible for any errors as to the particulars of the land or its registered extent.

The following are the conditions subject to which the land will be held after possession is obtained thereof :-

(1) That the assignment is liable to cancellation if it be found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation or fraud or in excess of the limits of authority delegated to the assigning officer or that there was an irregularity in the procedure ;

(2) that in the event of the cancellation of the assignment either on appeal or in revision the assignee shall not be entitled to compensation for any improvements that he may have made to the land;

(3) that if the land is used for casuarina plantations no pits or ponds shall be excavated nor such plantations irrigated by pots within 200 metres of any nattam(habitation) and all pits and ponds excavated beyond the above limits shall be filled up as soon as the plants, watered therefrom are three years old and breach of any of these conditions, will render the assignment liable to cancellation without payment of any compensation ;

(4) that the annual assessment on the land shall be liable to periodical revision at resettlement.

(5) that the land or a portion thereof should not be put to non agricultural use except with the previous sanction of the Government ;

(6) that the land shall be subject to all general taxes and local rates payable by law or custom ;

(7) that the existing and customary rights of Government and the public in roads and paths and rivers, streams and channels, running through or bounding the land, and the right of Government to a share in mines and quarries subjacent to the said land are reserved and are in no way affected by the grant. Government also reserve to themselves or to persons authorised by them the powers necessary for the proper working of the minerals such as the full and free liberty and right of ingress, egress and regress, etc.,

(8) that for contravention of/any of the above conditions, the grant shall be liable to be cancelled and resumed to Government free from all encumbrances by the authority granting the land;

(9) In the case of assignment of lands affected by irrigation projects.-

(i) The Government may resume the land at their pleasure at any time until the original assignment is declared absolute by them.

(ii) In the event of such resumption, the purchase money or such share of it as is proportionate to the area resumed will be repaid.

(iii) The Government will not, however, be liable to pay compensation for any improvements which may have been effected on the land before such resumption.

**FORM-10**  
**See rule 21**

***Registr of conditional assignment***

Serial number	Village	Survey No. and Extent of the land comprised in the grant		No. and date of the grant	Name of the grantee	Brief statement of the conditions of the grant
		Survey No.	Extent			
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Amount of market value and the number instalments to be paid	Instalments Due		Instalments Paid		Incase of the default in payment according to col.(10) action taken	Remarks as to (i) whether the the conditions have been fulfilled and the grant made absolute and (ii) if the condi tion had been violated, action taken
	Amount	When due	Amount	When paid		
(8)	(9)	(10)	(11)	(12)	(13)	(14)

Note :- This register should be witten up sectionwise under each of the conditions.

## FORM-11

### **Rule 43**

FORM OF ORDER OF GRANT OF LAND FOR TEMPORARY OCCUPATION FOR AGRICULTURAL PURPOSES.

This deed of grant made this                    day of                    one thousand nine hundred and BETWEEN the Lt.Governor of Pondicherry (which expression shall include his successors in office and assigns) of the one part and----- residing at-----herinafter called `the grantee` (which expression shall include his heirs, executors, administrators, legal representatives and assigns of the other part witnesseth as follows :-

That Lt.Governor of Pondicherry hereby grants the land described in the schedule below to (name and address of the grantee) for temporary occupation for a period of years/months commencing from (date, month and year) subject to the following terms and conditions to which the aforesaid grantee has agreed :-

(1) The grant is liable to cancellation if it be found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation or fraud or that there was an irregularity in the procedure.

(2) In the event of such cancellation of the grant the grantee shall not be entitled to compensation for any loss caused to him by the cancellation.

(3) The grantee shall pay the sum of Rs.                    as and for security for the fulfillment and observance by him of the conditions contained in the grant. The sum so deposited shall be liable to be forfeited to the Government of Pondicherry (hereinafter called the Government) under the orders of the Collector in the event of failure by the grantee to fulfil and observe any of the conditions of the grant.

(4) The grantee shall, so long as the grant be in force, pay, clear of, all deductions a sum of Rs..... per annum for credit to the general revenues of the State and a further sum of Rs..... on account of rates, taxes, assessments and outgoings payable by the Government to the.....Municipality as a result of his occupation of the land . The consolidated charges shall be payable to the Government in advance annually/monthly the first of such payment to be made on the day of and the subsequent annual/monthly payments on the corresponding day of the succeeding years/months.

(5). In the event of the.....Municipality varying its demand, the Government shall be at liberty to revise without notice, the second part of the charges referred to in condition (4) as the sum payable by the grantee on account of taxation by the                    Municipality and on such revision any balance due shall be become immediately payable by the grantee.

(6) The Government reserve to themselves the right to enhance the rent, during the period of lease and the grant is liable to cancellation if the grantee is not agreeable to pay the enhanced rent when so required.

(7) If the grantee shall fail to pay the Government any sums payable under the grant on the respective dates on which they are made payable, he shall pay interest at 12 per cent per annum on such amounts from the dates on which they were so payable until the date of payment or recovery.

(8) The grantee shall not use the land except for the purpose for which it is granted.

(9) The land shall not be used for political meetings.

(10) The grantee shall permit the officers and servants of the Government with or without workmen at all times to enter upon the lands aforesaid to view the condition and state thereof.

(11) The grantee shall not assign or underlet the benefits arising under this grant or any part thereof without the previous written permission of the Government.

(12) The grantee shall not erect any buildings, fences or structures of a permanent or temporary character on the land without the previous written sanction of the Government.

(13) The grantee shall not cut any live trees without the previous permission of the Collector. The withered and windfallen trees shall also be the property of the Government and shall be handed over to the village Karnam.

(14) The sale-proceeds of withered and windfallen trees and those cut under condition (13) shall be credited to the Government.

(15) The grantee shall have no rights whatsoever to any trees standing on the land or to their usufruct.

(16) The usufruct of the trees may be leased out in auction by the officers of the Government and the grantee shall allow a right of passage to persons to whom the usufruct of the trees is so granted by the Government.

(17) The grantee shall not without the previous written sanction of the Collector permit any person to use the land or any structure thereon or any portion of the land or structure except as provided in condition (8).

(18) The grantee shall on the termination or revocation of this grant, restore the said land to the Government in as good a condition as is consistent with the foregoing conditions.

(19) The grantee shall be answerable to the Government for all or any injury or damage done to the said land and other Government property thereon except as is permitted by the foregoing conditions.

(20) The Government may revoke the grant wholly or in part, if the sums specified in condition (4) above or any part thereof shall remain unpaid for 15 days after they have become payable whether formally demanded or not, or if the grantee shall have contravened any of the conditions of the grant herein contained and assume control or otherwise dispose of all or any part of the land and any buildings, fences and structures thereon and the grantee shall not be entitled to any compensation therefor.

(21) If the amount specified in condition (4) or (5) above or any part thereof is in arrear, it shall also be competent for the Government to recover the same from the grantee as an arrear of land revenue.

(22) The grant hereby given may be revoked by the Collector acting on behalf of the Lt. Governor of Pondicherry, after giving ( ) month's notice in writing and by the Government without notice in an emergency (the Government being the sole judge of the emergency) and shall be terminable by the grantee by giving to the Collector month's notice in writing but without prejudice to any right of action or remedy of the Government in respect of any antecedent breach of any of the foregoing conditions. The grantees shall not in case of such revocation or termination be entitled to any compensation in respect of any structures on the land or any improvements effected by the grantee to the land or for the loss caused by the interruption of his occupation but he may, before the revocation or termination of the grant takes effect or if the grant is revoked without notice within such time, as may be allowed by the Collector in that behalf, remove such structures.

(23) In the event of termination of the grant under condition (20) or (22) the Government shall be at liberty to levy proportionate rental up to the date of such termination.

(24) The sum of Rs..... deposited by the grantee under condition (3) or such portion thereof as may be returnable to him shall be returned to him on the expiration or soon after termination of the grant.

(25) If any dispute or difference shall at any time hereafter arise between the Government or their officers, on the one part and the grantee as to the rights, duties or liabilities of either party in respect of any matter or thing relating to or arising out of the grant 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 the Collector for the time being, and his decision shall be final.

(26) The grant includes all rights, easements and appurtenances belonging to the land or reputed to belong to it or usually held or enjoyed with it. The existing and customary rights of Government and the public in roads and paths and rivers, streams and channels running through or bounding the land and the right of Government to the mines and quarries, subjacent to the land are however reserved and are in no way affected by the grant.

#### SCHEDULE

Region	Taluk	Town or village	Ward number and Block number	Survey number	Area	Boundaries
1	2	3	4	5	6	7
					H. A. C	N.S.E.W

IN WITNESS whereof (name and designation) acting for and on behalf of and by the order and direction of the Lt.Governor of Pondicherry and the grantee aforesaid have hereunto set their hands this day of

Signed by \_\_\_\_\_ aforesaid.

In the presence of --

1

2

Signed by \_\_\_\_\_ aforesaid

In the presence of--

1.

2.

**Form 12**  
**[See Rule 49(3)]**

Order grantee trees under tree tax system.

WHEREAS the right to the usufruct of the trees noted in the margin situated in Survey No.

(Here enter "poramboke", "assessed waste", etc..) in the village of  
taluk,                      region, has been disposed of under rule... of the Pondicherry Land Grant Rules. I,  
Tahsildar/Deputy Tahsildar of                      do hereby grant the abovesaid trees now taxed at Rs.....  
on the following conditions :-

(1) That the grantee shall have a right to the usufruct, that is to say, to the leaves and loppings as well as to the fruit, but shall have no right to cut down the trees or to appropriate them, when they wither or are blown down.

(2) That this grant shall be liable to be cancelled by Government either at the end of any fasli year without notice or at any other time after three months` notice, In either case, no compensation can be claimed by the grantee.

(3) That the annual tax of Rs.  
shall be paid on

(4) That in case the                      grantee shall make default in payment of the said annual tree-tax, it shall be recovered as an arrear of land revenue under section 52 of Pondicherry Revenue Recovery Act, 1970.

(5) That is the trees wither or fall down, the grantee should give notice of the fact to the Karnam.

(6) That if any trees should damaged or lost through the action or by the negligence or with the connivance of the grantee, he will be liable to pay the value of the tree as may be settled by the revenue officers.

IN WINTNESS whereof I (name and designation)                      acting for and on behalf of                      and by order and direction of the Lieutenant Governor have hereunto set my hand this day of.....of 19.....

Signature :

(Designation)

Date:

## FORM-13

[See Rule 52(3)]

### NOTICE OF SALE WHEN THE ESTIMATE VALUE OF TREES DOES NOT EXCEED RS.200.

It is hereby notified that the trees specified in the schedule below will be sold by public auction by the \_\_\_\_\_ at \_\_\_\_\_ at o'clock on \_\_\_\_\_ or on any other day to which the sale may adjourn, subject to the following conditions. The trees will be sold in one lot or in such manner as may be determined by the selling officer and knocked down to the highest bidder or highest bidders as the case may be.

(1) Every one bidding at the sale should state whether he bids on his own account or as agent, and in the latter case, should deposit a written authority signed by the principal ; otherwise his bid will be rejected.

(2) The selling officer either on grounds of doubtful solvency or other reasons recorded by him may at his discretion, disqualify a bidder from bidding at the sale.

(3) The successful bidder shall immediately after the sale, pay the whole of the sale amount, if it does not exceed Rs.25: if it exceeds Rs.25, Rs.25 should be paid immediately and the remainder of the purchase money should be paid within a week/fortnight. In default of the due payment of any portion of the purchase money, the trees may be resold by the selling officer at the expense and risk of the purchaser, the moneys already paid by the purchaser being also liable to forfeiture.

(4) The sale is subject to confirmation by the Officer empowered in that behalf.

(5) The purchaser shall not cut or remove the trees unless and until the sale has been confirmed, but shall cut and remove them within \_\_\_\_\_ week(s)/month(s) thereafter. If the trees are not cut and removed within the time allowed, they may be resold by the selling officer at the expense and risk of the purchaser, the moneys already paid by the purchaser being also liable to forfeiture.

Note:- (i) In darkhast cases in which the applicant himself is the auction purchaser, it is not necessary to insist on the cutting and removal of the trees unless, for special reasons (e.g) in lands close to the foreshore of tanks, their removal is considered desirable.

(ii) The time allowed for the removal of the trees may be extended in the discretion of the confirming authority but he shall not be bound to extend it.

(6) Where the selling officer orders a resale of the trees under clause(3) or clause (5), notice of the resale shall be given to the purchaser and he shall not, after the receipt of such notice, cut or remove the trees. Any loss resulting from the resale, with interest thereon at 12 per cent per annum will be realised from the purchaser as if it were an arrear of land revenue but in no circumstances will the purchaser be entitled to the profit, if any, according at the resale.

Instead of reselling the trees under clause (3) or clause (5), the selling officer may, in his discretion, recover as if it were an arrear of land revenue, the purchase money or any portion thereof, which is due from the purchaser.

(7) The order of confirmation will be subject to revision, within one month from the date of confirmation, by the authority superior to the confirming authority, if the revising authority is satisfied that there has been a material irregularity in the conduct of the sale or that the order exceeded the powers of the officer who passed it or that it was passed under a mistake of fact or owing to fraud or misrepresentation.

(8) The trees should be cut and removed so as not to cause any damage to the adjoining houses or other building or property and the auction purchaser will be liable for any such damage.

(9) The water of the tank will not be drained if a supply is received during the time allowed for the removal of the trees sold, only a reasonable extension of time for the removal will be granted in such event.

Note:- This condition should be omitted when the trees are not in tank-bed.

(10) No concession will be allowed for any difficulty the purchaser may experience in cutting or removing the trees.

(11) It should be distinctly understood that Government are not liable for any errors or omissions in the schedule below :-

### SCHEDULE

Region	Taluk	Village	
Survey No. and sub-divisions, if any, in which the trees stand	Description of the trees	No. of trees	Girth in feet
(1)	(2)	(3)	(4)

**Note:-** Where it is considered unnecessary or impracticable to give the particulars specified in columns (3) and (4), the estimated quantity in cart-loads should be noted.

Name.

Station.

Designation of Officer.

Date.

## FORM-14

[See Rule 52(4)]

### NOTICE OF SALE WHERE THE ESTIMATED VAUE OF TREES EXCEEDS RS.200

It is hereby notified that the trees specified in the Schedule below will be sold by public auction by the \_\_\_\_\_ at \_\_\_\_\_ at \_\_\_\_\_ o`clock \_\_\_\_\_ or any other day to which the sale may be adjourned, subject to the following condition. The trees will be sold in one lot or in such manner as may be determined by the selling officer and knocked down to the highest bidder :-

(1) Every one bidding at the sale should state whether he bids on his own account or as an agent, and in the latter case, should deposit a written authority signed by the principal : otherwise his bid will be rejected.

(2) The selling officer, either on grounds of doubtful solvency or other reasons recorded by him, may at his discretion disqualify a bidder from bidding at the sale.

(3) Every intending bidder shall deposit with the selling officer Rs.....as earnest money before the commencement of the sale. The sale is subject to confirmation by the officer empowered in that behalf. But the Collector reserves the power of cancelling the sale or accepting a bid other than the highest without assigning reasons. The deposits or unsuccessful bidders will be refunded at the close of the sale.

(4) The Successful bidder shall, immediately after the sale, deposit not less than one-fourth of the purchase money and pay the balance in a fortnight/a month from the date of his receipt of the order of confirmation.

The earnest money paid under clause (3) will be adjusted towards the balance of the purchase money.

In default of the due payment of any portion of the purchase money, the tree may be resold by the selling officer at the expense and the risk of the purchaser, the moneys already paid by the purchaser being also liable to forfeiture.

(5) The purchaser shall not cut or remove the trees unless and until the sale has been confirmed, but shall cut and remove them within \_\_\_\_\_ week(s)/month(s) thereafter. If the trees are not cut and removed within the time allowed, they may be resold by the selling officer at the expense and risk of the purchaser, the moneys already paid by the purchaser being also liable to forfeiture.

Note:- (i) In darkhast cases in which the applicant himself is the auction purchaser it is not necessary to insist on the cutting and removal of the trees unless, for special reasons(e.g), in lands close to the confirming authority but he shall not be bound to extend it.

(6) Where the selling officer orders a resale of the trees under clause (4) or clause (5), notice of the resale shall be given to the purchaser and he shall not, after the receipt of such notice, cut or remove the trees, Any loss resulting from the resale, with interest thereon at 12 per cent per annum will be realised from the purchaser as if it were an arrear of land revenue but in no circumstances will the purchaser be entitled to the profit, if any, accruing at the resale.

(7) The order of confirmation will be subject to revision, within one month from the date of confirmation, by the authority superior to the confirming authority, if the revising authority is satisfied that there has been a material irregularity in the conduct of the sale or that the order exceeded the powers of the officer who passed it or that it was passed under a mistake of fact or owing to fraud or misrepresentation.

(8) The trees should be cut and removed so as not to cause any damage to the adjoining houses or other building or property and the auction purchaser will be liable for any such damage.

(9) The water of the tank will not be drained if a supply is received during the time allowed for the removal of the trees sold: only a reasonable extension of time for the removal will be granted in such event .

Note.- This condition should be omitted when the trees are not in tank-bed.

(10) No concession will allowed for any difficulty the purchaser may experience in cutting or removing the trees.

(11) It should be distinctly understood that Government are not liable for any errors or omissions in the schedule below :-

### SCHEDULE

Region	Taluk	Village	
Survey No, and sub-division, if any, in which the trees stand.	Description of the trees	No, of trees	Girth in feet.
(1)	(2)	(3)	(4)

Note :- Where it is considered unnecessary or impracticable to give the particulars specified in columns (3) and (4) the estimated quantity in cart-loads should be noted.

Name,

Station.

Designation of officer.

Date.

FORM—15

See rule 56(iii)

Register of applications for house-site in the village of  
Report on the application , town of

Applica- tion	Appli- cant
1	Number
2	Date
3	Name (and also nationality, if not a citizen of India). If he a native of Pondicherry/ either by birth or domicile.
4	Village where he has resided hitherto
5	Date on which application was Referred to village Karnam or was received by him.
6	Extent of site applied for
7	Ground-rent thereon at the rate fixed for the village.
8	Boundaries of the site applied for and the lay out site letter, site plot number in the sanctioned plan, if any.
9	Number and description of the trees standing on the site and their value.
10	Extent of village-site already owned by the applicant in the village or in any other village.
11	Population of the village or town
12	Date of publication of notice in the village.
13	Objections if any, raised by the villagers.
14	Date when the report is sent to the Tahsildar and when received by him.
15	Deputy Collector (Revenue) order and date of disposal.
16	Remarks

**FORM - 16**

**(See Rule 56 (iv))**

**NOTICE OF APPLICATION FOR VILLAGE-SITE.**

It is hereby notified that \_\_\_\_\_ of village has applied for the following plot, in the  
village site of \_\_\_\_\_ village measuring \_\_\_\_\_ areas or \_\_\_\_\_ square meters and  
bounded on the north by \_\_\_\_\_ on the east by \_\_\_\_\_ on the south by \_\_\_\_\_ and on the west by \_\_\_\_\_

Lay-out site letter\*

Block number\*

Plot number\*

\*to be filled in, in cases where the plans and register are maintained. In other cases the form and the word "following" occurring in the preamble should be scored out.

Persons having objections to the grant of the site should intimate the same to the Karnam of the village within a period of 15 days from the day of this notice.

Dated \_\_\_\_\_

Revenue Inspector.

Village. \_\_\_\_\_

Karnam.

Certified that the above notice was published by beat of tom-tom and was posted in the village office and on the land in question of the date specified above.

(1) Signatures of at least two literate residents of the village.

(2) Explanation for not taking the signatures of the persons referred to in clause (1) above.

Dated : \_\_\_\_\_

Revenue Inspector.

Village : \_\_\_\_\_

Karnam.

**FORM NO.-17**

**(See Rule 56 (vii))**

***NOTICE SITE REPORT FORM***

**PART I**

Sketch map showing the occupied areas and unoccupied lay-out sites in the villages.

Explanation

Boundaries and measurement Area of sides.  
-----

East                  West                  North                  South

Occupied areas

- a.
- b.
- c.
- g.
- k.
- l.

Un occupied lay-out sites

- c.
- d.
- e.
- h.
- i.
- j.
- m.

Note:-This sketch map will show the alignment of roads, lanes, streets and also open spaces reserved for public use in each of the unoccupied lay-out sites and the block into which they are split up. The blocks in each lay-out site will be numbered as I, II, III and so on.

## Part II

Plans of lay-out sites showing the allocation of blocks and house-sites in each of the unoccupied lay-out sites noted in Part I.

### Lay-out site C

This part will contain one plan for each of the lay-out sites indicating the various blocks and house sites in it. Each block, which is sufficient in size for more than one house-sites will be shown as split up into individual house-sites and its measurements should be noted in the plan. The house-site plots will be noted in column 8 of the Register of house site applications and Col.6 of the register of house-site granted. Areas reserved for streets and lanes and other open spaces will not be numbered, but their purpose will be indicated in the day-out plan or in a footnote thereto.

### Lay-out site D

(Plan similar to that for C above)

As far as possible in each unoccupied lay-out site of sufficient site there should be provision for such open space (apart from areas set apart for roads, streets and lands) as may be desirable in the interests of public health and recreation.

## PART III

Register showing the extent and situation of house-sites available for assignment in the village of taluk of.

- (1) Population.
- (2) Total area of the village site, the S. No. comprising it and the extent of each S.No.
- (3) Total area taken up by existing house-sites as on.
- (4) No. and date of the order of sanction of the lay-out plans.

Index letter of the lay out	Total area of the site	Area set apart for Roads and lanes and Other public purpose		Index number of block and area	Number of house-sites in the block	Remarks
	H. A. C	H. A. C	H. A. C			
C.	3. 25. 0	1.15. 0	0.40. 0	I 0. 30. 0	3	---
--	--	--	--	II 0. 30.0	3	---
--	--	--	--	III 0.30. 0	3	---
--	--	--	--	IV 0.50. 0	5	---
--	--	--	--	V 0.30. 0	3	--

FORM -18

[ See rule 60(1)]

Registere of House-site granted in the Village of the            in the            taluk, region.  
town

Grantee			Land granted									
Serial Number	Name (and also nationality, if not citizen of India	Occupation and residence and the date of grant	Situation, survey number, names of street, etc.,	Extent	Measurements in metres of the sides-north, south, east and west and the lay-out site letter, the block number and the house-site plot number in the sanctioned plan, if any.	Ground-rent payable	Number and date of the order of assignment	Special conditions imposed, if any.	Special conditions imposed, if any	Date when building was completed or land was resumed by Government for breach of conditions, with ground of resumption.	Amount of ground-rent as Revised at re-settlement.	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	
				H.A.C	SQ. MTS.	Rs. P						

The several columns of this register must be complete in thesemlves and must not be filled by such entries as “vide application register” since that register is not retained.

## FORM 19

(See rule 60 (ii))

### FORM OF ORDER OF ASSIGNMENT OF HOUSE-SITE IN VILLAGES.

-----Village is informed that his application for a house-site in the village of \_\_\_\_\_ taluk of \_\_\_\_\_ has been accepted. The following plot of land measuring----- areas or \_\_\_\_\_ square metres bounded on the north by \_\_\_\_\_ on the east "by \_\_\_\_\_, on the south by \_\_\_\_\_ and on the west by \_\_\_\_\_ has been assigned to him under the provisions of the Pondicherry Land Grant Rules subject to the conditions mentioned below :-

Layout site letters\*

Block number\*

Plot number\*

\*To be filled in, in cases where the plans and register are maintained . In other cases, the form and the " word following" occurring in the preamble should be scored out.

#### Conditions

(1) That only one house should be built upon the site.

(2) That a thatched building of the tiled or terraced

description and dimensions indicated in the accompanying schedule shall be built and completed within a period of six/twelve months from the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

(3) That a space of \_\_\_\_\_ metres shall be left vacant both in front and rear of the actual building.

(4) That if a building of the description and dimenstions specified in the schedule or such/other description and dimensions as may be substituted therefor with permission previously obtained is not substantially completed within the time mentioned, or if a vacant space of \_\_\_\_\_ metre both in front and rear of the actual building is not left as stipulated in condition (3), or if such a building is erected and is subsequently abandoned, i.e, left unoccupied and in disrepair, for a period of one year, Government shall have the right to re-enter forthwith and take possession of the said site or the site and building and shall not be liable to pay any compensation for any buildings or other improvements then existing on the land.

(5) That the existing and customary rights of Government and the public in roads and paths and rivers, streams and channels running through or bounding the land are reserved and are in no way affected by the grant and that the right of Government shall be reserved to all gold and other minerals or coal and stone, or rock containing or supposed to contain gold and other minerals or coal, and the assignee shall not be at liberty to work the said gold or other minerals or coal, except on permission or licence duly obtained from Government. Government also reerve to themselves or to person authorized by them the powers necessary for the proper working of the minerals such as the full and free liberty and right of ingress, egress and regress, etc.,

(6) That the assignee shall pay the ground rent fixed for the land.

(7) That alienation of land, without the sanction of Government, to a person other than a citizen of India shall invalidate the grant.

(8) That in the event of the cancellation of the assignment either on appeal or in revision or in the event of re-entry by the Government in accordance with the conditions attached to the grant, the assignee shall not be entitled to compensation for any buildings he may have constructed on or other improvements he may have made to the land.

(9) If without the previous approval of the Deputy Collector (Revenue) in writing the land is alienated by way of sale, gift, mortgage or lease of any kind within a period of ten years from the date of the grant, or ceases to be owned by the original grantee or his legal heirs owing to sale by process of law or otherwise for a like period, the grant will be liable to be resumed by the Government who will be entitled to re-enter and take possession of the site without payment of compensation either for any improvements made to it or for any buildings constructed on it. This prohibition does not, however, apply to the hypothecation of the site (together with any buildings erected on it) to Government under the Land Improvements and Agriculturists Loans Acts or to a Co-operative Society or to a scheduled bank.

The power of resuming the grants and ordering re-entry referred to above shall vest in the assigning authority.

(10) The land shall be resumed if, in the opinion of the Government any of the conditions of the grant has been contravened. If any question arises whether there was a contravention of any of the conditions of the grant or not it shall be referred to the Government and their decision shall be final.

Notes.--(i) The schedule will ordinarily indicate the class of building to be constructed and will contain a plan with linear measurements marked thereon ; Where it is not practicable to have a plan, the linear measurements in each direction should be given.

(ii) In the case of individual assignments of house-sites to organised colonies in the absence of a Co-operative Society, the following condition shall be added.-

That the grant shall be liable to be revoked by the assigning authority at any time during a period of three years from the date of assignment if the assignee is not of good behaviour or does not obey any regulations framed for the colony regarding in the construction and location of his house, or does not keep the site in a sanitary condition and unless the assigning authority is satisfied that the assignee has been of good behaviour, has obeyed the regulations framed for the colony regarding the construction and location of his house and has kept the site in a sanitary condition.

In witness whereof I (name and designation) acting for and on behalf of and by the order and direction of the Lieutenant Governor have hereunto set my hand this day of.....19.....

**Form-20**

**Rule 60 (ii)**

**FORM OF ORDER OF ASSIGNMENT OF SITES GRANTED FOR KEEPING CATTLE IN VILLAGES.**

Thiru-----S/o-----of----- village is informed that his application for a site to keep cattle in the village of-----taluk of-----has been accepted. The following plot of land measuring ares----- or -----square metres bounded on the north by-----,on the east by-----,on the south by-----,and on the west by-----, has been assigned to him under the provisions of the Pondicherry Land Grant Rules subject to the conditions mentioned below :-

Lay-out site letter\*

Block Number\*

Plot number\*

\* To be filled in, in cases where the plans and register are maintained. In other cases, the form and the word "following" occurring in the preamble should be scored out.

**CONDITIONS**

(1) That the site shall be utilised exclusively for the keeping of cattle and other domestic animals and for the storage of manure.

(2) That if any shed or building is to be constructed on the site assigned a space of       metre should be left vacant both in front and rear of the actual shed or building.

(3) That if the site is not occupied or if it is utilised for any purpose other than that for which it was granted, or if a vacant space of       metre both in front and rear of the actual building or shed is not left as stipulated in condition (2), Government shall have the right to re-enter forthwith and take possession of the site and any shed or building put upon it and shall not be liable to pay any compensation for any buildings or other improvements then existing on the land.

(4) That the existing and customary rights of Government and the public in roads and paths and rivers, streams and channels running through or bounding the land are reserved and are in no way affected by the grant and that the right of Government shall be reserved to all gold and other minerals or coal, except after permission or licence duly obtained from Government, Government also reserve to themselves or to persons authorised by them the powers necessary or the proper working of the minerals such as the full ad free liberty and right of ingress, egress and regress, etc.,

(5) That the assignee shall pay the ground rent fixed for the land.

(6) That alienation of the land, without the sanction of the Government, to a person other than a citizen of India shall invalidate the grant.

(7) That in the event of the cancellation of the assignment either on appeal or in revision or in the event of re-entry by the Government in accordance with the conditions attached to the grant, the assignee shall not be entitled to compensation for any building he may have constructed on, or other improvements he may have made to, the land.

(8) If without the previous approval of the assigning authority in writing the land is alienated by way of sale, gift, mortgage or lease of any kind within a period of ten years from the date of the grant, or ceases to be owned by the original grantee or his legal heirs owing to sale by process of law, or otherwise for a like period, the grant will be liable to be resumed by the Government who will be entitled to re-enter and take possession of the site, without payment of compensation either for any improvement made to it or for any buildings constructed on it. This prohibition does not, however, apply to the hypothecation of the site (together with any building erected on it) to Government under Land Improvement and Agriculturists Loan Act or to a Co-operative Society or to a scheduled bank. The power of resuming the grant and ordering re-entry referred to above will vest in the assigning authority.

(9) The land shall be resumed if, in the opinion of the Government, any of the conditions of the grant has been contravened. If any question arises whether there was a contravention of any of the condition of the grant or not, it shall be referred to the Government and their decision shall be final.

In witness whereof I (name and designation) acting for and on behalf of and by the order and direction of the Lieutenant Governor have hereunto set my hand this day of 19.....

**FORM -21**

**(See Rule 62)**

**ORDER OF GRANT OF THE GOVERNMENT LAND FOR  
TEMPORARY OCCUPATION FOR NON-AGRICULTURAL PURPOSES.**

This deed of grant made this----- day of -----  
-----one thousand . nine . hundred and  
BETWEEN the Lieutenant Governor (which expression shall include his successors in office and assigns) of the one part and----- residing at-----  
herein after called "the grantee" (which expression shall include his heirs, executors, administrators, legal representatives and assigns) of the other part, witnesseth as follows :-

The Lieutenant Governor, Pondicherry, hereby grants the land described in the Schedule below to  
(name and address of the grantee) for temporary occupation for a period of-----year(s)/month(s) commencing from -----(date, month and year) subject to the following terms, and conditions to which the aforesaid grantee has agreed.

(1) The grant is liable to cancellation if it be found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation or fraud or that there was an irregularity in the procedure.

(2) In the event of such cancellation of the grant, the grantee shall not be entitled to compensation for any loss caused to him by the cancellation.

(3) The grantee shall pay the sum of Rs..... as and for security for the fulfilment and observance by him of the conditions contained in the grant. The sum so deposited shall be liable to be forfeited to the Government of Pondicherry (hereinafter called the Government) under the orders of the Collector in the event of the failure by the grantee to fulfill and observe any of the conditions of the grant.

(4) The grantee shall not transfer to any other person the rights hereby conveyed to him, without the previous sanction of the Government.

(5) The grantee shall, so long as the grant be in force, pay clear of all deductions a sum of Rs..... per annum for credit to the general revenue of the State and a further sum of Rs..... on account of rates, taxes, assessments, and outgoings, payable by the Government to the Municipality as a result of his occupation of the land . The consolidated charge shall be payable to the Government in advance annually/monthly, the first of such payments to be made on the day..... and the subsequent annual/monthly payments on the corresponding day of the succeeding years/months.

(6) In the event of the municipality varying its demand the Government shall be at liberty to revise, without notice, the second part of the charge referred to in condition (5) as the sum payable by the grantee on account of taxation by the Municipality and, on such revision, any balance due shall become immediately payable to the grantee.

(7) The Government reserve to themselves the right to enhance the rent, during the period of lease and the grant is liable to cancellation if the grantee is not agreeable to pay enhanced rent when so required.

(8) The grantee shall not use the land except for the purpose of the-----

Which are the following :-

(9) The grantee may erect-----  
in accordance with the plan (s) hereto annexed.

(10) The land and the building(s) thereon shall not be used for political meetings.

(11) The grantee shall not, except as provided in condition (9) erect any buildings, fences or structures of a permanent or temporary character on the land without the previous written sanction of the Collector.

(12) The grantee shall maintain the said land in a clean and sanitary condition to the satisfaction of the Government and shall also maintain the structures, if any, erected thereon as aforesaid, in good and substantial repair to the satisfaction of the Collector.

(13) The grantee may uproot, cut down or destroy such trees, plants, groves or bushes if in the opinion of the Collector it is necessary to uproot, cut down or destroy to make the land fit for the purpose of and may take them free of charge and dispose of them in any manner he likes. The grantee may level the ground by removing embanked pathways and filling up low-lying places on the land so as to make the ground fit for the purpose of----- and may mow and cut the grass thereon and diagnose of the same in any manner he likes and do any work on the land which, in the opinion of the Government, is necessary for such purpose.

Note, if the trees are valuable, it may be stipulated that the tree growth cut should be handed over to the Collector or any officer deputed by him in this behalf for disposal.

(14) The grantee shall remove immediately any authorised building, fence or structure, on receiving notice from the Collector and in default of immediate compliance with any such notice, the Collector shall have power to remove the same and the grantee shall upon demand made by or on behalf of the Collector pay the cost of removal and the cost of storing the materials removed and claim to any materials removed under this condition, which shall not have been taken delivery of or the cost of removal and storage of which shall not have been paid by the grantee on demand made as aforesaid.

(15) The grantee shall not without the previous written sanction of the Collector, permit any person to use the land or any structure thereon or any portion of the land or structure except as provided in condition (8).

(16) The grantee shall, on the termination or revocation of this grant, restore the said land to the Government in as good a condition as is consistent with the foregoing conditions.

(17) The grantee shall be answerable to the Government for all or any injury or damage done to the said land and other Government property thereon except as is permitted by the foregoing conditions.

(18) The Government may revoke the grants wholly or in part, if the sums specified in condition (5) above or any part thereof shall remain unpaid for 15 days after they have become payable, whether formally demanded or not or if the grantee shall have broken any of the conditions of the grant herein contained and assume control or otherwise dispose of, all, or any part of the land and any buildings, fences and structures thereon and the grantee shall not be entitled to any compensation therefor.

(19) If the amount specified in condition (5) or (6) above or any part thereof is in arrear, it shall also be competent for the Government to recover the same from the grantee as an arrear of land revenue.

(20) The grant hereby given may be revoked by the Collector getting on behalf of the Lieutenant Governor, Pondicherry after giving \_\_\_\_\_ months` notice in writing and by the Government without notice in an emergency) and shall be terminable by the grantee giving to the Collector months` notice in writing but without prejudice to any right of action or remedy of the Government in respect of any antecedent breach of any of the foregoing conditions. The gantee shall not, in case of such revocation or termination, be entitled to any compensation in respect of any structures on the land or of any other improvements effected by the grantee to the land or for the loss caused by the interruption of his occupation, but he may, before the revocation or termination of the grant taken effect, or if the grant is revoked without notice within such time as may be allowed in the Collector in that behalf, remove such structures.

(21) The grant including all rights, easements and appurtenances belonging to the land or reputed to belong to it or usually held or enjoyed with it. The existing and customary rights of Government and the public in roads and paths and rivers, streams and channels running through or bounding the land and the right of Government to the mines and quarries, subjacent to the land are, however, reserved and are in no way affected by the grant.

(22) In the event of termination of the grant under condition (1) or (2) the Government shall be at liberty to levy proportionate rental up to the date of such termination.

(23) The sum of Rs..... deposited by the grantee under condition (3) or such portion thereof as may be returnable to him shall be returned to him on the expiration or soon after termination of the grant.

(24) If any dispute or difference shall at any time hereafter arise between the Government or their officers on the one part and the grantee as to the rights, duties or liabilities of either party in respect of any matter or thing relating to or arising out of the grant or the construction or the meaning of all or any of the provisions herein contained the said dispute or difference shall be refered for settlement to arbitration of the Collector for the time being and his decision shall be final.

(25) If the grantee shall fail to pay the Government any sums payable under the grant on the respective dates on which they are made payable, he shall pay interest at 12 per cent per annum on such amounts from the dates on which they were so payabe until the date of payment or recovery.

## SCHEDULE

<u>Region and</u>	<u>Town or village</u>	<u>Ward No.</u>	<u>Survey No.</u>	<u>Area Boundaries</u>
-------------------	------------------------	-----------------	-------------------	------------------------

In witness whereof-----  
(Name and designation) acting for and on behalf of and by the order and direction of the Lieutenant  
Governor, Pondicherry and-----the grantee aforesaid have hereunto  
set their hands this-----day of-----

Signed by aforesaid

In the presence of -

- 1.
- 2.

Signed by aforesaid

In the presence of -

- 1.
- 2.

ANNEXURE

Plan(s), if any (to be specified)