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# THE PUNJAB COLONY MANUAL

***Revised Edition***

**1933.**

BY

F. B. WACE, I.C.S.

**Supplement No. I.**

MINOR COLONIES  
CONDITIONS AND FORMS.



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# CONTENTS.

	PAGE.
<b>CHAPTER I—Sidhuai Colony Leases and Forms.</b>	
SECTION 1.—Indenture Forms .. .. .	1
„ 2.—Form of Deed of Sale .. .. .	26
„ 3.—Form of Sanad of Occupancy Rights .. .. .	27
„ 4.—Forms of Temporary Cultivation leases .. .. .	28
„ 5.—Statement of conditions governing tenancies of village sites for certain purposes .. .. .	32
„ 6.—Deed of conveyance of land granted for certain purposes in respect of which proprietary rights have been purchased by the tenants in colony villages .. .. .	36
„ 7.—Form of notice for the sale of shop sites in colony villages .. .. .	39
<b>CHAPTER II—Sohag-Para Colony Lease, Conditions and Forms.</b>	
SECTION 1.—Form of Indenture .. .. .	40
„ 2.—Form of Deed of Sale .. .. .	45
„ 3.—Statements of Conditions .. .. .	46
„ 4.—Deed of conveyance of land granted for certain purposes in respect of which proprietary rights have been purchased by tenants in colony villages .. .. .	71
„ 5.—Form of notice for the sale of shop sites in colony villages .. .. .	72
<b>CHAPTER III—Chunian Colony Conditions and Forms.</b>	
SECTION 1.—Statement of Conditions .. .. .	73
„ 2.—(1) Notice of Sale, Conditions of Sale and Agreement to purchase .. .. .	101
(2) Conditions of Sale by Auction of Shop and Residential House Sites .. .. .	109
(3) Deed of Sale of Land for Factory Sites .. .. .	112
(4) Deed of Conveyance for agricultural land in which proprietary rights have been acquired by tenants .. .. .	112
(5) Deed of conveyance of land granted for certain purposes in respect of which proprietary rights have been purchased by the tenants in colony villages .. .. .	116
(6) Form of notice for the sale of shop sites in colony villages .. .. .	116
„ 3.—Forms of Temporary Cultivation leases .. .. .	117
<b>CHAPTER IV—Upper Chenab Colony Conditions and Forms.</b>	
SECTION 1.—Statements of conditions applicable to classes of tenants .. .. .	118
„ 2.—Forms of Agreement of Sale, Conditions of Intermediate Tenancy and Deed of Sale—	
(1) Conditions of Intermediate Tenancy .. .. .	139
(2) Agreement of Sale .. .. .	140
(3) Deed of Sale .. .. .	141
„ 3.—Special Tenancy of Sardar Gajjinder Singh .. .. .	144
„ 4.—Notice of sale by auction, conditions of sale and agreement to purchase .. .. .	149
„ 5.—Forms of Conveyance of Site in Towns, &c. .. .. .	155
„ 6.—Deed of Conveyance for agricultural land in which proprietary rights have been acquired by tenants .. .. .	162
„ 7.—Forms of Temporary Cultivation leases .. .. .	166
„ 8.—Deed of conveyance for agricultural land in which a free grant of proprietary rights has been made .. .. .	167
„ 9.—Deed of conveyance of land granted for certain purposes in respect of which proprietary rights have been purchased by the tenants in colony villages .. .. .	171
„ 10.—Form of notice for the sale of shop sites in colony villages .. .. .	172

	PAGE.
<b>CHAPTER V—Upper Jhelum Colony Conditions and Forms.</b>	
<b>SECTION 1.—Statements of Conditions</b> .. ..	193
„ 2.—Forms of Conveyance of Sites in Towns, &c. ..	193
„ 3.—Deed of Conveyance for agricultural land in which proprietary rights have been acquired by tenants ..	194
„ 4.—Forms of Temporary Cultivation leases ..	195
„ 5.—Deed of Conveyance for agricultural land in which a free grant of proprietary rights has been made ..	196
„ 6.—Deed of conveyance of land granted for certain purposes in respect of which proprietary rights have been purchased by tenants in colony villages ..	197
„ 7.—Form of notice for the sale of shop sites in colony villages ..	198
<b>CHAPTER VI—Conditions and Forms applicable to other areas brought under the Colonization Act.</b>	
<b>SECTION 1.—Conditions governing grants of land in Rakh Serai Amanat Khan, Amritsar District</b> .. ..	199
„ 2.—Conditions governing grants in Rakhs Nag and Bhoru, Amritsar District .. ..	203

## CHAPTER I.—Sidhnai Colony Leases and Forms.

### SECTION 1.—INDENTURE FORMS.

No definite statements of conditions governing grants of land in the Sidhnai Canal Colony have been drawn up, but in the case of each grant the terms are included in an indenture or deed of lease executed by the Deputy Commissioner on behalf of Government and the lessee. In all, five forms of lease have been used at different stages of the progress of the colony :—

Form 1 was drawn up in 1885 for the pioneer settlers, and provides for the purchase of proprietary rights.

Form 2 was sanctioned by the Financial Commissioner in 1890 agreeably with the orders of the Punjab Government, for use in cases of (i) a lease jointly to a number of share-holders of a sufficient number of 90-acre holdings to form an estate or a sub-division of an estate; or (ii) a lease jointly to several persons of a holding of 90 acres.

Such grants were made of inferior unallotted land on the main canal and of lands on the three subsidiary canals.

Form 3 was substituted in 1897 for use in cases of—

- (i) tenants on the old branches of the canal who had been given the earliest form of indenture, but had failed to fulfil its conditions as to cultivation, and were granted fresh periods of grace in this respect; and
- (ii) new tenants who were put on to areas still lying unoccupied in the main colony tract or on to holdings which had fallen vacant owing to abandonment by or eviction of the original tenants.

The prominent feature of this form of lease is the provision enabling lessees who fulfil conditions to obtain only occupancy instead of proprietary rights.

Forms 4 and 5 were introduced in 1900, the former for new grants made in the area commanded by the Rawan extension, the latter for grants made from time to time in place of forfeited grants on the already colonized parts of the canal. The chief modification in these forms relates to the rates of *malikana* levied, discrimination being shown in favour of pioneer settlers.

Form 1.—Government of India letter No. 253—R.—49—6, dated 4th May 1886.

Form 2.—Punjab Government letter No. 31, dated 17th May 1890.

Form 3.—Punjab Government letter No. 100, dated 24th September 1897.

Form 4.—Punjab Government letters No. 1592-S., dated 1st October 1900, and No. 85, dated 15th August 1904.

Form 5.—Punjab Government letters No. 1592-S., dated 1st October 1900, and No. 40, dated 23rd April 1903.

**Preamble.**

**(1) Indenture Form No. 1.**

**INDENTURE.**

This indenture made the ---- day of ---- 193-- between the Secretary of State for India in Council (hereinafter called "the Government") of the one part and ----, son of ----, caste ----, resident of ---- (hereinafter called "the lessee") of the other part; whereas the New Sidhnai Canal in the Multan district is now ready to irrigate certain lands the property of Government in the district of Multan: and whereas the Government has at its own expense excavated certain channels adjacent to the said canal capable of being used for water-courses to be supplied with water from the said canal: and whereas the lessee being desirous of obtaining a lease of a portion of the said lands the property of Government situated in the vicinity of one of the said channels has applied to the Government accordingly: Now this Indenture witnesseth that in consideration of the rent hereinafter reserved and the stipulations hereinafter contained and to be observed by the said ---- the Government doth hereby grant unto the said ---- a lease of all the Government lands described in the Schedule hereunto annexed (hereinafter called "the said lands") upon the following conditions:—

**Exceptions of channels, rights to minerals, etc.**

I.—That the Government does not grant to the lessee but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in any part of the said lands already excavated or otherwise utilized for the aforesaid channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings and quarries together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

**Power of Government entry to search for minerals, &c.**

II.—That the lessee will at all times permit the officers of Government to enter and do all acts and things necessary for the full enjoyment of the ground and the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, quarries and easements in or upon the said lands and all parts thereof.

III.—That the lessee will at all times on receipt of a requisition in writing signed by the Deputy Commissioner of \_\_\_\_\_ permit the said Deputy Commissioner of \_\_\_\_\_ to take possession of and to finally resume for the Government, as if this lease had never been executed, so much of the said lands as may from time to time in the opinion of the said Deputy Commissioner of \_\_\_\_\_ be required for the construction [repairs or maintenance] of roads, water-courses [or any works connected therewith]: and the lessee will accept such compensation as may be fixed in each case by the Deputy Commissioner of \_\_\_\_\_ in full satisfaction and compensation for the same.

Resumption  
of land for  
public  
purposes.

IV.—That the lessee will pay the whole cost of the survey and demarcation of the said lands as calculated and fixed by the Deputy Commissioner of \_\_\_\_\_.

Cost of survey and demarcation.

V.—That the lessee will duly comply with such directions as the Deputy Commissioner of Multan shall from time to time issue requiring him to construct boundary marks on the limits of the said lands, and will keep them, when erected, in good repair to the satisfaction of the Deputy Commissioner of Multan.

Demarcation  
of boundaries.

VI.—That the lessee will pay the yearly rent hereby reserved, namely, a sum of \_\_\_\_\_\* in such instalments, on or before such dates, to such person and at such places as the Deputy Commissioner of Multan shall from time to time appoint.

Payment of  
rent or  
malikana.

VII.—That the lessee will also pay when due all revenue assessments and cesses imposed by competent authority in respect of the said lands or any part thereof. And it is hereby agreed that until altered by the Local Government or other competent authority the assessments and cesses in respect of the said lands shall be as follows, that is to say, the assessment will be \_\_\_\_\_\*

Assessments,  
remissions,  
etc.

VIII.—That in consideration of the lessee's paying the rent hereinbefore reserved and duly observing the stipulations contained in clause VII of this lease, the Government covenants and agrees that in the event of canal water being supplied to the lessee during the currency of this lease in respect of the said lands or any part thereof, the Government will itself pay all charges, leviable on account of such water, both owner's rate and occupier's rate referred to in the Northern India Canal and Drainage Act, 1873, sections 36 and 37 :

Payment of  
water  
charges.

Provided always and it is hereby expressly agreed and declared by and between the Government and the lessee that nothing herein or in any part of this instrument contained shall be taken or understood to bind the Government to supply any water to the lessee in

\* The lease form contained in this place full details of the various initial assessments imposed, but as these are now all obsolete, they have not been reproduced. For a discussion of assessments—*vide* Chapter VIII of the Manual.

respect of the said lands or any parts thereof or to vest in the lessee any right, title, claim, easement or privilege whatsoever to or in respect of any water.

Payment of  
cost of con-  
struction of  
channel.

IX.—That the lessee will pay such rateable share of the cost of the construction of the channel or channels by which the said lands or any part thereof shall be or are capable of being supplied with water the amount of the said rateable share to be fixed by the Deputy Commissioner of Multan and to be paid in such instalments with such interest on or before such dates to such person and at such place as the Deputy Commissioner of Multan shall appoint.

Trees on  
holding.

X.—That the lessee may use for his own *bona fide* private purposes connected with the cultivation or reclamation of the said lands any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered or exchanged or given away by the lessee.

Alienation.

XI.—That the lessee will not assign, transfer, or otherwise alienate or create any charge whatever direct or indirect upon or part with the possession of the said lands or any part thereof without the written permission of the Government first obtained.

Supply of  
labourers by

XII.—That as often as he shall receive a requisition for labourers in writing signed by the officer in charge of the Sidhnai Canal stating—

- (1) the nature and locality of the work to be done ;
- (2) the number of labourers to be supplied by the lessee ;
- (3) the approximate time for which the place at which and the day on which the labourers will be required ;

the lessee will without fail supply the said labourers (all adult and able-bodied) at the time and place specified in the said notice, and will be responsible that they or others in their stead shall continue present and at work until the work specified in the said notice is completed to the satisfaction of the said Canal Officer :

PROVIDED as follows :—

*Firstly.*—Such requisition as aforesaid shall be delivered to the lessee or left at the house in which he ordinarily resides not less than                      clear days before the labour is required.

*Secondly.*—The number of labourers to be called for by the said notice shall not exceed one labourer for —acres of land held by the lessee and under cultivation at the previous *kharif* harvest.

*Thirdly.*—The said Canal Officer may by the notice aforesaid call for the said labourers for the performance of work of any description connected with the clearance, maintenance or repair of the Sidhnai Canal and of its distributaries at any place and during any period subject to the general control of the Deputy Commissioner of Multan.

*Fourthly.*—The said Canal Officer shall pay the said labourers at daily rates to be fixed from time to time by the Deputy Commissioner of Multan.

*Fifthly.*—The daily rates for such labourers shall not be less than——annas a day per head.

*Sixthly.*—In the case of every labourer supplied as in this clause provided the daily payment shall continue for the whole period during which he is in consequence of being so supplied prevented from following his ordinary occupation.

XIII.—That the lessee will bring one-half of the said lands reckoned exclusively of roads, hedges, ditches and all other unculturable portions thereof which for the purposes of his lease shall be conclusively taken as being ——per cent. of the said land under cultivation within three years from the ——day of——, 19——and two-thirds thereof similarly reckoned within five years from the same date, and that (without prejudice to the general clause for re-entry hereinafter contained) failing his so doing, the Government may forthwith without payment of any compensation whatever, resume and repossess the whole of the said lands as though this lease had never been granted. Cultivation of land.

XIV.—That at or after the expiration of five years from the date of this lease the lessee having duly paid the rent herein reserved and having duly observed the stipulations herein contained and to be by him observed shall be entitled (at any time) to purchase from the Government the proprietary right in the said lands (but subject always to all the reservation set forth in clause I of this instrument) on payment to the Government at the rate of Rs. 3 per acre: Provided that in the event of any such purchase the purchaser, his heirs, legal representatives and assigns shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained, the following alone excepted, namely, clauses IV, VI, XI, XIII, XVI, XVII. Acquisition of Proprietary rights.

XV.—That no right of pre-emption shall be at any time acquired or acquirable in respect of the said lands or any part thereof. Right of pre-emption.

XVI.— That so long as this lease shall continue in force it shall be competent to the Government to cancel, alter or modify all or any terms thereof at each settlement of the Multan district, and the lessee shall be bound by any such cancellation, alteration or modification. Alteration of lease terms.

XVII.—That this lease shall be deemed to be an agreement in writing within the meaning of section 2 of the Punjab Tenancy Act, 1868, whereby the application of the said Act to the said lands shall be wholly excluded. Exclusion of Tenancy Act.



**Infringement  
of conditions.  
Penalty of  
dispossession**

XVIII.—That if the lessee fails to pay in the manner hereinbefore provided the rent hereby reserved or to duly observe all or any of the stipulations herein contained and to be by him observed, then and in any such case the Government may forthwith without payment of any compensation whatever resume and repossess the whole of the said lands as though this lease had never been granted.

**Arbitration.**

XIX.—That in the event of any dispute arising between the Government and the lessee during the currency of this lease as to the property and right hereby reserved to Government or as to any matter in any way relating thereto or as to any condition of this lease or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner of Multan, whose decision shall be final and conclusive between the parties to this lease.

**Payment of  
stamp duty.**

XX.—Any stamp duty payable in respect of this instrument shall be paid by the Government.

**Definitions.**

XXI.—That in every part of this instrument the terms “ the Secretary of State for India in Council ” and “ the Government ” shall be deemed to include the Secretary of State for India in Council, his successors and assigns : the term “ the lessee ” shall be deemed to include the lessee, his heirs, legal representatives and his or their assigns : and the term “ the Government ” shall be deemed to include also every person duly authorized by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this lease.

IN WITNESS whereof the said parties have hereunto set their respective hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED for  
and on behalf of the Secretary of State for  
India in Council by \_\_\_\_\_  
Deputy Commissioner of \_\_\_\_\_ acting  
under the orders of the Honourable the  
Lieutenant Governor of the Punjab.

(Sd.)

*Deputy Commis-  
sioner.*

Witnesses { Signed, sealed and delivered by the  
said A. B. in the presence of (Sd.)  
I. J. A. B  
K. L. }

## (2) Indenture Form No. 2.

## INDENTURE.

This indenture made the——day of———193—— **Preamble.**  
 between the Secretary of State for India in Council (hereinafter called  
 “the Government”) of the one part and the persons specified in  
 Schedule B hereto annexed jointly (hereinafter called “the lessees”)  
 of the other part: Whereas the New Canal in the Multan district is  
 now ready to irrigate certain lands the property of Government in the  
 district of Multan: and whereas the Government has at its own  
 expenses excavated certain channels adjacent to the said canal capable  
 or being used for water-courses to be supplied with water from the  
 said canal: and whereas the lessees being desirous of obtaining a  
 lease of a portion of the said lands the property of Government situated  
 in the vicinity of one of the said channels have applied to the Govern-  
 ment accordingly: Now this Indenture witnesseth that in considera-  
 tion of the rent hereinafter reserved and the stipulations hereinafter  
 contained and to be observed by the said———the Govern-  
 ment doth hereby grant jointly unto the said———in the follow-  
 ing shares a lease of all the Government lands described in the Schedule A  
 hereunto annexed (hereinafter called “the said lands”) to be held  
 on the shares specified in Schedule B upon the following conditions:—

I.—That the Government does not grant to the lessees but here- **Exceptions**  
 by absolutely excepts and reserves to itself out of and in respect of the **of channels,**  
 said lands (1) all grounds situate in any part of the said lands already **rights to**  
 excavated or otherwise utilized for the aforesaid channels, and (2) all **minerals, &c.**  
 existing rights to and over all mines and minerals, coals, gold-washings  
 and quarries together with all easements heretofore enjoyed by the  
 Government in respect of the said lands or any part thereof.

II.—That the lessees will at all times permit the officers of Gov- **Power of**  
 ernment to enter and do all acts and things necessary for the full enjoy- **Government**  
 ment of the ground and the rights hereinbefore reserved to the Gov- **entry to**  
 ernment to and over all mines and minerals, coals, gold-washings, **search for**  
 quarries and easements in or upon the said lands and all parts thereof. **minerals, &c.**

III.—That the lessees will at all times on receipt of a requisition **Resumption**  
 in writing signed by the Deputy Commissioner of——— **of land for**  
 permit the said Deputy Commissioner of——— **public**  
 possession of and to finally resume for the Government, as if this **purposes.**  
 lease had never been executed, so much of the said lands as may  
 from time to time in the opinion of the said Deputy Commissioner  
 of———be required for the construction [repairs or  
 maintenance] of roads, water-courses [or any works connected there-  
 with]: and the lessee will accept such compensation as may be fixed  
 in each case by the Deputy Commissioner of———in  
 full satisfaction and compensation for the same.

IV.—That the lessees will pay the whole cost of the survey and **Cost of sur-**  
 demarcation of the said lands as calculated and fixed by the Deputy **vey and des-**  
 Commissioner of———. **marcation.**

**Demarcation  
of boundaries.**

V.—That the lessees will duly comply with such directions as the Deputy Commissioner of Multan shall from time to time issue requiring them to construct boundary marks on the limits of the said lands, and will keep them, when erected, in good repair to the satisfaction of the Deputy Commissioner of Multan.

**Payment of  
rent or  
malikana.**

VI.—That the lessees will pay the yearly rent hereby reserved, namely, the sum of \_\_\_\_\_\* in such instalments, on or before such dates, to such person and at such place as the Deputy Commissioner of Multan shall from time to time appoint.

**Assessments,  
remissions,  
etc.**

VII.—That the lessee will also pay when due all revenue assessments and cesses imposed by competent authority in respect of the said lands or any part thereof and the said lessees shall be jointly and severally liable for the same. And it is hereby agreed that until altered by the Local Government or other competent authority the assessment and cesses in respect of the said lands shall be as follows, that is to say the assessment will be \_\_\_\_\_\*

**Payment of  
water  
charges.**

VIII.—That in consideration of the lessees' paying the rent hereinbefore reserved and duly observing the stipulations contained in clause VII of this lease, the Government covenants and agrees that in the event of canal water being supplied to the lessees during the currency of this lease in respect of the said lands or any part thereof, the Government will itself pay all charges, leviable on account of such water, both owner's rate and occupier's rate referred to in the Northern India Canal and Drainage Act, 1873, sections 36 and 37 :

Provided always and it is hereby expressly agreed and declared by and between the Government and the lessees that nothing herein or in any part of this instrument contained shall be taken or understood to bind the Government to supply any water to the lessees in respect of the said lands or any parts thereof or to vest in the lessees any right, title, claim, easement or privilege whatsoever to or in respect of any water.

**Payment of  
cost of con-  
struction of  
channel.**

IX.—That the lessees will pay such rateable share of the cost of the construction of the channel or channels by which the said lands or any part thereof shall be or are capable of being supplied with water the amount of the said rateable share to be fixed by the Deputy Commissioner of Multan and to be paid in such instalments with such interest on or before such dates to such person and at such place as the Deputy Commissioner of Multan shall appoint and the said lessees shall be jointly and severally liable for the same.

---

\* The lease form contained in this place full details of the various initial assessments imposed, but as these are now all obsolete, they have not been reproduced. For a discussion of assessments *vide* Chapter VIII of the Manual.

X.—That the lessees may use for their own *bona fide* private purposes connected with the cultivation or reclamation of the said lands any trees or brushwood standing thereon but such trees or brushwood shall not be sold, bartered or exchanged or given away by the lessees. Trees on holding.

XI.—That the lessees will not assign, transfer, or otherwise alienate or create any charge whatever direct or indirect upon or part with the possession of the said lands or any part thereof without the written permission of the Government first obtained. Alienation.

XII.—That as often as all or any of the said lessees shall receive a requisition for labourers in writing signed by the officer in charge of the Sidhnai Canal stating— Supply of labourers by lessees.

- (1) the nature and locality of the work to be done ;
- (2) the number of labourers to be supplied by the lessees ;
- (3) the approximate time for which the place at which and the day on which the labourers will be required ;

they will without fail supply the said labourers (all adult and able-bodied) at the time and place specified in the said notice, and will be responsible that they or others in their stead shall continue present and at work until the work specified in the said notice is completed to the satisfaction of the said Canal Officer ;

PROVIDED as follows :—

*Firstly.*—Such requisition as aforesaid shall be delivered to the one or all of the lessees or left at the house in which they or he ordinarily resides not less than——clear days before the labour is required.

*Secondly.*—The number of labourers to be called for by the said notice shall not exceed one labourer for——acres of land held by the lessee and under cultivation at the previous *kharif* harvest.

*Thirdly.*—The said Canal Officer may by the notice aforesaid call for the said labourers for the performance of work of any description connected with the clearance, maintenance or repair of the Sidhnai Canal and of its distributaries at any place and during any period subject to the general control of the Deputy Commissioner of Multan.

*Fourthly.*—The said Canal Officer shall pay the said labourers at daily rates to be fixed from time to time by the Deputy Commissioner of Multan.

*Fifthly.*—The daily rates for such labourers shall not be less than——annas a day per head.

*Sixthly.*—In the case of every labourer supplied as in this clause provided the daily payment shall continue for the whole period during which he is in consequence of being so supplied prevented from following his ordinary occupation.

**Cultivation of land.**

XIII.—That the lessees will bring one-half of the said lands reckoned exclusively of roads, hedges, ditches and all other unculturable portions thereof which for the purposes of this lease shall be conclusively taken as being ——— per cent. of the said land under cultivation within three years from the ——— day of ———, 19—— and two-thirds thereof similarly reckoned within five years from the same date, and that (without prejudice to the general clause for re-entry hereinafter contained) failing their so doing, the Government may forthwith without payment of any compensation whatever resume and repossess the whole of the said lands as though this lease had never been granted.

**Acquisition of proprietary rights.**

XIV. — That at or after the expiration of five years from the date of this lease the lessees having duly paid the rent herein reserved and having duly observed the stipulations herein contained and to be by them observed shall be entitled (at any time) to purchase from the Government the proprietary right in the said lands (but subject always to all the reservations set forth in clause I of this instrument) on payment to the Government at the rate of Rs. 3 per acre : Provided that in the event of any such purchase the purchaser, his heirs, legal representatives and assigns shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained, the following alone excepted, namely, clauses IV, VI, VIII, XI, XIII, XVII, XVIII, XIX.

**Right of pre-emption.**

XV.—That no right of pre-emption other than that permitted by clause XVI shall be at any time acquired or acquirable in respect of the said lands or any part thereof.

**Absenteeism of a joint lessee and disposal of his share by pre-emption.**

XVI.—In the event of any one of the said joint lessees not having permanently settled on the said land within three years from this date Government hereby reserves to itself the right to dispose of such share ; the right of pre-emption in the share of such defaulting joint lessee shall be allowed to the remaining joint lessee.

**Alteration of lease terms.**

XVII.—That so long as this lease shall continue in force it shall be competent to the Government to cancel, alter or modify all or any terms thereof at each settlement of the Multan district, and the lessees shall be bound by any such cancellation, alteration or modification.

**Exclusion of Tenancy Act.**

XVIII.—That this lease shall be deemed to be an agreement in writing within the meaning of section 2 of the Punjab Tenancy Act, 1868, whereby the application of the said Act to the said lands shall be wholly excluded.

XIX.—That if the lessees fail to pay in the manner hereinbefore provided the rent hereby reserved and to duly observe all or any of the stipulations herein contained and to be by them observed, then and in any such case the Government may forthwith without payment of any compensation whatever resume and repossess the whole of the said lands as though this lease had never been granted. Infringement of conditions. Penalty of dispossession.

XX.—That in the event of any dispute arising between the lessees themselves or between the Government and all or any of the lessees during the currency of this lease as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any condition of this lease or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissicner of Multan, whose decision shall be final and conclusive between the parties to this lease. Arbitration.

XXI.—Any stamp duty payable in respect of this instrument shall be paid by the Government. Payment of stamp duty.

XXII.—That in every part of this instrument the terms “the Secretary of State for India in Council” and “the Government” shall be deemed to include the Secretary of State for India in Council, his successors and assigns: the term “the lessee” shall be deemed to include the lessee, his heirs, legal representatives and his or their assigns: and the term “the Government” shall be deemed to include also every person duly authorized by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this lease. Definitions.

IN WITNESS whereof the said parties have hereunto set their respective hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED for and on behalf of the Secretary of State for India in Council by _____ Deputy Commissioner of _____ acting under the orders of the Honourable the Lieutenant Governor of the Punjab.	}	(Sd.)  Deputy Commiss- ioner.
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Witnesses	{	Signed, sealed and delivered by the said A. B. in the presence of <div style="text-align: center;">I. J.</div> <div style="text-align: center;">K. L.</div>	}	(Sd.) A. B.
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**(3) Indenture Form No. 3.**

## INDENTURE.

**Preamble.** This indenture made the \_\_\_\_\_-day of \_\_\_\_\_-193-  
between the Secretary of State for India in Council (hereinafter called  
“the Government”) of the one part and \_\_\_\_\_, son  
of \_\_\_\_\_, caste \_\_\_\_\_, resident of \_\_\_\_\_  
(hereinafter called “the lessee”) of the other part: Whereas the  
Sidhnai Canal in the Multan district is now ready to irrigate certain  
lands the property of Government in the district of Multan: and  
whereas the Government has at its own expense excavated certain  
channels adjacent to the said canal capable of being used for water-  
courses to be supplied with water from the said canal: and whereas  
the lessee being desirous of obtaining a lease of a portion of the said  
lands the property of Government situated in the vicinity of one of  
the said channels has applied to the Government accordingly: Now  
this Indenture witnesseth that in consideration of the rent hereinafter  
reserved and the stipulations hereinafter contained and to be observed  
by the said \_\_\_\_\_the Government doth hereby grant unto  
the said \_\_\_\_\_a lease of all the Government lands described in  
the Schedule hereunto annexed (hereinafter called “the said lands”)  
upon the following conditions:—

**Exceptions of channels, rights to minerals, &c.** I.—That the Government does not grant to the lessee, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in any part of the said lands already excavated or otherwise utilized for the aforesaid channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings and quarries together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

**Power of Government entry to search for minerals, &c.** II.—That the lessee will at all times permit the officers of Government to enter and do all acts and things necessary for the full enjoyment of the ground and the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, quarries and easements in or upon the said lands and all parts thereof.

**Resumption of land for public purposes.** III.—That the lessee will at all times on receipt of a requisition in writing signed by the Deputy Commissioner of \_\_\_\_\_ permit the said Deputy Commissioner of \_\_\_\_\_to take possession of and to finally resume for the Government, as if this lease had never been executed, so much of the said lands as may from time to time in the opinion of the said Deputy Commissioner of \_\_\_\_\_ be required for the construction [repairs or maintenance] of roads, water-courses [or any works connected therewith]: and the lessee will accept such compensation as may be fixed in each case by the Deputy Commissioner of \_\_\_\_\_in full satisfaction and compensation for the same.

IV.—That the lessee will if he has not already done so pay the whole cost of the survey and demarcation of the said lands as calculated and fixed by the Deputy Commissioner of Multan. Cost of survey and demarcation.

V.—That the lessee will duly comply with such directions as the Deputy Commissioner of Multan shall from time to time issue requiring him to construct boundary marks on the limits of the said lands, and will keep them, when erected, in good repair to the satisfaction of the Deputy Commissioner of Multan. Demarcation of boundaries.

VI.—That the lessee will pay the yearly rent hereby reserved, namely, a sum of —————\* in such instalments, on or before such dates, to such person and at such places as the Deputy Commissioner of Multan shall from time to time appoint. Payment of rent or malikana.

VII.—That the lessee will also pay when due all revenue assessments and cesses imposed by competent authority in respect of the said lands or any part thereof. And it is hereby agreed that until altered by the Local Government or other competent authority the assessment and cesses in respect of the said lands shall be as follows, that is to say the assessment will be —————\*. Assessments, remissions, etc.

VIII.—That in consideration of the lessee's paying the rent hereinbefore reserved and duly observing the stipulations contained in clause VII of this lease, the Government covenants and agrees that in the event of canal water being supplied to the lessee during the currency of this lease in respect of the said lands or any part thereof, the Government will itself pay all charges leviable on account of such water, both owner's rate and occupier's rate referred to in the Northern India Canal and Drainage Act, 1873, sections 36 and 37: Payment of water charges.

Provided always and it is hereby expressly agreed and declared by and between the Government and the lessee that nothing herein or in any part of this instrument contained shall be taken or understood to bind the Government to supply any water to the lessee in respect of the said lands or any parts thereof or to vest in the lessee any right, title, claim, easement or privilege whatsoever to or in respect of any water.

IX.—That the lessee will pay such rateable share of the cost of the construction of the channel or channels by which the said lands or any part thereof shall be or are capable of being supplied with water the amount of the said rateable share to be fixed by the Deputy Commissioner of Multan and to be paid in such instalments with such interest on or before such dates to such person and at such place as the Deputy Commissioner of Multan shall appoint. Payment of cost of construction of channels.

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\*The lease form contained in this place full details of the various initial assessments imposed, but as these are now all obsolete, they have not been reproduced. For a discussion of assessments *vide* Chapter VIII of the Manual.



Trees on  
holding.

X.—That the lessee may use for his own *bona fide* private purposes connected with the cultivation or reclamation of the said lands any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered or exchanged or given away by the lessee.

Alienation.

XI.—That the lessee will not assign, transfer, or otherwise alienate or create any charge whatever direct or indirect upon or part with the possession of the said lands or any part thereof without the written permission of the Government first obtained.

Supply of  
labourers by  
lessees.

XII.—That as often as he shall receive a requisition for labourers in writing signed by the officer in charge of the Sidhnai Canal stating—

- (1) the nature and locality of the work to be done ;
- (2) the number of labourers to be supplied by the lessee ;
- (3) the approximate time for which the place at which and the day on which the labourers will be required ;

the lessee will without fail supply the said labourers (all adult and able-bodied) at the time and place specified in the said notice, and will be responsible that they or others in their stead shall continue present and at work until the work specified in the said notice is completed to the satisfaction of the said Canal Officer :

PROVIDED as follows :—

*Firstly.*—Such requisition as aforesaid shall be delivered to the lessee or left at the house in which he ordinarily resides not less than——clear days before the labour is required.

*Secondly.*—The number of labourers to be called for by the said notice shall not exceed one labourer for twenty acres of land held by the lessee and under cultivation at the previous *kharif* harvest.

*Thirdly.*—The said Canal Officer may by the notice aforesaid call for the said labourers for the performance of work of any description connected with the clearance, maintenance or repair of the Sidhnai Canal and of its distributaries at any place and during any period subject to the general control of the Deputy Commissioner of Multan.

*Fourthly.*—The said Canal Officer shall pay the said labourers at daily rates to be fixed from time to time by the Deputy Commissioner of Multan.

*Fifthly.*—The daily rates for such labourers shall not be less than four annas a day per head.

*Sixthly.*—In the case of every labourer supplied as in this clause provided the daily payment shall continue for the whole period during which he is in consequence of being so supplied prevented from following his ordinary occupation.

XIII.—That the lessee will bring one-half of the said lands reckoned <sup>Cultivation of land.</sup> exclusively of roads, hedges, ditches and all other unculturable parts thereof which for the purposes of this lease shall be conclusively taken as being twenty per cent. of the said land under cultivation before the—*girdawari* of the year—and two-thirds thereof similarly reckoned before the—*girdawari* of the year—and, and that (without prejudice to the general clause for re-entry hereinafter contained) failing his so doing, the Government may forthwith without payment of any compensation whatever, resume and repossess the whole of the said lands as though this lease had never been granted.

XIV.—That the lessee will make and maintain ridges of not <sup>Construction of kiaris and well.</sup> less than one foot in height for the division of the said lands into parcels of such size and shape as the Collector may prescribe, and unless such ridges are so constructed and maintained in the whole of the said lands to the satisfaction of the Collector the lessee will pay assessments at rates equal to twice the rates mentioned in clause VII above.

The lessee will, moreover, if so required by the Collector, construct within such period as the Collector shall in writing determine a well for the irrigation of the said lands.

XV.—That after the—*girdawari* of the <sup>Acquisition of occupancy rights.</sup> year—(being the latest date fixed under clause XIII for the cultivation of two-thirds of the said lands) the lessee having duly paid all sums due to the Government under this lease and having duly observed the stipulations herein contained and to be by him observed shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in the said lands: Provided that thereafter the lessee shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained: Provided also that the lessee shall thereafter in each year maintain under cultivation not less than two-thirds of the said lands calculated in the manner described in clause XIII above.

XVI.—That so long as this lease shall continue in force it shall be <sup>Alteration of lease terms.</sup> competent to the Government to cancel, alter or modify all or any terms thereof at each settlement of the Multan district, and the lessee shall be bound by any such cancellation, alteration or modification.

XVII.—That this lease shall be deemed to be an agreement in <sup>Exclusion of Tenancy Act.</sup> writing within the meaning of section 3 of the Punjab Tenancy Act, 1887, whereby the application of the said Act to the said lands shall be wholly excluded.

XVIII.—That if the lessee fails to pay in the manner hereinbefore <sup>Infringement of conditions. Penalty of dispossession.</sup> provided the rent hereby reserved and to duly observe all or any of the stipulations herein contained and to be by him observed, then and in any such case the Government may forthwith without payment of any compensation whatever resume and repossess the whole of the said lands as though this lease had never been granted.

**Arbitration.**

XIX.—That in the event of any dispute arising between the Government and the lessee during the currency of this lease as to the property and right hereby reserved to Government or as to any matter in any way relating thereto or as to any condition of this lease or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner of Multan, whose decision shall be final and conclusive between the parties to this lease.

**Payment of stamp duty.**

XX.—Any stamp duty payable in respect of this instrument shall be paid by the Government.

**Definitions.**

XXI.—That in every part of this instrument the terms “the Secretary of State for India in Council” and “the Government” shall be deemed to include the Secretary of State for India in Council, his successors and assigns: the term “the lessee” shall be deemed to include the lessee, his heirs, legal representatives and his or their assigns: and the term “the Government” shall be deemed to include also every person duly authorized by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this lease.

IN WITNESS whereof the said parties have hereunto set their respective hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED for and on behalf of the Secretary of State for India in Council by _____ Deputy Commissioner of _____ acting under the orders of the Honourable the Lieutenant Governor of the Punjab.	}	(Sd.)  <i>Deputy Commis-</i> <i>sioner.</i>
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Witnesses {	{	Signed, sealed and delivered by the said A. B. in the presence of <div style="text-align: center;">I. J.</div> <div style="text-align: center;">K. L.</div>	}	(Sd.) A. B.
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### (4) Indenture Form No. 4.

#### INDENTURE.

**Preamble.**

This indenture made the \_\_\_\_\_ day of \_\_\_\_\_ 193\_\_\_\_  
 between the Secretary of State for India in Council (hereinafter called  
 “the Government”) of the one part and \_\_\_\_\_, son  
 of \_\_\_\_\_, caste \_\_\_\_\_, resident of \_\_\_\_\_  
 (hereinafter called “the lessee”) of the other part: Whereas the  
 Sidhnai Canal in the Multan district is now ready to irrigate certain  
 lands the property of Government in the district of Multan: and  
 whereas the Government has at its own expense excavated certain  
 channels adjacent to the said canal capable of being used for water

courses to be supplied with water from the said canal: and whereas the lessee being desirous of obtaining a lease of a portion of the said lands the property of Government situated in the vicinity of one of the said channels has applied to the Government accordingly: Now this Indenture witnesseth that in consideration of the rent hereinafter reserved and the stipulations hereinafter contained and to be observed by the said ———— the Government doth hereby grant unto the said ———— a lease of all the Government lands described in the Schedule hereunto annexed (hereinafter called "the said lands") upon the following conditions:—

I.—That the Government does not grant to the lessee, but hereby Exceptions  
of channels,  
rights to  
minerals, &c. absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in any part of the said lands already excavated or otherwise utilized for the aforesaid channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings and quarries together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

II.—That the lessee will at all times permit the officers of Gov- Power of  
Government  
entry to  
search for  
minerals, &c. ernment to enter and do all acts and things necessary for the full enjoyment of the ground and the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings quarries and easements in or upon the said lands and all parts thereof.

III.—That the lessee will at all times on receipt of a requisition Resumption  
of land for  
public  
purposes. in writing signed by the Deputy Commissioner of ———— permit the said Deputy Commissioner of ———— to take possession of and to finally resume for the Government, as if this lease had never been executed, so much of the said lands as may from time to time in the opinion of the said Deputy Commissioner of ———— be required for the construction [repairs or maintenance] of roads water-courses [or any works connected therewith]: and the lessee will accept such compensation as may be fixed in each case by the Deputy Commissioner of ———— in full satisfaction and compensation for the same.

IV.—That the lessee will if he has not already done so pay the Cost of sur-  
vey and de-  
marcation. whole cost of the survey and demarcation of the said lands as calculated and fixed by the Deputy Commissioner of Multan.

V.—That the lessee will duly comply with such directions as the Demarcation  
of boundaries. Deputy Commissioner of Multan shall from time to time issue requiring him to construct boundary marks on the limits of the said lands, and will keep them, when erected, in good repair to the satisfaction of the Deputy Commissioner of Multan.

VI.—That the lessee will pay the *malikana* hereby reserved in Payment of  
rent or  
*malikana*. such instalments, on or before such dates, to such person and at such

places as the Deputy Commissioner of Multan shall from time to time appoint, namely :—\*

Assessments,  
remissions,  
etc.

VII.—That the lessee will also pay when due all revenue assessments and cesses imposed by competent authority in respect of the said lands or any part thereof. And it is hereby agreed that until altered by the Local Government or other competent authority the assessment and cesses in respect of the said lands shall be as follows, that is to say, the assessment will be———\*

Payment of  
water  
charges.

VIII.—That in consideration of the lessee's paying the *malikana* hereinbefore reserved and duly observing the stipulations contained in clause VII of this lease, the Government covenants and agrees that in the event of canal water being supplied to the lessee during the currency of this lease in respect of the said lands or any part thereof, the Government will itself pay all charges leviable on account of such water, both owner's rate and occupier's rate referred to in the Northern India Canal and Drainage Act, 1873, sections 36 and 37 :

Provided always and it is hereby expressly agreed and declared by and between the Government and the lessee that nothing herein or in any part of this instrument contained shall be taken or understood to bind the Government to supply any water to the lessee in respect of the said lands or of any parts thereof or to vest in the lessee any right, title, claim, easement or privilege whatsoever to or in respect of any water.

Payment of  
cost of con-  
struction of  
channels and  
*burjiana*.

IX.—That the lessee will pay after the second crop, as his share of the cost of the construction of the channel or channels by which the said lands or any part thereof shall be or are capable of being supplied with water and as *burjiana* Re. 1 per acre of land leased to him.

Trees on  
holding.

X.—That the lessee may use for his own *bona fide* private purposes connected with the cultivation or reclamation of the saids lands any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered or exchanged or given away by the lessee.

Alienation.

XI.—That the lessee will not assign, transfer, or otherwise alienate or create any charge whatever direct or indirect upon or part with the possession of the said lands or any part thereof without the written permission of the Government first obtained.

Supply of  
labourers by  
lessees.

XII.—That as often as he shall receive a requisition for labourers in writing signed by the officer in charge of the Sidhmal Canal stating—

- (1) the nature and locality of the work to be done ;
- (2) the number of labourers to be supplied by the lessee ;
- (3) the approximate time for which the place at which and the day on which the labourers will be required ;

the lessee will without fail supply the said labourers (all adult and able-bodied) at the time and place specified in the said notice, and will be responsible that they or others in their stead shall continue present and at work until the work specified in the said notice is completed to the satisfaction of the said Canal Officer ;

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\*The lease form contained in this place full details of the various initial assessments imposed, but as these are now all obsolete, they have not been reproduced. For a discussion of assessments *vide* Chapter VIII of the Manual.

PROVIDED as follows :--

*Firstly.*—Such requisition as aforesaid shall be delivered to the lessee or left at the house in which he ordinarily resides not less than three clear days before the labour is required.

*Secondly.*—The number of labourers to be called for by the said notice shall not exceed one labourer for twenty acres of land held by the lessee and under cultivation at the previous *kharif* harvest.

*Thirdly.*—The said Canal Officer may by the notice afore<sup>said</sup> call for the said labourers for the performance of work of any description connected with the clearance, maintenance or repair of the Sidhnai Canal and of its distributaries at any place and during any period subject to the general control of the Deputy Commissioner of Multan.

*Fourthly.*—The said Canal Officer shall pay the said labourers at daily rates to be fixed from time to time by the Deputy Commissioner of Multan.

*Fifthly.*—The daily rates for such labourers shall not be less than four annas a day per head.

*Sixthly.*—In the case of every labourer supplied as in this clause provided the daily payment shall continue for the whole period during which he is in consequence of being so supplied prevented from following his ordinary occupation.

XIII.—That the lessee will bring one-half of the said lands reckoned <sup>Cultivation of</sup> exclusively of roads, hedges, ditches and all other unculturable portions <sup>land.</sup> thereof which for the purposes of this lease shall be conclusively taken as being——per cent. of the said land under cultivation within three years from the ——day of——, 19—— and two-thirds thereof similarly reckoned within five years from the same date, and that (without prejudice to the general clause for re-entry hereinafter contained) failing his so doing, the Government may forthwith, without payment of any compensation whatever, resume and repossess the whole of the said lands as though this lease had never been granted.

XIV.—That the lessee will make and maintain ridges of not less than one foot in height for the division of the said lands into parcels of such size and shape as the Collector may prescribe, and unless such ridges are so constructed and maintained in the whole of the said lands to the satisfaction of the Collector the lessee will pay assessments at rates equal to twice the rates mentioned in clause VII above. <sup>Construction of *kharis* and well.</sup>

The lessee shall, moreover, construct within three years from the date of allotment one well for every two squares or fraction thereof held by him, and shall thereafter maintain the same in working order.

- Acquisition of occupancy rights.** XV.—That after the \_\_\_\_\_ *girdawari* of the year \_\_\_\_\_ (being the latest date fixed under clause XIII for the cultivation of two-thirds of the said lands) the lessee having duly paid all sums due to the Government under this lease and having duly observed the stipulation herein contained and to be by him observed shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in the said lands: Provided that thereafter the lessee shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained: Provided also that the lessee shall thereafter in each year maintain under cultivation not less than two-thirds of the said lands calculated in the manner described in clause XIII above.
- Alteration of lease terms.** XVI.—That so long as this lease shall continue in force it shall be competent to the Government to cancel, alter or modify all or any terms thereof at each settlement of the Multan district, and the lessee shall be bound by any such cancellation, alteration or modification.
- Exclusion of Tenancy Act,** XVII.—That this lease shall be deemed to be an agreement in writing within the meaning of section 3 of the Punjab Tenancy Act, 1887, whereby the application of the said Act to the said lands shall be wholly excluded.
- Infringement of conditions. Penalty of dispossession.** XVIII.—That if the lessee fails to pay in the manner hereinbefore provided the *malikana* hereby reserved and to duly observe all or any of the stipulations herein contained and to be by him observed, then and in any such case the Government may forthwith without payment of any compensation whatever resume and repossess the whole of the said lands as though this lease had never been granted.
- Arbitration.** XIX.—That in the event of any dispute arising between the Government and the lessee during the currency of this lease as to the property and right hereby reserved to Government or as to any matter in any way relating thereto or as to any condition of this lease or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner of Multan, whose decision shall be final and conclusive between the parties to this lease.
- Payment of stamp duty.** XX.—Any stamp duty payable in respect of this instrument shall be paid by the Government.
- Definitions.** XXI.—That in every part of this instrument the terms “the Secretary of State for India in Council” and “the Government” shall be deemed to include the Secretary of State for India in Council, his successors and assigns: the term “the lessee” shall be deemed to include the lessee, his heirs, legal representatives and his or their assigns: and the term “the Government” shall be deemed to include also every person duly authorized by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this lease.

IN WITNESS whereof the said parties have hereunto set their respective hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED for } and on behalf of the Secretary of State for } India in Council by _____ } Deputy Commissioner of _____ acting } under the orders of the Honourable the } Lieutenant Governor of the Punjab. }	(Sd.)  Deputy Commiss- ioner.
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Witnesses {	{ Signed, sealed and delivered by the said A. B. in the presence of I. J. . K. L.	} (Sd.) A. B.
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### (5) Indenture Form No. 5.

#### INDENTURE.

This indenture made the \_\_\_\_\_ day of \_\_\_\_\_ 193\_\_\_\_ Preamble.  
 between the Secretary of State for India in Council (hereinafter called  
 "the Government") of the one part and \_\_\_\_\_, son  
 of \_\_\_\_\_, caste \_\_\_\_\_, resident of \_\_\_\_\_  
 (hereinafter called "the lessee") of the other part: Whereas the  
 Sidhnai Canal in the Multan district is now ready to irrigate certain  
 lands the property of Government in the district of Multan: and  
 whereas the Government has at its own expense excavated certain  
 channels adjacent to the said canal capable of being used for water-  
 courses to be supplied with water from the said canal: and whereas  
 the lessee being desirous of obtaining a lease of a portion of the said  
 lands the property of Government situated in the vicinity of one of  
 the said channels has applied to the Government accordingly: Now  
 this Indenture witnesseth that in consideration of the rent hereinafter  
 reserved and the stipulations hereinafter contained and to be observed  
 by the said \_\_\_\_\_ the Government doth hereby grant unto  
 the said \_\_\_\_\_ a lease of all the Government lands described in  
 the Schedule hereunto annexed (hereinafter called "the said lands")  
 upon the following conditions:—

I.—That the Government does not grant to the lessee, but hereby  
 absolutely excepts and reserves to itself out of and in respect of the  
 said lands (1) all grounds situate in any part of the said lands already  
 excavated or otherwise utilized for the aforesaid channels, and (2) all  
 existing rights to and over all mines and minerals, coals, gold-washings  
 and quarries together with all easements heretofore enjoyed by the  
 Government in respect of the said lands or any part thereof.

Exceptions.  
 of channels,  
 rights to  
 minerals, &c.



Power of Government entry to search for minerals, &c.

II.—That the lessee will at all times permit the officers of Government to enter and do all acts and things necessary for the full enjoyment of the ground and the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, quarries and easements in or upon the said lands and all parts thereof.

Resumption of land for public purposes.

III.—That the lessee will at all times on receipt of a requisition in writing signed by the Deputy Commissioner of----- permit the said Deputy Commissioner of----- to take possession of and to finally resume for the Government, as if this lease had never been executed, so much of the said lands as may from time to time in the opinion of the said Deputy Commissioner of----- be required for the construction [repairs or maintenance] of roads, water-courses [or any works connected therewith]; and the lessee will accept such compensation as may be fixed in each case by the Deputy Commissioner of----- in full satisfaction and compensation for the same.

Cost of survey and demarcation.

IV.—That the lessee will if he has not already done so pay the whole cost of the survey and demarcation of the said lands as calculated and fixed by the Deputy Commissioner of Multan.

Demarcation of boundaries.

V.—That the lessee will duly comply with such directions as the Deputy Commissioner of Multan shall from time to time issue requiring him to construct boundary marks on the limits of the said lands, and will keep them, when erected, in good repair to the satisfaction of the Deputy Commissioner of Multan.

Payment of rent or *malikana*.

VI.—That the lessee will pay the *malikana* hereby reserved in such instalments, on or before such dates, to such person and at such places as the Deputy Commissioner of Multan shall from time to time appoint, namely :—\*

Assessments, remissions, etc.

VII.—That the lessee will also pay when due all revenue assessments and cesses imposed by competent authority in respect of the said lands or any part thereof. And it is hereby agreed that until altered by the Local Government or other competent authority the assessments and cesses in respect of the said lands shall be as follows, that is to say the assessment will be-----\*

Payments of water charges.

VIII.—That in consideration of the lessee's paying the *malikana* hereinbefore reserved and duly observed the stipulations contained in clause VII of this lease, the Government covenants and agrees that in the event of canal water being supplied to the lessee during the currency of this lease in respect of the said lands or any part thereof the Government will itself pay all charges leviable on account of such water, both owner's rate and occupier's rate referred to in the Northern India Canal and Drainage Act, 1873, sections 36 and 37 :

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\*The lease form contained in this place full details of the various initial assessments imposed, but as these are now all obsolete, they have not been reproduced. For discussion of assessments see Chapter VIII of the Manual.

Provided always and it is hereby expressly agreed and declared by and between the Government and the lessee that nothing herein or in any part of this instrument contained shall be taken or understood to bind the Government to supply any water to the lessee in respect of the said lands or any parts thereof or to vest in the lessee any right, title, claim, easement or privilege whatsoever to or in respect of any water.

IX.—That the lessee will pay such rateable share of the cost of the construction of the channel or channels by which the said lands or any part thereof shall be or are capable of being supplied with water the amount of the said rateable share to be fixed by the Deputy Commissioner of Multan and to be paid in such instalments with such interest on or before such dates to such person and at such place as the Deputy Commissioner of Multan shall appoint. Payment of cost of construction of channel.

X.—That the lessee may use for his own *bona fide* private purposes connected with the cultivation or reclamation of the said lands any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered or exchanged or given away by the lessee. Trees on holding.

XI.—That the lessee will not assign, transfer, or otherwise alienate or create any charge whatever direct or indirect upon or part with the possession of the said lands or any part thereof without the written permission of the Government first obtained. Alienation.

XII.—That as often as he shall receive a requisition for labourers in writing signed by the officer in charge of the Sidhnai Canal stating— Supply of labourers by lessees.

- (1) the nature and locality of the work to be done ;
- (2) the number of labourers to be supplied by the lessee ;
- (3) the approximate time for which the place at which and the day on which the labourers will be required ;

the lessee will without fail supply the said labourers (all adult and able-bodied) at the time and place specified in the said notice, and will be responsible that they or others in their stead shall continue present and at work until the work specified in the said notice is completed to the satisfaction of the said Canal Officer ;

PROVIDED as follows :—

*Firstly.*—Such requisition as aforesaid shall be delivered to the lessee or left at the house in which he ordinarily resides not less than three clear days before the labour is required.

*Secondly.*—The number of labourers to be called for by the said notice shall not exceed one labourer for twenty acres of land held by the lessee and under cultivation at the previous *kharif* harvest.

*Thirdly.*—The said Canal Officer may by the notice aforesaid call for the said labourers for the performance of work of any description connected with the clearance, maintenance or repair of

the Sidhnai Canal and of its distributaries at any place and during any period subject to the general control of the Deputy Commissioner of Multan.

*Fourthly.*—The said Canal Officer shall pay the said labourers at daily rates to be fixed from time to time by the Deputy Commissioner of Multan.

*Fifthly.*—The daily rates for such labourers shall not be less than four annas a day per head.

*Sixthly.*—In the case of every labourer supplied as in this clause provided the daily payment shall continue for the whole period during which he is in consequence of being so supplied prevented from following his ordinary occupation.

Cultivation of  
land.

XIII.—That the lessee will bring one-half of the said lands reckoned exclusively of roads, hedges, ditches and all other unculturable portions thereof which for the purposes of this lease shall be conclusively taken as being twenty per cent. of the said land under cultivation before the———*girdawari* of the year——— and two-thirds thereof similarly reckoned before the———*girdawari* of the year———, and that (without prejudice to the general clause for re-entry hereinafter contained) failing his so doing, the Government may forthwith, without payment of any compensation whatever, resume and repossess the whole of the said lands as though this lease had never been granted.

Construction  
of *kiares* and  
well.

XIV.—That the lessee will make and maintain ridges of not less than one foot in height for the division of the said lands into parcels of such size and shape as the Collector may prescribe, and unless such ridges are so constructed and maintained in the whole of the said lands to the satisfaction of the Collector the lessee will pay assessments at rates equal to twice the rates mentioned in clause VII above.

The lessee will, moreover, if so required by the Collector, construct within such period as the Collector shall in writing determine a well for the irrigation of the said lands.

Acquisition of  
occupancy  
rights.

XV.—That after the———*girdawari* of the year———(being the latest date fixed under clause XIII for the cultivation of two-thirds of the said lands) the lessee having duly paid all sums due to the Government under this lease and having duly observed the stipulations herein contained and to be by him observed shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in the said lands: Provided that thereafter the lessee shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained: Provided also that the lessee shall thereafter in each year maintain under cultivation not less than two-thirds of the said lands calculated in the manner described in clause XIII above.

XVI.—That so long as this lease shall continue in force it shall be competent to the Government to cancel, alter or modify all or any terms thereof at each settlement of the Multan district, and the lessee shall be bound by any such cancellation, alteration or modification. Alteration of lease terms.

XVII.—That this lease shall be deemed to be an agreement in writing within the meaning of section 3 of the Punjab Tenancy Act, 1887, whereby the application of the said Act to the said lands shall be wholly excluded. Exclusion of Tenancy Act.

XVIII.—That if the lessee fails to pay in the manner hereinbefore provided the *malikana* hereby reserved and to duly observe all or any of the stipulations herein contained and to be by him observed, then and in any such case the Government may forthwith without payment of any compensation whatever resume and repossess the whole of the said lands as though this lease had never been granted. Infringement of conditions. Penalty of dispossession.

XIX.—That in the event of any dispute arising between the Government and the lessee during the currency of this lease as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any condition of this lease or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner of Multan, whose decision shall be final and conclusive between the parties to this lease. Arbitration.

XX.—Any stamp duty payable in respect of this instrument shall be paid by the Government. Payment of stamp duty.

XXI.—That in every part of this instrument the terms “the Secretary of State for India in Council” and “the Government” shall be deemed to include the Secretary of State for India in Council, his successors and assigns: the term “the lessee” shall be deemed to include the lessee, his heirs, legal representatives and his or their assigns: and the term “the Government” shall be deemed to include also every person duly authorized by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this lease. Definitions.

IN WITNESS whereof the said parties have hereunto set their respective hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED for and on behalf of the Secretary of State for India in Council by————— Deputy Commissioner of—————acting under the orders of the Honourable the Lieutenant-Governor of the Punjab.	}       J	(Sd.)       Deputy Commis- sioner.
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Witnesses {	{ Signed, sealed and delivered by the said A. B. in the presence of <div style="text-align: center;">I. J.</div> <div style="text-align: center;">K. L.</div>	} (Sd.) <div style="text-align: center;">A. B.</div>
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**SECTION 2.—FORM OF DEED OF SALE TO BE USED IN CASES  
IN WHICH LESSEES OF LAND ON THE SIDHNAI CANAL  
PURCHASE PROPRIETARY RIGHTS IN THEIR LEASE.**

*(Punjab Government letter No. 93, dated 4th August 1893.)*

THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and \_\_\_\_\_ between the Secretary of State for India in Council (hereinafter called the "Government") of the one part and \_\_\_\_\_, son of \_\_\_\_\_, caste \_\_\_\_\_, resident of \_\_\_\_\_ (hereinafter called the "grantee") of the other part. WHEREAS the Sidhnai Canal in the Multan district has been constructed to irrigate certain lands the property of Government in the district of Multan: AND WHEREAS the Government has at its own expense excavated certain channels adjacent to the said canal capable of being used for water-courses to be supplied with water from the said canal: AND WHEREAS the grantee obtained a lease of a portion of the said lands the property of Government situate in the vicinity of one of the said channels the terms and conditions of which lease were set forth in a deed of lease dated on the \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and \_\_\_\_\_ a copy whereof is hereunto annexed and marked Schedule A: AND WHEREAS in accordance with the terms of clause XIV of the said deed of lease the said grantee is entitled to purchase from the Government the proprietary rights in the land specified in the said deed of lease: NOW THIS INDENTURE WITNESSETH that in pursuance of the terms of clause XIV of the said deed of lease and in consideration of the sum of Rs. \_\_\_\_\_ paid by the grantee to the Government the receipt whereof the said Government doth hereby acknowledge and from the same doth hereby release the said grantee, his heirs and legal representatives the said Government doth hereby grant, convey and assure unto the said grantee, his heirs and legal representatives all the lands mentioned and specified in the schedule to the aforesaid deed of lease hereto annexed TO HAVE AND TO HOLD the lands hereby granted, conveyed and assured or expressed and intended so to be unto and to the use of the said grantee, his heirs and legal representative subject to the terms, provisions and stipulations contained in clauses I, II, III, VII, X, XII, XV, XIX, XX and XXI of the said lease. IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED  
for and on behalf of the Secretary of  
State for India in Council by—

—acting in the premises by order  
of the Honourable the Lieutenant  
Governor of the Punjab on the \_\_\_\_\_  
day of \_\_\_\_\_ 189—.

SIGNED, SEALED AND DELIVERED by  
the said \_\_\_\_\_  
the \_\_\_\_\_  
day of \_\_\_\_\_ 189—in the presence of ]

Witnesses

## SECTION 3.—FORM OF SANAD OF OCCUPANCY RIGHTS,

*(Financial Commissioner's letter No. 58, dated 24th January 1901.)*

WHEREAS \_\_\_\_\_, son of—  
 holds certain lands belonging to Government and specified in the  
 schedule below in virtue of an Indenture dated \_\_\_\_\_  
 198—, this *sanad* hereby confers on the said \_\_\_\_\_  
 \_\_\_\_\_ a right of occupancy in the said lands and every  
 part thereof subject for ever to all the provisions and stipulations  
 contained in the said Indenture and to the proviso that the said—  
 \_\_\_\_\_ shall here-  
 after in each year maintain under cultivation not less than two-thirds  
 of the said lands calculated in the manner described in clause XIII of  
 the said Indenture.

(Sd.)

*Deputy Commissioner.*

## SCHEDULE.

*Name of Village—**Nos. of Fields—**Area of lands—*

## SECTION 4.—TEMPORARY CULTIVATION FORMS.\*

## (I) Deed of Lease.

THIS instrument of lease made the \_\_\_\_\_ day  
of \_\_\_\_\_ 19\_\_\_\_ between the Secretary of State for  
India in Council (hereinafter called Government), and—  
\_\_\_\_\_, son of \_\_\_\_\_, caste—  
resident of \_\_\_\_\_ (hereinafter  
called the lessee), witnesseth that, in consideration of the rent herein  
reserved and the stipulations herein contained and to be observed by  
the said lessee, his heirs, legal representatives, and assigns, Government  
doth hereby grant unto the said lessee, his heirs, legal representatives,  
and assigns a lease of all the Government waste lands described in the  
schedule hereunto annexed upon the following conditions :—

1. The lease shall be for the following harvests :—

\_\_\_\_\_ 19\_\_\_\_.  
\_\_\_\_\_ 19\_\_\_\_.  
\_\_\_\_\_ 19\_\_\_\_.  
\_\_\_\_\_ 19\_\_\_\_.

## PART II. —STIPULATIONS OF THE LESSEE.

The lessee doth hereby agree :—

1. That he will pay the rent reserved in the following instalments  
on the date fixed for the payment of the instalment of the land revenue  
for the same harvest, at the following rates, per acre allotted per har-  
vest,

Rs. \_\_\_\_\_ *kharif* harvest

Rs. \_\_\_\_\_ *rabi* harvest

making a total which is equivalent to Rs. \_\_\_\_\_ per  
allotted acre per annum.

2. That he will pay when due all rates and cesses chargeable on  
the land and also all charges (other than penalties) at any time, leviabie  
under Chapter VIII of the Punjab Land Revenue Act, 1887, in respect of  
the land leased to him. The words “ rates ” and “ cesses ” in this  
clause have the same meaning as in the Punjab Land Revenue Act,  
1887. For the purpose of determining the amount of rates and cesses  
payable under this clause, the amount of the yearly rent above stated  
shall be considered to consist of Rs. \_\_\_\_\_ land revenue and  
Rs. \_\_\_\_\_ *malikana*.

3. That he will permit the officers of Government to enter on  
the said lands for all purposes connected with the construction, main-  
tenance, or repair of new as well as of existing thoroughfares and  
water-courses :

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\*Prescribed for all Colonies in the Punjab except Nili Bar and the new extension  
of the Lower Chenab Colony for which other forms have been prescribed.

Provided that no compensation either by reduction of rent or otherwise shall become due to the lessee from Government by reason of any such operations.

4. That he shall not cut any *kikar*, *shisham* or *jand* trees standing on the land. Otherwise all trees and brush-wood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

5. That he will not be entitled to any remission of Government dues on the ground of the failure of his crops either by reason of deficiency of irrigation or from any other cause.

6. That he will not cultivate or otherwise manage the said lands or any part of them, in a manner calculated to injure them permanently or to lessen their value.

7. That he will at the end or other sooner determination of the term peacefully leave and surrender the said land to Government.

### PART III.—RIGHTS AND POWERS OF GOVERNMENT.

It is also hereby agreed between Government and the lessee :—

1. That arrears of rent or of any taxes, rates, or assessments whatsoever may be recovered by Government from the lessee in the same manner as arrears of land revenue may be recovered.

2. That if the lessee fails to take possession of the said lands within six months from the date on which the execution of this instrument of lease was communicated to him, or if at any time he fails to comply with any of the conditions of this lease, the Collector may forthwith resume and take possession of the said lands as if this lease had never been granted.

3. The lessee shall at all times on receipt of a requisition in writing signed by the Collector allow the Collector to take possession of, and finally to resume without compensation for Government, so much of the said lands as may from time to time in the opinion of the Collector be required for any public purpose.

Signed, sealed and delivered by }  
the Collector of ----- }  
district on behalf of the Secretary of } Collector.  
State of India in Council.

Signed, sealed and delivered by } Lessee -----.  
the said lessee in the presence of }  
witnesses. } Witness -----.  
Witness -----.

Dated -----.

### SCHEDULE.

District -----  
Tahsil -----  
Village (Chak) -----  
Squares Nos. -----  
Killas Nos. -----

NOTE.—1. Where the lease is for more than two harvests and the total rent, including all Government dues, is more than Rs. 100, this deed must be stamped and registered at the expense of the lessee.

2. A copy of this deed of lease should be given to the lessee, if he so desires. If the case has to be stamped, the stamp on the copy should be paid for by the lessee.



**(II) Tender Form.**

I, \_\_\_\_\_, the son of \_\_\_\_\_, resident of \_\_\_\_\_, Tahsil \_\_\_\_\_, District \_\_\_\_\_, do hereby tender for the lease of the land described below at the rate of Rs. \_\_\_\_\_ per acre leased per annum. The rent will be paid in such instalments as may be fixed by the Collector for payment at the time of the collection of the instalment of land revenue at each harvest.

I hereby agree to be bound by all the conditions on which land is leased out for temporary cultivation in the district.

Tenderer \_\_\_\_\_.

Date \_\_\_\_\_.

*Description of land.*

District \_\_\_\_\_.

Tahsil \_\_\_\_\_.

Village (Chak) \_\_\_\_\_.

Squares Nos. \_\_\_\_\_.

Killas Nos. \_\_\_\_\_.

**(III) Security Bond.**

I, \_\_\_\_\_, the son of \_\_\_\_\_, caste \_\_\_\_\_, resident of \_\_\_\_\_, declare that \_\_\_\_\_, the son of \_\_\_\_\_, caste \_\_\_\_\_, resident of \_\_\_\_\_, has taken from Government the waste land described in the schedule hereunto annexed on lease for temporary cultivation for the following harvests :—

\_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_ 19\_\_\_\_

and that if the above-named lessee commits default in payment of any Government dues to be paid in respect of the aforesaid land, I make myself responsible for the payment of such dues, and do hereby agree that Government shall have the right and power to realise all such dues from my person and property as an arrear of land revenue.

2. I further declare that I own the undermentioned immovable property :—

Surety\_\_\_\_\_

Officer attesting the bond \_\_\_\_\_

Witness \_\_\_\_\_

Date\_\_\_\_\_

Place\_\_\_\_\_

*Schedule.*

District\_\_\_\_\_.

Tahsil\_\_\_\_\_.

Village (Chak)\_\_\_\_\_.

Squares Nos. \_\_\_\_\_.

Killas Nos. \_\_\_\_\_.

**(IV) Statement of temporary cultivation.**

District\_\_\_\_\_.

Colony\_\_\_\_\_.

Tahsil\_\_\_\_\_.

Village (Chak)\_\_\_\_\_.

Square\_\_\_\_\_.

Name and parentage of lessee\_\_\_\_\_

\_\_\_\_\_

Period of lease\_\_\_\_\_

Conditions of lease—

Annual rate of rent per acre allotted Rs.\_\_\_\_\_.

Total rent due Rs.\_\_\_\_\_ (excluding water rates)—

(a) *Malikana.*

(b) *Land Revenue.*

(c) *Local rate.*

(d) *Other cesses.*

Collector\_\_\_\_\_

District\_\_\_\_\_

Dated \_\_\_\_\_

NOTE.—In quadruplicate :—One copy for district headquarters.  
One copy for the Tahsil.  
One copy for the Patwari.  
One copy for the lessee.

## SECTION 5.—STATEMENT OF CONDITIONS GOVERNING TENANCIES OF VILLAGE SITES FOR CERTAIN PURPOSES.

*Notification No. 837-C., dated the 1st March 1933.*—In pursuance of the provisions of sub-section (2) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor in Council is pleased to issue the following statement of the conditions on which Government is willing to grant land for the purposes detailed below in villages in the Canal Colonies of the Punjab :—

(*Punjab Government notifications Nos. 2245-D. and 2163-D., dated June 24th, 1925 and May 21st, 1926, respectively, are hereby superseded.*)

- (1) Sites occupied by proprietors, or by Crown tenants of agricultural land.
- (2) Sites occupied by *kamins* and tenants not holding direct from the State.
- (3) Sites occupied for religious or public purposes.
- (4) Sites occupied by shop-keepers, either as retail shop or for the erection of flour mills.

### STATEMENT OF CONDITIONS.

Conditions issued under the Colonisation of Government Lands (Punjab) Act, 1912.

1. This statement of conditions is issued subject to the provisions of the Colonisation of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid" and in accordance with Section 10 (2) thereof.

Tenancies scheduled under section 4 of the Act.  
Selection of tenants.

2. Tenancies granted in accordance with these conditions, unless in connection with a grant of agricultural land, shall be deemed to be scheduled tenancies within the meaning of section 4 of the said Act.

3. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement. (3) only— the tenancy shall be in the name of the community to which the site is allotted except in the cases of *taqius* and *dharamsalas*, which have been allotted to an individual or to a particular body or family on certain special conditions, in which case it shall be governed by those special conditions in addition to these general conditions.

Definitions.

4. In this statement of general conditions—

- (a) "the lands" and the "said lands," so far as each separate tenancy is concerned; shall be deemed to apply to and designate the lands included in that tenancy;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the said Act.

5. Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, all existing rights to and over all mines and minerals, coal, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by Government in respect of the said lands or any part thereof. Reservations by Government.

6. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands, and to do all acts and things that may be necessary or expedient for the purpose or searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each or all of the rights hereinbefore reserved to Government to and over all mines and minerals, coal, gold-washings, earth-oil, quarries and easement in or under the said lands and all parts thereof. Powers of Government entry.

7. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by Government of all or any of the rights reserved to itself in clause 5 and clause 6 other than existing rights of way and water and other easements. Compensation for damage occasioned by exercise of Government's powers.

8. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab. Responsibilities of tenant with regard to crime.

9. If the tenant is ordered, under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy, and the Collector may order the resumption of the tenancy, as provided in section 24 of the Act aforesaid. Tenancy liable to resumption on conviction of tenant.

10. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of the opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either, temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise. Obligation of loyalty.

11. (4) only.—If at any time during the period of tenancy, a petition be made to the Collector by or on behalf of not less than three-fourths of the proprietors and *abadkars* of agricultural land in the village in which the tenancy is situated, that the tenant is unacceptable to them and should be ejected, the Collector shall enquire into such petition, and if he is satisfied that there are sufficient grounds for so doing, he may eject the tenant forthwith. Ejectment.

Provided that in all such cases, compensation for buildings erected by the tenant shall be assessed by the Collector and shall be paid by the petitioners in such shares as the Collector may direct. In case of default, such sums shall be recoverable as arrears of land revenue.

Payment  
of rent.

12. (1) and (4) only.—The tenant shall pay in respect of the said land such rent as the Collector, with the previous approval of the Local Government, may fix at the date of commencement of the tenancy or at the subsequent re-assessment of the land revenue of the estate in which the said land is situated <sup>(1) such rent shall be payable with</sup> <sup>(4) such rent shall be payable in a</sup>

the land revenue or rent for the agricultural holding

lump sum to the lambardar of the said estate at the time of the payment of the kharif

instalment of the land revenue of the said estate and any arrears of such rent

may be collected as arrears of land revenue, provided that if the tenant fails to pay the rent within two months of the date on which it falls due, he shall be liable to pay as penalty a year's rent in addition. Provided that such rent shall not be able leviable from any tenant who is not entitled to acquire proprietary rights in his agricultural holding.

Residence  
of tenants.

13. (1), (2) and (4) only.—The tenant shall take possession of the lands within three months of the date on which the Collector directs that he be put in possession thereof, and he shall within 6 months of the same date build ( (1) and (2) only a house), ( (4) only a shop) to the satisfaction of the Collector on the said lands.

Construction  
of drinking  
wells.

14. If within the three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such shares as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allotable area of the estate has been put into the possession of tenants.

Trees and  
brushwood.

15. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

Use of sites  
by tenants  
for specific  
purposes.

16. (1)—(4).—The tenant shall not use, or allow to be used, the said land for any purpose inconsistent with that for which the said land has been granted, that is, for any purpose other than that of

(1) and (2) only—a residential house

(3) only—a mosque, dharamsala, or other religious or public building and he shall

(4) only—a retail shop or a flour-mill, as the case may be,

at all times keep and maintain the said lands including the building, if any, in a proper state or repair and cleanliness to the satisfaction of the Collector.

17. (1), (3) and (4).—The tenant shall, subject to the due observance of all the conditions hereinbefore mentioned, (1) only, and subject to the condition that he has duly acquired proprietary rights in his corresponding agricultural lands; be entitled

(1) only—to purchase at the rate at which proprietary rights have been purchase in his agricultural land, up to a limit to be fixed by the Collector with the previous approval of the Local Government and beyond that limit at a rate to be fixed by the Collector with the previous approval of the Local Government.

(3) only—to receive free of cost

(4) only—provided five years have elapsed from the date of allotment, to purchase

from Government, proprietary rights in the said lands, and in the event of such purchase or grant being duly carried into effect and completed, the purchaser or grantee and his heirs and legal representatives shall hold and possess such lands, subject to the due and regular payment of land revenue and rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

18. (1), (3) and (4).—When any tenant under the provisions and in pursuance of the preceding clause shall have (1) & (4) purchased <sup>Deed of</sup> <sub>(3) received</sub> <sup>conveyance:</sup>

the proprietary right in any lands from Government and (1) and (4), shall have duly paid the whole of the purchase money thereof to Government, and shall have complied with all the terms and conditions hereinbefore provided in that behalf, he shall execute or cause to be executed a valid deed of conveyance, in the form appended\* hereto as schedule A, granting, conveying and assuring the proprietary

right so purchased, to the purchaser.  
so received, to the grantee. The deed shall be executed, stamped

and registered at the cost of the purchaser.

19. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of tenancy, or as to any matter in any way relating thereto, or as to any of the conditions of tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall, except as provided in clauses 9 and 10, be referred for the arbitration of the Commissioner of the division, whose decision shall be final and conclusive between Government and the tenant. <sup>Arbitration.</sup>

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\*Section 6.

**SECTION 6.—DEED OF CONVEYANCE OF LAND GRANTED  
FOR CERTAIN PURPOSES IN RESPECT OF WHICH PRO-  
PRIETARY RIGHTS HAVE BEEN PURCHASED BY TENANTS.  
IN COLONY VILLAGES.**

*Punjab Government notification No. 837-C., dated 1st March  
1933.*

**Schedule A.**

DEED OF CONVEYANCE OF LAND GRANTED FOR 

RESIDENTIAL SITES
RELIGIOUS BUILDINGS
SHOP SITES OR FLOUR MILLS

IN RESPECT OF WHICH PROPRIETARY RIGHTS HAVE BEEN PURCHASED  
BY THE TENANTS IN ALL CANAL COLONIES OF THE PUNJAB.

THIS indenture made \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_ between the Secretary of State for India in Council (herein-  
after called the grantor) of the one part and \_\_\_\_\_,  
son of \_\_\_\_\_, resident of \_\_\_\_\_  
in the \_\_\_\_\_ District of the Punjab (hereinafter called  
the grantee) of the other part.

Whereas the grantor has agreed to grant and convey to, and  
\_\_\_\_\_, son of \_\_\_\_\_,  
resident of \_\_\_\_\_ in the \_\_\_\_\_ District of  
the Punjab, has agreed to take and purchase for and in consideration  
of the price, in the manner and subject to the terms and conditions  
hereinafter appearing the lands hereinafter more fully specified and  
described. NOW THEREFORE THIS INSTRUMENT WITNESS-  
ETH that in consideration of the sum of Rs. \_\_\_\_\_  
paid by the grantee to the grantor (the receipt whereof the grantor  
hereby acknowledges), and of the covenant, terms and conditions  
hereinafter contained and by the grantee to be observed and performed  
the grantor doth hereby grant and convey unto the grantee the said  
lands, containing by admeasurement \_\_\_\_\_ marlas, more or  
less, and more particularly described in the schedule marked "A"  
and delineated and coloured red in the map or plan marked "B"  
hereunto annexed and signed by both parties in token of correctness,  
to have and to hold the said lands unto him the grantee, his heirs  
and assigns for ever absolutely and in full proprietary right, together  
with all trees and under-wood of the said lands, but subject neverthe-  
less to the reservations, terms and conditions hereinafter set forth,  
and the grantor for himself his heirs, representatives and assigns do  
hereby respectively covenant and agree to abide by each and all of  
the terms hereinafter set forth, that is to say—

(1) The grantor reserves to himself all mines and minerals what-  
soever in, under or upon the said land with all such rights and powers  
as may be, necessary or expedient for the purpose of searching for,  
working, obtaining, removing and enjoying the same, at all such times  
and in such manner as the Local Government shall think fit, with

power to carry out any surface or under-ground workings, and to let down the surface of all or any part of the said land and any buildings that may be erected thereon now or hereafter and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of the said lands for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exception and reservation hereinbefore contained. Provided that the grantee shall be entitled to receive from the Local Government such payment for the occupation by it of the surface and for the damage done to the surface or to buildings on the plot by such works or workings or letting down as may be agreed upon between the Local Government and the grantee of failing such agreement as shall be ascertained by reference to arbitration.

(2) The land is sold subject to the payment of land revenue, if duly assessed by proper authority. Such revenue will be payable at the rate of ———— per maria per annum, and is liable to enhancement at the discretion of the grantor at each re-assessment of the assessment circle in which the village is included.

(3) The grantee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said lands by competent authority.

(4) The grantee shall at all times keep and maintain the said residential house mosque or dharamsala including the building, if any, in a proper state shop or flour mill of repair and cleanliness and to the satisfaction of the Collector.

(5) The grantee shall not dig or cause to be dug any pit upon the said land.

(6) The grantee shall not use the said residential house mosque or dharamsala to be shop or flour mill erected on the said land as aforesaid for any purpose inconsistent with that for which the said land is hereby granted, i.e., for any purpose other than that of a residential house mosque or dharamsala. shop or flour mill

(7) The grantor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours' notice in writing enter in or upon any part of the said land or building erected thereon for the purpose of ascertaining that the grantee has duly performed and observed the covenants and conditions to be by him performed and observed under those presents.

(8) The grantor shall have full right, power and authority at all times to do all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions, and reservations herein contained and to recover from the grantee as a first charge, upon the said land and the buildings thereon, the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way relating thereto.



(9) The grantee shall be bound to be and to remain at all times of loyal behaviour and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the grantee shall be final, and, if the Local Government is of opinion that the grantee has committed a breach of this condition, it may resume the grant, or any portion thereof, either temporarily or permanently and such resumption shall not affect any other penalty to which the grantee may be liable under these conditions or otherwise.

(10) In the event of the breach or non-observance by the grantee of any of the covenants herein on his part to be observed then, and in any such case, it shall be lawful for the vendor, notwithstanding the waiver of any previous cause or right for re-entry to enter into and upon the said land or building thereon or any part thereof in the name of the whole and to re-possess, retain and enjoy the same as of his former estate, and the grantee shall not be entitled to a refund of the purchase money or any part thereof or to any compensation whatsoever on account of such resumption.

(11) In the event of any dispute or disputes arising between the grantee and their successors, representatives and assigns or any of them as to the property and rights hereby reserved, or as to any matter incidental or in any way relating thereto, or as to any of the above terms and conditions except condition 9, or as to any compensation payable under this deed of grant, or as to the true intent or purport thereof, or of any part or clause thereof, the decision in each case of the Commissioner for the time being of the division (or of such other officer as may succeed to the duties of the Commissioner) shall be final and binding on both parties.

In witness whereof the said parties have hereunto set their respective hands or seals the day and the year first above written.

Signed, sealed and delivered for and on behalf of the Secretary of State for India in Council by \_\_\_\_\_  
Collector of \_\_\_\_\_ district,  
acting under the orders of His Excellency the Governor of the Punjab.

(Sd.) \_\_\_\_\_  
Collector.

Signed, sealed and delivered by the said

in the presence

of \_\_\_\_\_.

Witness {

\_\_\_\_\_  
\_\_\_\_\_

**NOTE.**—This deed is to be executed, stamped and registered at the cost of the vendee.

**SECTION 7.—FORM OF NOTICE FOR THE SALE OF SHOP  
SITES IN COLONY VILLAGES.**

*Punjab Government letter No. 833-C., dated 1st March 1933.*

**NOTICE.**

WHEREAS \_\_\_\_\_,  
son of \_\_\_\_\_,  
resident of Chak No. \_\_\_\_\_ in tahsil \_\_\_\_\_  
of district \_\_\_\_\_ is occupying land within the village  
site of Chak No. \_\_\_\_\_ is a tenant-at-will of the Punjab Govern-  
ment, therefore notice is hereby given that with effect from January 1st,  
1934 rent will be charged for the land in question at the rates shown  
below, and the land will henceforth be deemed to have been allotted on  
the conditions set forth in Punjab Government Notification No. 837-C.,  
dated the 1st March 1933, under section 10 of the Colonization of  
Government Lands (Punjab) Act V of 1912.

If the occupier prefers to purchase the land in proprietary right  
from Government, he will be permitted to do so at the rates shown in  
the Schedule below on the payment of Rs. \_\_\_\_\_  
and upon executing a deed, to be stamped and registered at his expense,  
in the form prescribed in Punjab Government Notification No. 837-C.,  
dated the 1st March, 1933.

The right of purchase must be exercised before the end of De-  
cember, 1933. Failing that rent will be charged in advance for the  
ensuing twelve months from January to December. The rent will  
be recovered with the Kharif instalment of the land revenue of the  
estate in the month of January or February.

(Sd.) \_\_\_\_\_

Collector,

\_\_\_\_\_ District.

**Schedule.**

Sites for shops or flour mills	.. At the rate of Rs. 2 rent per <i>marla</i> per annum and Rs. 25 per <i>marla</i> for purchase outright for sites in central <i>chauks</i> excluding <i>chauks</i> in menials' quarter and Rs. 1 per <i>marla</i> per annum and Rs. 15 per <i>marla</i> for purchase outright for sites elsewhere.
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## CHAPTER II.—Sohag-Para Colony Leases, Conditions and Forms.

### SECTION I.—FORM OF INDENTURE.

The form of Indenture given below prescribed in Punjab Government letter No. 5, dated 21st February 1888, was used for all grants in the Sohag-Para Colony up to 30th June 1899.

#### INDENTURE.

**Preamble,**      THIS INDENTURE made the———day of———  
193——between the Secretary of State for India in Council (hereinafter called “ the Government ”) of the one part and A. B., son of C. D., caste ———, resident of———(hereinafter called “ the lessee ”) of the other part : WHEREAS the Sohag and Para Canal in the Montgomery district is now ready to irrigate certain lands the property of Government in the district of Montgomery : AND WHEREAS the Government has at its own expense excavated certain channels adjacent to the said canal capable of being used for water-courses to be supplied with water from the said canal : AND WHEREAS the lessee being desirous of obtaining a lease of a portion of the said lands the property of Government situated in the vicinity of one of the said channels has applied to the Government accordingly : Now THIS INDENTURE WITNESSETH that in consideration of the rent hereinafter reserved and the stipulations hereinafter contained and to be observed by the said A. B. the Government doth hereby grant the said A. B. a lease of all the Government lands described in the schedule hereunto annexed (hereinafter called “ the said lands ”) upon the following conditions :—

**Exceptions  
of channels,  
rights to  
minerals, etc.**

I.—That the Government does not grant to the lessee, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in any part of the said lands already excavated or otherwise utilized for the aforesaid channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, and quarries, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

**Power of  
Government  
entry to  
search for  
minerals, etc.**

II.—That the lessee will at all times permit the officers of Government to enter and do all acts and things necessary for the full enjoyment of the ground and the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, quarries and easements in or upon the said lands and all parts thereof.

**Resumption  
of land for  
public  
purposes.**

III.—That the lessee will at all times on receipt of a requisition in writing signed by the Deputy Commissioner of———permit the said Deputy Commissioner of———to take possession of and to finally resume for the Government, as if this lease had never been executed, so much of the said lands as may from time to time in the opinion of the said Deputy Commissioner of———be required for the construction [repairs or maintenance] of roads,

water-courses [or any works connected therewith] : and the lessee will accept such compensation as may be fixed in each case by the Deputy Commissioner of——— in full satisfaction and compensation for the same.

IV.—That the lessee will pay the whole cost of the survey and demarcation of the said lands as calculated and fixed by the Deputy Commissioner of———. Cost of survey and demarcation.

V.—That the lessee will duly comply with such directions as the Deputy Commissioner of——— shall from time to time issue requiring him to construct boundary marks on the limits of the said lands, and will keep them, when erected, in good repair to the satisfaction of the Deputy Commissioner of———. Demarcation of boundaries.

VI.—That the lessee will pay the yearly rent hereby reserved, namely, a sum of one rupee per ten acres of the said lands or Rs.——— in all, in such instalments, on or before such dates, to such persons, and at such place, as the Deputy Commissioner of——— shall from time to time appoint. Payment of rent.

VII.—That the lessee will also pay when due all revenue assessments and cesses imposed by competent authority in respect to the said lands or any part thereof. Assessments, remissions etc.

And it is hereby agreed that until altered by the Local Government or other competent authority the revenue assessment and cesses in respect of the said lands shall be as follows, that is to say, the revenue assessment will be\*—

VIII.—That in consideration of the lessees paying the rent herebefore reserved and duly observing the stipulations contained in clause VII of this lease, the Government covenants and agrees that in the event of canal water being supplied to the lessee during the currency of this lease in respect of the said lands or any part thereof the Government will itself pay all charges leviable on account of such water, both owner's rate and occupier's rate, referred to in the Northern India Canal and Drainage Act, 1873, sections 36 and 37. Payment of water charges.

PROVIDED ALWAYS, and it is hereby expressly agreed and declared by and between the Government and the lessee, that nothing herein or in any part of this instrument contained shall be taken or understood to bind the Government to supply any water to the lessee in respect of the said lands, or any part thereof, or to vest in the lessee any right, title, claim, easement, or privilege whatsoever to or in respect of any water.

IX.—That the lessee will pay the cost of the construction of the channel or channels by which the said lands or any part thereof shall be or are capable of being supplied with water, and will construct the same in accordance with the instructions given to him by or through the Deputy Commissioner of Montgomery or a Canal Officer and within the time (if any) fixed by the said Deputy Commissioner. Payment of cost of construction of channels.

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\* The assessment given in the original lease being obsolete is not reproduced. For a discussion of assessments, remissions, etc., see Chapter VIII of the Manual.

Trees on  
holding.

X.—That the lessee may use for his own *bona fide* private purposes connected with the cultivation or reclamation of the said lands any trees or brushwood standing thereon; but such trees or brushwood shall not be sold, bartered or exchanged or given away by the lessee.

Alienation

XI.—That the lessee will not assign, transfer, or otherwise, alienate or create any charge whatever, direct or indirect, upon, or part with the possession of, the said lands or any part thereof without the written permission of the Government first obtained.

Supply of  
labour for  
canal clear-  
ance, etc.

\*XII.—That as often as he shall receive a requisition for labourers in writing signed by [the officer in charge of the Sohag and Para Canal] stating—

- (1) the nature and locality of the work to be done,
- (2) the number of labourers to be supplied by the lessee,
- (3) the approximate time for which, the place at which, and the day on which the labourers will be required,

the lessee will without fail supply the said labourers (all adult and able-bodied) at the time and place specified in the said notice, and will be responsible that they or others in their stead shall continue present and at work until the work specified in the said notice is completed to the satisfaction of the said Canal Officer.

PROVIDED as follows :—

*Firstly.*—Such requisition as aforesaid shall be delivered to the lessee or left at the house in which he ordinarily resides not less than———clear days before the labour is required.

*Secondly.*—The number of labourers to be called for by the said notice shall not exceed one labourer for———acres of land held by the lessee and under cultivation at the previous *khari* harvest.

*Thirdly.*—The said Canal Officer may by the notice aforesaid call for the said labourers for the performance of work of any description connected with the clearance, maintenance, or repair of the Sohag and Para Canal and of its distributaries at any place, and during any period subject to the general control of the Deputy Commissioner of———.

*Fourthly.*—The said Canal Officer shall pay the said labourers at daily rates to be fixed from time to time by the Deputy Commissioner of———.

*Fifthly.*—The daily rates for such labourers shall not be less than———annas a day per head.

*Sixthly.*—In the case of every labourer supplied as in this clause provided, the daily payment shall continue for the whole period during which he is, in consequence of being so supplied, prevented from following his ordinary occupation.

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\*This condition, repeated from the Sidhnai Indenture, was never operative.

XIII.—That the lessee will bring one-half of the said lands [reckoned exclusively of roads, hedges, ditches, and all other unculturable portions thereof, which, for the purposes of this lease, shall be conclusively taken as being———per cent. of the said land] under cultivation within three years from the———day of———193——, and two-thirds thereof, similarly, reckoned, within five years from the same date; and that (without prejudice to the general clause for re-entry hereinafter contained), failing his so doing, the Government may forthwith without payment of any compensation whatever resume and repossess the whole of the said lands as though this lease had never been granted.

Cultivation of holding.

XIV.—That at or after the expiration of five years from the date of this lease the lessee, having duly paid the rent herein reserved and having duly observed the stipulations herein contained and to be by him observed, shall be entitled [at any time] to purchase from the Government the proprietary right in the said lands [but subject always to all the reservations set forth in clause I of this instrument] on payment to the Government at the rate of Rs. 3 per acre: PROVIDED that in the event of any such purchase the purchaser, his heirs, legal representatives and assigns shall hold and possess the said land and every part thereof, subject for ever to all the provisions and stipulations herein contained, the following alone excepted, namely, clauses IV, VI, VIII, XI, XIII, XVI and XVII.

Acquisition of proprietary rights.

XV.—That no right of pre-emption shall be at any time acquired or acquirable in respect of the said lands or any part thereof.

Right of pre-emption.

XVI.—That so long as this lease shall continue in force, it shall be competent to the Government to cancel, alter, or modify all or any terms thereof [at each] settlement of the Montgomery district, and the lessee shall be bound by any such cancellation, alteration or modification.

Alteration of terms of lease.

XVII.—That if the lessee fails to pay in manner hereinbefore provided the rent hereby reserved and to duly observe all or any of the stipulations herein contained and to be by him observed, then and in any such case the Government may forthwith without payment of any compensation whatever resume and repossess the whole of the said lands as though this lease had never been granted.

Infringement of conditions. Penalty of dispossession.

XVIII.—That in the event of any dispute arising between the Government and the lessee during the currency of this lease as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any condition of this lease, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner of———, whose decision shall be final and conclusive between the parties to this

Arbitration.

Any stamp duty payable in respect of this instrument shall be paid by the Government.

Payment of stamp duty.

That in every part of this instrument the term “the Secretary of State for India in Council” and “the Government” shall be deemed

Definitions.

to include the Secretary of State for India in Council, his successors, and assigns; the term "the lessee" shall be deemed to include the lessee, his heirs, legal representatives, and his or their assigns; and the term "the Government" shall be deemed to include also every person duly authorized by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this lease.

IN WITNESS whereof the said parties have hereunto set their respective hands and seals the day and the year first above written.

SIGNED, SEALED AND DELIVERED  
for and on behalf of the Secretary  
of State for India in Council by

(Sd.).

Deputy Commissioner of-----,  
acting under the orders of the Honour-  
able the Lieutenant Governor of the  
Punjab.

*Deputy Commissioner.*

Witnesses. { Signed, sealed and delivered  
by the said A. B. in the presence  
of { I. J.  
K. L.

(Sd.).

*A. B.*

## SECTION 2.—FORM OF DEED OF SALE.

The form of deed of sale prescribed for use in cases where lessees acquired proprietary rights in the Sohag-Para Colony was the same as that prescribed for use in the Sidhnai Colony.\*

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\*See page 26.



## SECTION 3.—STATEMENTS OF CONDITIONS.

The statements of conditions applicable to various classes of *grants* to tenants specified in the following schedule, in the Sohag-Para Colony are reproduced below *in extenso* :—

Class of Tenancy.	Authority.	Page.
A. Tenancy in the old colony in lands formerly held on indenture in which proprietary rights had not been acquired by 30th June 1899, when the lease was cancelled.	Punjab Government letter No. 120, dated 11th December 1900.	46
B. Tenancy in Chaks Nos. 1, 2, 3 and 5	Ditto ..	52
C. Tenancy in extensions of 1906 ..	Punjab Government letters No. 209, dated 12th November 1906, and No. 1944-S., dated 26th August 1907.	58
D. Tenancy of village headmen in extensions of 1906 as modified.	Ditto ..	65
E. Tenancies of village sites for certain purposes.	Punjab Government notification No. 837-C., dated 1st March 1933.	70

**(A) Statement of the conditions on which the Government is willing to grant to tenants lands situated in the Sohag-Para Colony.**

**Preamble.**

Whereas by notification published in the *Punjab Government Gazette* No. 37, dated 20th February 1902, the provisions of the Government Tenants (Punjab) Act, 1893, have been applied to a certain tract of land the property of Government comprised within the estates now included in the Sohag-Para Colony of the Montgomery district and whereas the Government is willing to grant certain portions of the said tract to tenants upon certain conditions: Now therefore the following statement of conditions applicable to tenants in such colony other than the portions thereof recorded and known as chaks 1, 2, 3 and 5 is issued in accordance with the provisions of section 4 of the same Act :—

**Selection of tenants.**

1. No person shall be entitled as of right to become a tenant, that is to say, the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement of conditions and the granting of tenancies thereunder.

2. In this statement (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of the Government Tenants (Punjab) Act, 1893, to which a copy of this statement is, in accordance with that section, required to be prefixed. Definitions.

3. All tenancies granted on the conditions set forth in this statement shall, subject to the provisions of clause 21, be for a term of years which will expire on the expiration of 20 years from the date entered in respect of each tenancy in column 8 of the entry in the register maintained under section 5 of the Government Tenants (Punjab) Act, 1893, regarding the tenancy. Period of tenancy.

4. Where any person is granted a special tenancy under the Government Tenants (Punjab) Act, 1893, in accordance with these conditions in respect of any land which has at any time heretofore been held under any lease granted by the Deputy Commissioner of Montgomery under the authority of the Government being a lease which expired on the thirteenth day of June 1899 or which has already been the subject of a special tenancy and from which the original tenant has absconded or been ejected, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 12 of these conditions. Remission on reallocated land.

5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the lands (1) all grounds situate in the said lands or any part thereof already set apart, marked out, excavated or otherwise utilized for the distributary channels of any present or future canal and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the rights of the public to use existing thoroughfares traversing the said lands or any part thereof. Exceptions of channels; rights to minerals, etc.

6. The tenant shall at all times permit the officers of Government to enter into and upon the land or any part thereof, and to do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof. Power of Government entry to search for minerals, &c.

7. The Government agrees to pay the tenant such compensation as the Deputy Commissioner may consider reasonable for all damage directly occasioned by the exercise of any of the rights reserved to itself in conditions 5 and 6 of this statement of conditions, other than the exercise of rights of way and water and other easements Compensation for damage by entry.

of a like kind and every decision given or award made by the Deputy Commissioner under this condition shall be final, and shall be a complete bar to any claim or demand, made by the tenant, and shall be deemed to be full satisfaction and compensation for the same.

**Resumption  
of land for  
public pur-  
poses.**

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner, permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall, if so required, accept, in full satisfaction and compensation for the same, an equal area of land elsewhere on or served by the canal within the tract of land to which the said Government Tenants (Punjab) Act, 1893, has been extended, or such other form of compensation as the Deputy Commissioner may determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the lands resumed by the Government. The land given in exchange under this condition shall be held by the tenant on the same conditions in all respects as the land resumed: Provided always that the Deputy Commissioner may, from time to time, by order in writing signed by him, reserve, in favour of any person or persons or any class of persons or of the public generally, a right of way of such description as he thinks fit and specifies in the said order, through the said lands or any part thereof, and that no compensation of any kind shall be claimable by the tenant or any other person in respect of such reservation as is in this proviso referred to, but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

**Payment of  
cost of  
survey.**

9. The tenant shall duly pay at the time or times appointed by the Deputy Commissioner, the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the canal water-course or water-courses of the estate in which the said lands are situated, and will construct every such water-course as may at any time be given to him by or through the Deputy Commissioner or Canal Officer within the time fixed by such Deputy Commissioner or Canal Officer, as the case may be.

**Demarcation  
of bound-  
aries.**

10. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them, when erected in good repair to the satisfaction of the Deputy Commissioner.

**Responsibili-  
ty of tenant  
as to crime.**

11. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

12. The tenant shall pay, when due, all land revenue assessments, <sup>Assessments, remissions, etc.</sup> occupiers' rates, *malikana* and cesses imposed by competent authority in respect of the said land or any part thereof to such person and at such times and places as the Deputy Commissioner shall from time to time appoint.\*

13. The tenant may use for his own *bona fide* private purposes <sup>Trees on holdings.</sup> connected with the cultivation or reclamation of the said lands any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant: Provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant, and may be sold by him.

14. The tenant may sink wells, make water-courses, plant trees, <sup>Improvements.</sup> build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement of conditions, shall be entitled to all the products of land other than those specified in condition 5 hereof: Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.

15. The tenant shall not use the said lands or any part thereof <sup>Use of lands.</sup> in a manner which renders, or is likely to render them, whether in whole or in part, unfit for the purposes for which he holds them.

16. The tenant shall sink and construct, if not already con- <sup>Construction of well for irrigation.</sup> structed, and maintain one working well in each original holding: Provided that if the holding is of a less area than 50 acres culturable and is so small that a well would not be profitable to the tenant, it will be within the discretion of the Deputy Commissioner to excuse from the lease the clause requiring a well to be sunk.

17. The tenant shall maintain under cultivation not less than two-thirds of the culturable area (as shown from time to time in the revenue <sup>Cultivation of land.</sup> records) of his holding. This condition shall be deemed to be fulfilled if the area sown, fallow and *banjar julid* as shown in the *jamabandi* of each year, amounts to two-thirds of the culturable area.

18. In the case of any tenant who has not previously to becoming <sup>Construction of well and cultivation of land.</sup> a tenant under this statement of conditions held the lands included in his tenancy under any lease heretofore granted by the Deputy Commissioner of Montgomery under the authority of the Government being one of the leases which expired on the thirtieth day of June 1899, the two preceding conditions 16 and 17 shall be subject to the following modifications, namely, that the tenant shall construct one well within two complete agricultural years and the remaining well as laid down in clause 16 of this statement of conditions within five years from the date entered in column 8 of the entry in the register maintained under section 5 of the Government Tenants (Punjab) Act,

\*As the detailed assessments, etc., imposed initially are now obsolete, they have not been reproduced.

1893, regarding the tenancy, and shall bring not less than one-half of the lands granted to him which are capable of cultivation under cultivation within three, and not less than two-thirds thereof within five, complete agricultural years from the date entered in column 8 of the entry in the register maintained under section 5 of the Government Tenants (Punjab) Act, 1893, regarding the tenancy, and thereafter he shall comply with the requirements of conditions 16 and 17 in all respects.

**No right of pre-emption.**

19. The tenant shall not by reason of his tenancy acquire or possess any right of pre-emption in respect of the transfer of any other tenancy or holding or in respect of the transfer by Government of all or any of its rights in his tenancy.

**Occupancy rights.**

20. At or after the expiration of five years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893, which concerns the tenancy, the tenant having duly paid all sums due to Government under these provisions, and having duly observed all the stipulations herein contained and to be by him observed, shall be granted by the Government a right of occupancy, in the said lands: Provided that such right and the tenure acquired thereunder in the said lands and every part thereof shall be subject for ever to each and all of the provisions, and stipulations herein contained, the following only excepted, namely, clauses 8 and 9.

**Infringement of conditions.**

21. If the tenant shall at any time fail to pay in the manner hereinbefore provided all or any of the sums at any time due to the Government under any of these provisions, or to duly observe all or any of the stipulations herein contained and to be by him observed, then and in any such case the Government may forthwith without payment of any compensation whatever resume and repossess the whole of the said lands.

**Arbitration.**

22. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to the Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner, whose decision shall be final and conclusive between Government and the tenant.

**Definitions.**

23. In every part of this statement the term "the tenant" shall be deemed to include the tenant, his heirs and legal representatives; the term "Deputy Commissioner" shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under Act III of 1893; the term "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887, and the term "the Government" shall be deemed to include the Secretary of State for India in Council, his successors and assigns and every person duly authorised by the Lieutenant-Governor for the time

*Register of Peasant Tenancies granted under Act III of 1893 in Mauza*

*District*

**BRANCH OF CANAL.**

**RUBARA.**

**Misior.**

1	2	3	4	5	6	7	8	9	10	11	12	13	14
<b>Khata No.</b>													
	Name of tenant, with parentage, caste or tribe, in what district, tahsil, and village formerly resident.												
	Survey No. of square or squares.												
	Net area of tenancy after deduction of reserved areas (if any).												
	Cost of survey payable at entrance, and date of payment.												
	Date of allotment												
	Date of commencement of tenancy.												
	Date from which the term of the tenancy (clause 3) and the period of remissions of land revenue, occupiers' rate, <i>malikana</i> and cesses (clause 12) are counted												
	Signature of tenant.												
	Signature of Deputy Commissioner.												
	Remarks.												
	Whether conditions of grant have been fulfilled after three years.												
	Whether conditions of grant have been fulfilled after five years.												
	Orders regarding acquisition of occupancy rights.												

being of the Punjab to act for or to represent the said Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this statement of conditions.

**Column 7.**—The date of the commencement of the tenancy will be the date on which the tenant signs the register in column 9.  
**Column 8.**—The date to be entered in this column will ordinarily be the date of allotment to the original tenant (see clause 4 of the statement), but this is subject to the discretion of the Deputy Commissioner in individual cases in which possession could not be taken through no fault of the proposed tenant at the time of allotment, or in which irrigation was not available at the time of entry into possession.

**(B) Statement of the conditions on which the Government is willing to grant to tenants lands situated in Chaks Nos. 1, 2, 3 and 5 of the Sohag-Para Colony.**

**Preamble.**

WHEREAS by notification published in the *Punjab Government Gazette* No. 37, dated 20th February 1902, the provisions of the Government Tenants (Punjab) Act, 1893, have been applied to a certain tract of land the property of Government comprised within the estates now included in chaks, 1, 2, 3 and 5 of the Sohag-Para Colony of the Montgomery district, and whereas the Government is willing to grant certain portions of the said tract to tenants upon certain conditions : Now therefore the following statement of conditions applicable to tenants in such chaks is issued in accordance with the provisions of section 4 of the same Act :—

**Selection of tenants.**

1. No person shall be entitled as of right to become a tenant, that is to say, the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement of conditions and the granting of tenancies thereunder.

**Definitions.**

2. In this statement (a) “the lands” and “the said lands” shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of the Government Tenants (Punjab) Act, 1893, to which a copy of this statement is, in accordance with that section, required to be prefixed.

**Period of tenancy.**

3. All tenancies granted on the conditions set forth in this statement shall, subject to the provisions of clause 21 be for a term of years which will expire on the expiration of 20 years from the date entered in respect of each tenancy in column 8 of the entry in the register maintained under section 5 of the Government Tenants (Punjab) Act, 1893, regarding the tenancy.

**Remission on re-allotted land.**

4. Where any person is granted a special tenancy under the Government Tenants (Punjab) Act, 1893, in accordance with these conditions in respect of any land which has at any time heretofore been held under any lease granted by the Deputy Commissioner of Montgomery under the authority of the Government or which has already been the subject of a special tenancy and from which the original tenant has absconded or been ejected, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 12 of these conditions.

**Exceptions of channels, rights to minerals, etc.**

5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the lands (1) all grounds situate in the said lands or any part thereof already set apart, marked out, excavated or otherwise utilized for the distributary channels of any present or future canal and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together

with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof.

6. The tenant shall at all times permit the officers of Government to enter into and upon the land or any part thereof, and to do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Power of Government entry to search for minerals, etc.

7. The Government agrees to pay the tenant such compensation as the Deputy Commissioner may consider reasonable for all damage directly occasioned by the exercise of any of the rights reserved to itself in conditions 5 and 6 of this statement of conditions, other than the exercise of rights of way and water and other easements of a like kind and every decision given or award made by the Deputy Commissioner under this condition shall be final, and shall be a complete bar to any claim or demand made by the tenant, and shall be deemed to be full satisfaction and compensation for the same.

Compensation for damage by entry.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner, permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall, if so required, accept, in full satisfaction and compensation for the same, and an equal area of land elsewhere on or served by the canal within the tract of land to which the said Government Tenants (Punjab) Act, 1893, has been extended, or such other form of compensation as the Deputy Commissioner may determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the lands resumed by the Government. The land given in exchange under this condition shall be held by the tenant on the same conditions in all respects as the land resumed: Provided always that the Deputy Commissioner may, from time to time, by order in writing signed by him, reserve, in favour of any person or persons or any class of persons or of the public generally, a right of way of such description as he thinks fit and specifies in the said order, through the said lands or any part thereof, and that no compensation of any kind shall be claimable by the tenant or any other person in respect of such reservation as is in this proviso referred to, but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

Resumption of land for public purposes.

9. The tenant shall duly pay at the time or times appointed by the Deputy Commissioner, the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the canal

Payment of cost of survey.



water-course or water-courses of the estate in which the said lands are situated and will construct every such water-course as may at any time be required, in accordance with the instructions which may at any time be given to him by or through the Deputy Commissioner or Canal Officer within the time fixed by such Deputy Commissioner or Canal Officer, as the case may be.

**Demarcation  
of bound-  
aries.**

10. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them, when erected in good repair to the satisfaction of the Deputy Commissioner.

**Responsibili-  
ty of tenant.  
as to crime.**

11. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

**Assessments,  
remissions,  
etc.**

12. The tenant shall pay, when due, all land revenue assessments, occupiers' rates, *malikana* and cesses imposed by competent authority in respect of the said lands or any part thereof to such person and at such times and places as the Deputy Commissioner shall from time to time appoint.\*

**Trees on  
holdings.**

13. The tenant may use for his own *bona fide* private purposes connected with the cultivation or reclamation of the said lands any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant: Provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant, and may be sold by him.

**Improve-  
ments.**

14. The tenant may sink wells, make water-courses plant trees build house and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement of conditions, shall be entitled to all the products of land other than those specified in condition 5 hereof: Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.

**Use of  
lands.**

15. The tenant shall not use the said lands or any part thereof in a manner which renders or is likely to render them, whether in whole or in part, unfit for the purposes for which he holds them.

**Construction  
of well for  
irrigation.**

16. The tenant shall sink and construct, if not already constructed, and maintain one working well in each original holding: Provided that if the holding is of a less area than 50 acres culturable, and is so

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\*As the detailed assessments, etc., imposed initially are now obsolete, they have not been reproduced.

small that a well would not be profitable to the tenant, it will be within the discretion of the Deputy Commissioner to excise from the lease the clause requiring a well to be sunk.

17. The tenant shall maintain under cultivation not less than two-thirds of the culturable area (as shown from time to time in the revenue records) of his holding. This condition shall be deemed to be fulfilled if the area sown, fallow and *banjar jadid* as shown in the *jamabandi* of each year, amounts to two-thirds of the culturable area. Cultivation of land.

18. In the case of any tenant who has not previously to becoming a tenant under this statement of conditions held the lands included in his tenancy under any lease heretofore granted by the Deputy Commissioner of Montgomery under the authority of the Government, the two preceding conditions 16 and 17 shall be subject to the following modifications, namely, that the tenant shall construct one well within two complete agricultural years and the remaining well as laid down in clause 16 of this statement of conditions within five years from the date entered in column 8 of the entry in the register maintained under section 5 of the Government Tenants (Punjab) Act, 1893, regarding the tenancy, and shall bring not less than one-half of the lands granted to him which are capable of cultivation under cultivation within three, and not less than two-thirds thereof within five, complete agricultural years from the date entered in column 8 of the entry in the register maintained under section 5 of the Government Tenants (Punjab) Act, 1893, regarding the tenancy, and thereafter he shall comply with the requirements of conditions 16 and 17 in all respects. Construction of well and cultivation of land.

19. The tenant shall not by reason of his tenancy acquire or possess any right of pre-emption in respect of the transfer of any other tenancy or holding or in respect of the transfer by Government of all or any of its rights in his tenancy. No right of pre-emption.

20. At or after the expiration of five years from the date on which the tenant first settled on the lands, the tenant having duly paid all sums due to Government under these provisions, and having duly observed all the stipulations herein contained and to be by him observed, shall be granted by the Government a right of occupancy in the said lands: Provided that such right and the tenure acquired thereunder in the said lands and every part thereof shall be subject for ever to each and all of the provisions and stipulations herein contained, the following only excepted, namely, clauses 8 and 9. Occupancy rights.

21. If the tenant shall at any time fail to pay in the manner hereinbefore provided all or any of the sums at any time due to the Government under any of these provisions, or to duly observe all or any of the stipulations herein contained and to be by him observed, then and in any such case the Government may forthwith without payment of any compensation whatever resume and repossess the whole of the said lands. Infringement of conditions.

22. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to the Government, or as to any matter Arbitration.

in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner, whose decision shall be final and conclusive between Government and the tenant.

**Definitions.**

23. In every part of this statement the term "the tenant" shall be deemed to include the tenant, his heirs and legal representatives; the term "Deputy Commissioner" shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under Act III of 1893; the term "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887, and the term "the Government" shall be deemed to include the Secretary of State for India in Council, his successors and assigns and every person duly authorised by the Lieutenant-Governor for the time being of the Punjab to act for or to represent the said Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this statement of conditions.

*Register of Peasant Tenancies granted under Act III of 1893 in Mauza*      *District*

BRANCH OF CANAL.

РАЈБАНА.

*Minor.*

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Khata No.	Name of tenant, with parentage, caste or tribe, in what district, tahsil, and village formerly resident.	Survey No. of square or squares.	Net area of tenancy after deduction of reserved areas (if any).	Cost of survey payable at entrance, and date of payment.	Date of allotment.	Date of commencement of tenancy.	Date from which the term of the tenancy (clause 3) and the period of remissions of land revenue, occupiers' rate, <i>malikana</i> and cesses (clause 12) are counted.	Signature of tenant.	Signature of Deputy Commissioner.	Remarks.	Whether conditions of grant have been fulfilled after three years.	Whether conditions of grant have been fulfilled after five years.	Orders regarding acquisition of occupancy rights.

*Column 7.*—The date of the commencement of the tenancy will be the date on which the tenant signs the register in column 9.  
*Column 8.*—The date to be entered in this column will ordinarily be the date of allotment to the original tenant (see clause 4 of the statement) but this is subject to the discretion of the Deputy Commissioner in individual cases in which possession could not be taken through no fault of the proposed tenant at the time of allotment, or in which irrigation was not available at the time of entry into possession.

**(C) Statement of the conditions on which the Government is willing to grant to tenants lands situated in the Sohag-Para Colony Extensions.**

**Preamble.**

Whereas by notifications published in the *Punjab Government Gazette* No. 121, dated 20th June 1906, and No. 211, dated 12th November 1906, the provisions of the Government Tenants (Punjab) Act, 1893, have been applied to a certain tract of land in the Montgomery district, the property of Government, and wholly or partly irrigable by the Sohag-Para Canal and whereas the Government is willing to grant certain portions of the said tract to tenants upon certain conditions : Now therefore the following statement of conditions applicable to such tenants is issued in accordance with the provisions of section 4 of the same Act :—

**Selection of tenants.**

1. No person shall be entitled as of right to become a tenant, that is to say, the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement of conditions and the granting of tenancies thereunder.

**Definitions.**

2. In this statement of conditions (a) “the lands” and “the said lands” shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under sections 5 of the Government Tenants (Punjab) Act, 1893, to which a copy of this statement is, in accordance with that section, required to be prefixed : (b) “the date of the commencement of the tenancy” shall mean the date recorded as the date of such commencement in the register maintained under section 5 of the said Act ; (c) except as provided in condition 4 in the case of a tenant not having a right of occupancy “the tenant” shall be deemed to include the tenant, his legal representatives and his or their heirs succeeding him or them in accordance with the said condition 4 ; (d) “Deputy Commissioner” shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under the said Act ; (e) “improvements” shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

**Period of tenancy.**

3. All tenancies granted on the conditions set forth in this statement shall, subject to the provisions of clause 25 be for a term of years which will expire on the expiration of 20 years from the date of the commencement of the tenancy.

**Rules of succession for—  
(1) Tenants-at-will.  
(2) Occupancy tenants.**

4. (1) When the tenant dies without having acquired a right of occupancy under condition 25 the tenancy shall lapse to Government, and all rights conferred upon the tenant by these conditions shall be extinguished.

(2) When the tenant dies after having acquired a right of occupancy under condition 25, the tenancy shall devolve—

(a) on his male lineal descendants, if any, in the male line of descent, and

- (b) failing such descendants, on his widow, if any, until she dies, or remarries, or abandons the land or is ejected therefrom in accordance with these conditions or any of them, and
- (c) failing such descendants and widow, or, if the deceased tenant left a widow, then when her interest terminates under clause 2 (b) of this condition, on his male collateral relatives in the male line of descent from the common ancestor of the deceased tenant and these relatives :

Provided with respect to clause 2 (c) of this condition that the common ancestor occupied the land.

(3) As among descendants and collateral relatives claiming under clause (2) of this condition, the tenancy shall, subject to the provisions of that clause, devolve as if it were land left by the deceased.

(4) If the deceased tenant shall leave no such persons as are mentioned in clause 2 of this condition on whom the tenancy may devolve under that clause, the tenancy shall lapse to Government, and all rights conferred upon the tenant by these conditions shall be extinguished.

5. Where any person is granted a special tenancy under the Government Tenants (Punjab) Act, 1893, in accordance with these conditions in respect of any land which has at any time heretofore been held under any lease granted by the Deputy Commissioner of Montgomery under the authority of the Government or which has already been the subject of a special tenancy and from which the original tenant has absconded or been ejected, such subsequent tenant shall not enjoy any new period if remission in addition to that enjoyed by the original tenant under clause 13 of these conditions. Remission on reallocated land.

6. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use all existing thoroughfares traversing the said lands or any part thereof including a width of  $1\frac{1}{2}$  *kadams* on either side of survey base lines and also any lines of road which, though not yet made, has been marked out upon the ground or delineated in the plan or plans kept in the office of the Deputy Commissioner. Exceptions of channels, rights to minerals, etc.

7. The tenant shall at all times permit the officers of Government to enter into and upon the lands or any part thereof, and to do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to Power of Government entry to search for minerals, etc.

the Government to and over all mines and minerals, coals, gold washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Compensation for damage by entry.

8. The Government agrees to pay the tenant such compensation as the Deputy Commissioner may consider reasonable for all damage directly occasioned by the exercise of any of the rights reserved to itself in conditions 6 and 7 of this statement of conditions, other than the exercise of rights of way and water and other easements of a like kind and every decision given or award made by the Deputy Commissioner under this condition shall be final, and shall be a complete bar to any claim or demand made by the tenant, and shall be deemed to be full satisfaction and compensation for the same.

Resumption of land for public purposes.

9. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner, permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall, if so required, accept, in full satisfaction and compensation for the same, an equal area of land elsewhere on or served by the canal within the tract of land to which the said Government Tenants (Punjab) Act, 1893, has been extended, or such other form of compensation as the Deputy Commissioner may determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvement made by the tenant on the lands resumed by the Government. The land given in exchange under this condition shall be held by the tenant on the same conditions in all respects as the land resumed: Provided always that the Deputy Commissioner may, from time to time, by order in writing signed by him, reserve, in favour of any person or persons or any class of persons or of the public generally, a right of way of such description as the said thinks fit and specifies in the order, through the said lands or any part thereof, and that no compensation of any kind shall be claimable by the tenant or any other person in respect of such reservation as is in this proviso referred to, but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or *ce-ses* shall be payable by the tenant.

Payment of cost of survey.

10. The tenant shall duly pay at the time or times appointed by the Deputy Commissioner, the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the canal water-course or water-courses of the estate in which the said lands are situated and of the roads and culverts necessary for the general convenience of the residents of such estate.

Demarcation of boundaries.

11. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them, when erected in good repair to the satisfaction of the Deputy Commissioner.

12. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab. Responsibility of tenant as to crime.

13. The tenant shall pay, when due, at the time or times, appointed by the Deputy Commissioner in respect of the said lands or any part thereof— Assessments, remissions, etc.

- (1) all land revenue assessments, occupiers' rates, and cesses imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and
- (3) a rate not exceeding Rs. 2 per acre of the said lands, to be levied once only, after the second crop has been reaped from the tenancy, in compensation for the cost of survey demarcation and water-courses mentioned in clause 10 of this statement : Provided that the Deputy Commissioner may direct that such rate be paid in two instalments.\*

14. The tenant may use for his own *bona fide* private purposes connected with the cultivation or reclamation of the said lands any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant : Provided that any trees or brushwood which it is necessary to remove in order to bring the said land or any part thereof under cultivation shall be at the absolute disposal of the tenant, and may be sold by him. Trees on holdings.

15. The tenant shall, within one year from the date of the commencement of the tenancy, build a house on a site to be allotted by the Deputy Commissioner to the satisfaction of the Deputy Commissioner, or with the permission of the Deputy Commissioner, on his own land. Building of a house

16. The tenant shall, within a reasonable time to the satisfaction of the Deputy Commissioner, plant twice as many trees as there are acres in the said lands, and shall maintain that number of trees in good condition. Tree-planting

17. The tenant may sink wells, make water-courses plant trees and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement of conditions, shall be entitled to all the products of land other than those specified in condition 6 hereof : Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer. Improvements.

---

\*As the detailed assessments, etc., imposed initially are now obsolete, they have not been reproduced.



**Use of lands.**

18. The tenant shall not use the said lands or any part thereof in a manner which renders or is likely to render them, whether in whole or in part, unfit for the purposes for which he holds them.

**Construction of well for irrigation.**

19. The tenant shall sink and construct, if not already constructed, and maintain one working well in each original holding: Provided that if the holding is of a less area than 50 acres culturable, and is so small that a well would not be profitable to the tenant, it will be within the discretion of the Deputy Commissioner to excuse from the lease the clause requiring a well to be sunk.

**Cultivation of land.**

20. The tenant shall maintain under cultivation not less than two-thirds of the culturable area (as shown from time to time in the revenue records) of his holding. This condition shall be deemed to be fulfilled if the area sown, fallow and *banjar jadid* as shown in the *jamabandi* of each year, amounts to two-thirds of the culturable area.

**Construction of well and cultivation of land.**

21. In the case of any tenant who has not previously to becoming a tenant under this statement of conditions held the lands included in his tenancy under any lease heretofore granted by the Deputy Commissioner of Montgomery under the authority of the Government, the two preceding conditions 19 and 20 shall be subject to the following modifications, namely, that the tenant shall construct one well within two complete agricultural years from the commencement of the tenancy regarding the tenancy, and shall bring not less than one-half of the lands granted to him, which are capable of cultivation, under cultivation within three, and not less than two-thirds thereof within five complete agricultural years from the date entered in column 8 of the entry in the register maintained under section 5 of the Government Tenants (Punjab) Act, 1893, regarding the tenancy, and thereafter he shall comply with the requirements of conditions 19 and 20 in all respects.

**No right of pre-emption.**

22. The tenant shall not by reason of his tenancy acquire or possess any right of pre-emption in respect of the transfer of any other tenancy or holding or in respect of the transfer by Government of all or any of its rights in his tenancy.

**Alienation.**

23. The tenant shall not without the previous consent in writing of the Financial Commissioner transfer or attempt to transfer any right, title or interest in, or possession of, the whole or any part of the said land, or sublet the same for more than two harvests, or create or attempt to create any charge thereupon.

**Disclosure by tenant of status as Government servant or the previous grant of land.**

24. The tenant is bound—

(1) if he is in the service of Government or is a Government pensioner, or

(2) if he or any member of his family has previously received from Government any grant of land,

to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment.

In this clause the expression "member of his family" means any descendant of the paternal grandfather of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record-of-rights as that of a share-holder joint with the tenant in any holding.

25. At or after the expiration of five years from the date on which the tenant first settled on the lands, the tenant having duly paid all sums due to Government under these provisions, and having duly observed all the stipulations herein contained and to be by him observed, shall be granted by the Government a right of occupancy, in the said lands: Provided that such right and the tenure acquired thereunder in the said lands and every part thereof shall be subject for ever to each and all of the provisions, and stipulations herein contained, the following only excepted, namely, clauses 9 and 10. Occupancy rights.

26. If within 15 days from date of demand made in writing for payment thereof the tenant fails to pay in the manner hereinbefore provided all sums due to Government under these provisions, or if he at any time fails to duly observe all or any of the stipulations herein contained and to be by him observed, then and in every such case the tenant shall pay a penalty to be fixed by the Deputy Commissioner, but not exceeding one hundred rupees; or the Local Government, in lieu of demanding such penalty, may by any officer duly authorised in this behalf forthwith, without payment of any compensation whatsoever, re-enter upon the said lands and resume the possession thereof, and immediately thereupon the said tenancy shall absolutely cease and determine. Penalties.

27. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to the Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner, whose decision shall be final and conclusive between Government and the tenant. Arbitration.

*Register of Peasant Tenancies granted under Act III of 1893 in Mauza*      *District*

BRANCH OF CANAL.

РАЙОНА.

Minor.

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Khata No	Name of tenant, with parentage, caste or tribe, in what district, tahsil, and village formerly resident.	Survey No. of square or squares.	Net area of tenancy after deduction of reserved areas (if any).	Cost of survey payable at entrance, and date of payment.	Date of allotment.	Date of commencement of tenancy.	Date from which the term of the tenancy (clause 3) and the period of remissions of land revenue, occupiers' rate, <i>malikana</i> and cesses (clause 13) are counted.	Signature of tenant.	Signature of Deputy Commissioner.	Remarks.	Whether conditions of grant have been fulfilled after three years.	Whether conditions of grant have been fulfilled after five years.	Orders regarding acquisition of occupancy rights.

*Column 7.*—The date of the commencement of the tenancy will be the date on which the tenant signs the register in column 9.

*Column 8.*—The date to be entered in this column will ordinarily be the date of allotment to the original tenant (see clause 2 of the statement) but this is subject to the discretion of the Deputy Commissioner in individual cases in which possession could not be taken through no fault of the proposed tenant at the time of allotment, or in which irrigation was not available at the time of entry into possession.

**(D) Statement of conditions on which Government is willing to grant to village headmen lands situated on the Lower Sohag-Para Canal.**

Whereas by notifications published in the *Punjab Government Gazette* Nos. 121, 211, dated 20th June and 12th November, 1906, respectively, the provisions of Act III of 1893 the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government and wholly or partly irrigable from the Lower Sohag-Para Canal and whereas the Government is willing to grant a part of the said tract to village headmen, the following statement of conditions on which Government is willing to grant land to such tenants is issued in accordance with the provisions to section 4 of the same Act :—

1. No village headman shall be entitled as of right to become a tenant, that is to say, the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement. Preamble.  
Selection of tenants.

2. In this statement (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of Act III of 1893, to which a copy of this statement is, in accordance with that section, required to be prefixed: (b) "the date of the commencement of the tenancy" shall mean the date recorded as the date of allotment in the register maintained under section 5 of the said Act. Definitions.

3. Any tenancy granted on the conditions set forth in this statement shall determine on the decease of the tenant or his resignation with the sanction of the Collector or his dismissal from the office of village headman; and on its determination the Government may forthwith without payment of any compensation whatsoever resume and repossess the whole of the said land. Period of tenancy.

4. Where any person is granted a special tenancy under Act III of 1893, in accordance with these conditions in respect of land which has been the subject of such a tenancy and from which the original tenant has absconded or been ejected, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 12 of these conditions whether the area held by the subsequent tenant is identical with that held by the original tenant or not. Remission on reallocated land.

5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part Exceptions of channels, rights to minerals, etc.

thereof including a width of  $1\frac{1}{2}$  *kadams* on either side of survey base lines and also any lines of road which, though not yet made, has been marked out upon the ground.

Power of Government entry to search for minerals, etc.

6. The tenant shall at all times permit the officers of Government to enter and to do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in, over, under or in respect of the said lands or any part thereof.

Compensation for damage by entry.

7. The Government agrees to pay the tenant such compensation as the Deputy Commissioner may consider reasonable for all damage occasioned by the exercise of the rights reserved to itself in clauses 5 and 6, and the tenant shall accept the sum awarded by the Deputy Commissioner in full satisfaction and compensation for the same.

Resumption of land for public purposes.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner, permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall, if so required, accept, in full satisfaction and compensation for the same, an equal area of land elsewhere on the canal within the tract of land to which Act III of 1893 has been extended, or such other form of compensation as the Deputy Commissioner may determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the lands resumed by the Government. The land given in exchange under this condition shall be held by the tenant on the same conditions in all respects as the land resumed: Provided always that the Deputy Commissioner may, from time to time, by order in writing signed by him, reserve, in favour of any person or persons or any class of persons or of the public generally, a right of way of such description as he thinks fit and specifies in the said order, through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *kadams* in width and that no compensation of any kind shall be claimable by any person in respect of such reservation as is in this proviso referred to, but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant. When the tenancy is determined by the decease, resignation or dismissal of the grantee or by the Government in the exercise of the right of re-entry under clause 16 hereof, the grantee or his legal representatives shall have no claim to any compensation whatever.

Payment of cost of survey and well.

9. The tenant shall duly pay at the time or times appointed by the Deputy Commissioner, the whole cost of the survey and demarcation of the said lands together with his share of the cost of the canal

water-course or water-courses of the estate in which the said lands are situated and of the roads and culverts necessary for the general convenience of the residents of such estate.

10. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them, when erected in good repair to the satisfaction of the Deputy Commissioner. Demarcation of boundaries.

11. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on a village headman by any law or rules for the time being in force in the Punjab. Responsibility of tenant as to crime.

12. The tenant shall pay, when due, at the time or times, appointed by the Deputy Commissioner in respect of the said lands or any part thereof— Assessments, remissions, etc.

- (1) all land revenue assessments, occupiers' rates, and cesses imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and
- (3) a rate not exceeding Rs. 2 per acre of the said lands, to be levied once only, after the second crop has been reaped from the tenancy, in composition for the cost of survey demarcation and water-courses mentioned in clause 10 of this statement : Provided that the Deputy Commissioner may direct that such rate be paid in two instalments.

13. The tenant may use for his own *bona fide* private purposes connected with the cultivation or reclamation of the said lands any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant : Provided that any trees or brushwood which it is necessary to remove in order to bring the said land or any part thereof under cultivation shall be at the absolute disposal of the tenant, and may be sold by him. Trees on holdings.

14. The tenant may sink wells, make water-courses plant trees and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement of conditions, shall be entitled to all the products of land other than those specified in condition 5 hereof : Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer. Improvements.

15. The tenant shall not use the said lands or any part thereof in a manner which renders them or is unfit for the purposes for which he holds them, and shall bring one-third of the culturable area of the said lands under cultivation within three years from the date of the commencement of the tenancy, and two-thirds thereof similarly Cultivation of holding.

reckoned within five years from the same date, and thereafter he shall keep the said land under cultivation to the extent of two-thirds thereof.

**Infringement  
of conditions.**

16. If and whenever any part of the sums of money hereinbefore agreed to be paid by the tenant to the Government shall be in arrear for fifteen days from date of demand made in writing for payment thereof, or there shall be a breach of any of the covenants or duties by or of the tenant herein contained, or if the tenant transfers or attempts to transfer the whole or any part of the said lands, then and in any such event the Government, by any officer duly authorised in this behalf, may re-enter upon the said lands and resume the possession thereof, and immediately thereupon the said tenancy shall absolutely cease and determine.

**Penalties.**

17. If the tenant fails to perform the duties of village headman to the satisfaction of the Deputy Commissioner, the Deputy Commissioner may, if he so thinks fit, in lieu of dismissal fine such tenant any sum not exceeding Rs. 10 per acre of the holding for each crop for a maximum of four crops in succession. Any fine imposed under this section will be recoverable as arrears of land revenue.

**Period of  
tenancy.**

18. In the event of the decease or resignation as aforesaid of the tenant, he or his heirs or representatives shall be permitted to remove all sown or standing crops, but if he or such heirs or representatives sow or plant fresh crops after the date of the determination of the tenancy, such crops will be liable to confiscation as the property of Government.

**Confiscation  
of crops.**

19. In the event of dismissal of the tenant from the office of village headman, all sown or standing crops will be liable to confiscation as the property of Government, but the Deputy Commissioner may, in lieu of confiscation, permit him to remove them, and recover a sum not exceeding double the sum which would have been assessed as land revenue, cesses, *malikana*, and water-rates if the tenant had remained in possession of his tenancy. If the dismissed tenant sow or plant fresh crops after the determination of the tenancy, such crops will be liable to confiscation as the property of Government.

20. Subject to the provisions hereinbefore contained, if any difference shall arise between the Government and the tenant touching these presents or anything herein contained, or the construction or operation hereof, or the rights, duties or liabilities of any party in connection with the premises, the matter in difference shall be referred to the Deputy Commissioner, whose decision thereon shall be final and conclusive between the parties.

*Register of Village Headmen to whom tenancies are granted on the Sohag-Para Canal under Act III of 1893 in Mauda,  
District.*

1	2	3	4	5	6	7	8	9	10	11	12	13
Name of Branch.	Number of <i>mawzu</i> .	Khata No.	Name and parentage of tenant.	Survey No. of square.	Area of holding.	Date of allotment.	Crop and date from which assessment took place on the first holding assessed in the estate.	Crop and date on which owner's rate will be assessed.	Date (with crop) on which enhanced <i>matikana</i> will be assessed.	Signature of tenant with date.	Signature of Deputy Commissioner with date.	Date of termination of tenancy.



**(E) Statement of conditions on which Government is  
willing to grant tenancies of village sites  
for certain purposes.**

The statement of conditions published in Punjab Government notification No. 837-C., dated the 1st March 1933 and reproduced in section 5 of Chapter I is also applicable in the Sohag Para Colony.

**SECTION 4.—DEED OF CONVEYANCE OF LAND GRANTED FOR  
CERTAIN PURPOSES IN RESPECT OF WHICH PROPRIETARY  
RIGHTS HAVE BEEN PURCHASED BY THE TENANTS IN  
COLONY VILLAGES.**

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The general form prescribed in Punjab Government notification No. 837-C, dated the 1st March 1933, and reproduced in section 6 of Chapter I is also applicable in the Sohag Para Colony.

**SECTION 5.—FORM OF NOTICE FOR THE SALE OF SHOP SITES  
IN COLONY VILLAGES.**

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The general form prescribed in Punjab Government letter No. 838-C, dated the 1st March 1933, and reproduced in section 7 of Chapter I is also applicable in the Sohag Para Colony.

## CHAPTER III.—Chunian Colony conditions and forms

### SECTION I.—STATEMENTS OF CONDITIONS.

Sets of conditions governing tenancies in the Chunian Colony were approved by Government as shown in the following table :—

Number.	Class of Tenants.	Authority sanctioning conditions.	Page.
1	Peasant tenants in the old colony.	Punjab Government letter No. 618, dated 7th October 1897.	73
2	Peasant tenants on the extensions	Punjab Government letter No. 178, dated 25th November 1902, and No. 181, dated 28th November 1902.	79
3	Nazrana-paying tenants of Classes I and II.	Ditto ditto.	86
4	Nazrana-paying tenants of Class III	Ditto ditto.	92
5	Tenancies of village sites for certain purposes.	P. G. notification No. 837-C., dated 1st March 1933.	98
6	Rules governing purchase of proprietary rights by tenants.	P. G. letters Nos. 186-Revenue, dated the 19th December, 1910 and 30 (Rev. & Agri.—Irrgn.), dated 18th March, 1912.	99

The statements of conditions are reproduced below in *extenso* :—

#### (1) Peasant tenants in the old colony.

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO  
GRANT TO TENANTS LANDS SITUATED IN THE CHUNIAN TAHSIL  
OF THE LAHORE DISTRICT.

Whereas by notification published in the *Punjab Government Gazette*, No. 491, dated 18th August, 1897, the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to certain lands the property of Government, and wholly or partly irrigable from the Vahn and Handal Rajbahas of the Main Branch, Bari Doab Canal, and whereas Government is willing to grant a part of the said tract to tenants, the following statement of conditions on which Government is willing to grant land to such tenants is issued in accordance with the provisions of section 4 of the same Act :—

No person shall be entitled as of right to become a tenant, that is Selection of  
to say the Government heroby reserves to itself and retains absolute tenants.  
discretion in the selection of tenants for the lands referred to in this  
statement.

2. In this statement (a) “the land” and “the said lands” Definitions.  
shall, so far as each separate tenancy is concerned, be deemed to apply  
to and designate the lands included in that tenancy as entered in the  
register maintained under section 5 of Act III of 1893, to which a copy

of this statement is, in accordance with that section, required to be prefixed ; (b) " the date of the commencement of the tenancy " shall mean the date recorded as the date of such commencement in the register maintained under section 5 of Act III of 1893.

**Period of  
tenancy.**

3. All tenancies granted on the conditions set forth in this statement shall, subject to the provisions of clause 18, be for a term of years which will expire on the expiration of 20 years from the date entered in respect of each tenancy in column 8 of the entry in the register maintained under section 5 of Act III of 1893 regarding the tenancy.

**Remissions  
on reallotted  
land.**

4. Where any person is granted a special tenancy under Act III of 1893 in accordance with those conditions in respect of land which has already been the subject of such a tenancy and from which the original tenant has absconded or been ejected such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 12 of these conditions.

**Exceptions of  
channels,  
rights to  
minerals, etc.**

5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof, including a width of  $1\frac{1}{2}$  *kadams* on either side of survey base lines, and also any lines of road which, though not yet made, have been marked out upon the ground.

**Power of  
Government  
entry to  
search for  
minerals, etc.,**

6. The tenant shall at all times permit the officers of Government to enter, and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

**Compensa-  
tion for  
damage by  
entry.**

7. The Government agrees to pay the tenant such compensation as the Deputy Commissioner may consider reasonable for all damage occasioned by the exercise of the rights reserved to itself in clauses 5 and 6, and the tenant shall accept the sum awarded by the Deputy Commissioner in full satisfaction and compensation for the same.

**Resumption  
of land for  
public  
purposes.**

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner be required for the

construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall if required accept in full satisfaction and compensation for the same, an equal area of land elsewhere on the canal within the tract of land to which Act III of 1893, has been extended, or such other form of compensation as the Deputy Commissioner may determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the land resumed by Government. The land given in exchange under this clause shall be held by the tenant on the same conditions in all respects as the land resumed : provided always that the Deputy Commissioner may from time to time, by order in writing signed by him, reserve in favour of any person or persons, or any class of persons or of the public generally, a right of way of such description as he thinks fit and specifies in the said order through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *kadams* in width, and that no compensation of any kind shall be claimable by any person in respect of such reservation as is in this *proviso* referred to, but in respect of any area so reserved no owner's rate, occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

9. The tenant shall pay at the time or times appointed by the Deputy Commissioner the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and also of the cost of a suitable drinking well near the village site as calculated and fixed by the Deputy Commissioner.

Payment of  
(a) cost of  
survey and  
demarcation.  
(b) Cost of  
well.

10. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

Demarcation  
of boundaries.

11. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupier, of land by any law or rules for the time being in force in the Punjab and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Responsibili-  
ty of tenant  
as to crime.

12. The tenant shall pay when due all land revenue assessments, *nahri parta*, occupiers' rates, *malikana*, and cesses imposed by competent authority in respect of the said lands or any part thereof to such person and at such times and places as the Deputy Commissioner shall from time to time appoint.\*

Assessments,  
remissions,  
etc.

13. The tenant may use for his own *bona fide* private purpose connected with the cultivation or reclamation of the said lands, any trees or brushwood standing thereon, but such trees or brushwood

Trees on  
holding.

\*As the detailed assessments imposed initially are now obsolete, they have not been reproduced. For a discussion of assessments, and remissions read Chapter VIII of the Manual.

shall not be sold, bartered, exchanged or given away by the tenant : provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him.

**The *charagah*  
or grazing-  
ground.**

14. The tenant shall be allowed as a matter of favour to graze his cattle in any unallotted portion of the area of the mauza in which the tenancy is situated. He may with the permission of the Deputy Commissioner, cut wood from it for his *bona fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate it. Any infringement of this prohibition shall be regarded as a breach of the stipulations of this statement within the meaning of clause 19.

**Residence.**

15. The tenant shall build a house and settle permanently in the estate in which the said lands are situated within three years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy : provided that when the tenancy has devolved upon the heirs or legal representatives of the original tenant and is held jointly by two or more persons, the Deputy Commissioner may for sufficient reason excuse any of such joint-holders from personal residence in the estate.

**Improve-  
ments.**

16. The tenant may sink wells, make water-courses, plant trees build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 5 hereof : Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.

**Permanent  
cultivation.**

17. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

**Occupancy  
rights.**

18. At or after the expiration of five years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy, the tenant having duly paid all sums due to Government under these provisions, and having duly observed all the stipulations herein contained and to be by him observed shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in the said lands : Provided that thereafter the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained the following only excepted, namely, clauses 8 and 9.

19. If the tenant fails to pay in the manner hereinbefore provided all sums due to Government under these provisions and to duly observe all or any of the stipulations herein contained and to be by him observed, then, and if in any such case the Government may forthwith, without payment of any compensation whatever resume and repossess the whole of the said lands. **Infringement of conditions. Penalties.**

20. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner whose decision shall be final and conclusive between Government and the tenant. **Arbitration.**

21. In every part of this statement the term "the tenant" shall be deemed to include the tenant, his heirs and legal representatives; the term "Deputy Commissioner" shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under Act III of 1893 the term "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887; and the term "the Government" shall be deemed to include the Secretary of State for India in Council, his successors, and assigns and every person duly authorised by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this statement. **Definitions**



*Register of Peasant Tenancies granted under Act III of 1893 in Mauza*

BRANCH OF CANAL.

RAJBAHA.

Minor

District

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Khata No.	Name of tenant, with parentage, caste or tribe, in what district, tahsil, and village formerly resident.	Survey, No. of square or squares.	Net area of tenancy after deduction of reserved areas (if any).	Cost of survey payable at entrance, and date of payment.	Date of allotment.	Date of commencement of tenancy.	Date from which the term of the tenancy (clause 3) and the period of remissions of land revenue, occupier's rate, <i>Nahri</i> <i>purtia</i> and cesses (clause 12) are counted.	Signature of tenant.	Signature of Deputy Commissioner.	Remarks.	Whether conditions of grant have been fulfilled after three years.	Whether conditions of grant have been fulfilled after five years.	Orders regarding acquisition of occupancy rights.

*Column 7.*—The date of the commencement of the tenancy will be the date on which the tenant signs the register in column 9.  
*Column 8.*—The date to be entered in this column will ordinarily be the date of allotment to the original tenant (see clause 4 of the statement), but this is subject to the discretion of the Deputy Commissioner in individual cases in which possession could not be taken through no fault of the proposed tenant at the time of allotment, or in which irrigation was not available at the time of entry into possession.

## (2) Peasant tenants on the extensions.

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT TO A TENANT OF THE PEASANT CLASS LANDS SITUATED ON THE EXTENSIONS OF THE BARI DOAB CANAL IN THE CHUNIAN TAHSIL OF THE LAHORE DISTRICT.

WHEREAS by notification published in the *Punjab Government Gazette*, No. 991, dated the 13th October, 1906, the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government, and wholly or partly irrigable from the Bari Doab Canal, and whereas the Local Government is willing to grant a part of the said tract to tenants of the peasant class, the following statement of conditions on which the Local Government is willing to grant land to such tenants is issued in accordance with the provisions of section 4 of the same Act :—

1. No person shall be entitled as of right to become a tenant, **Selection of tenants.** that is to say the local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the land referred to in this statement.

2. In this statement (a) “the lands” and “the said lands” **Definition.** shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of the Government Tenants (Punjab) Act, 1893, to which a copy of this statement is, in accordance with that section, required to be prefixed ; (b) “the date of the commencement of the tenancy” shall mean the date recorded as the date of such commencement in the register maintained under section 5 of the said Act ; (c) except as provided in condition 4 in the case of a tenant not having a right of occupancy, “the tenant” shall be deemed to include the tenant, his legal representatives and his or their heirs, succeeding him or them in accordance with the said condition 4 ; (d) “Deputy Commissioner” shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under the said Act ; (e) “Improvements” shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

3. All tenancies granted on the conditions set forth in this statement shall, subject to the provisions of clause 22, be for a term of years **Period of tenancy.** which will expire on the expiration of 20 years from the date of the commencement of the tenancy.

4. (1) When the tenant dies without having acquired a **Succession.** right of occupancy under condition 22 the tenancy shall lapse to Government, and all rights conferred upon the tenant by these conditions shall be extinguished.

(2) When the tenant dies after having acquired a right of occupancy under condition 22 the tenancy shall devolve—

(a) on his male lineal descendants, if any, in the male line of descent, and

(b) failing such descendants, on his widow, if any, until she dies, or remarries, or abandons the land, or is ejected therefrom in accordance with these conditions or any of them, and

(c) failing such descendants and widow, or, if the deceased tenant left a widow, then when her interest terminates under clause (2) (b) of this condition, on his male collateral relatives in the male line of descent from the common ancestor of the deceased tenant and these relatives :

Provided with respect to clause (2) (c) of this condition that the common ancestor occupied the land.

(3) As among descendants and collateral relatives claiming under clause (2) of this condition the tenancy shall, subject to the provisions of that clause, devolve as if it were land left by the deceased.

(4) If the deceased tenant shall leave no such persons as are mentioned in clause (2) of this condition on whom the tenancy may devolve under that clause, the tenancy shall lapse to Government, and all rights conferred upon the tenant by these conditions shall be extinguished.

**Remissions  
on reallocated  
land.**

5. Where any person is granted a special tenancy under the Government Tenants (Punjab) Act, 1893, in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 13 of these conditions.

**Exceptions of  
channels,  
rights to  
minerals, etc.**

6. The Local Government does not grant to the tenant, but here by absolutely excepts and reserves to itself out of and in respect of the lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use all existing thoroughfares traversing the said lands or any part thereof, including a width of  $1\frac{1}{2}$  *kadams* on either side of survey base lines, and also any lines of road which, though not yet made, have been marked out upon the ground or delineated in the plan or plans kept in the office of the Colonization Officer or Deputy Commissioner.

**Power of  
Government  
entry to  
search for  
minerals, etc.**

7. The tenant shall at all times permit any office or officers of Government to enter into or upon the whole or any part of the land, and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and

for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Government of all or any of the rights reserved to itself in clause 6 and clause 7, other than existings rights of way and water and other easements.

9. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall if so required be bound to accept in full satisfaction and compensation for the same, an equal area of land elsewhere on the canal within the tract of land to which the Government Tenants (Punjab) Act, 1893, has been extended, or such other form of compensation as the Deputy Commissioner may determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the land resumed by Government. The land given in exchange under this clause shall be held by the tenant on the same conditions in all respects as the land resumed: provided always that the Deputy Commissioner may from time to time, by order in writing signed by him, reserve in favour of any person or persons, or any class of persons, or of the public generally, a right of way of such description as he thinks fit and specifies in the said order through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *kadams* in width, and that no compensation of any kind shall be claimable by the tenant or any other person in respect of such reservation as is in this *proviso* referred to, but in respect of any area so reserved no owner's rate, occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

Resumption  
of land for  
public  
purposes.

10. The tenant shall at the time or times appointed by the Deputy Commissioner pay the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and of the roads and culverts necessary for the general convenience of the residents of such estate and also of the cost of a suitable drinking well near the village site as calculated and fixed by the Deputy Commissioner.

Payment of  
(a) cost of  
survey and  
demarcation.  
(b) cost of  
well.  
(c) roads and  
culverts.

11. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

Demarcation  
of boundaries.

Responsibility of tenant as to crime.

12. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Assessments, remissions, etc.

13. The tenant shall pay when due in respect of the said land or any part thereof, all land revenue assessments, *nahri parta*, occupier's rate, *malikana* and cesses or other charges imposed by competent authority under any law for the time being in force.\*

The tenant shall also pay a rate not exceeding Rs. 2† per acre of the said lands, to be levied once only, after the second crop has been reaped from the tenancy, in composition for the cost of survey, demarcation and water-courses mentioned in clause 10 of this statement: provided that the Deputy Commissioner may direct that such rate be paid in two instalments.

All payments mentioned in this clause shall be made to such persons and at such times and places as the Deputy Commissioner shall from time to time appoint:—

Provided that—

- (1) the Local Government shall remit the whole demand on account of land revenue, *nahri parta*, occupiers' rates, and cesses during the first year, and one-half of the demand under the aforesaid heads during the second year, after the date of commencement of the tenancy; and
- (2) the enhanced rate of *malikana* shall not take effect after the fifth year without the previous sanction of the Financial Commissioner.

Trees on holding.

14. The tenant may use for his own *bonâ fide* private purposes connected with the cultivation or reclamation of the said lands, any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant: provided that any tree or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him.

The *charagah* or grazing-ground.

15. The portion of the area of the *mauza* in which the tenancy is situated, which has not been allotted, is reserved for the present as Government waste. The tenant shall be allowed as a matter of favour to graze his cattle upon it and, with the permission of the Deputy Commissioner, to cut wood from it for his *bonâ fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate it. Any infringement of this prohibition shall be regarded as a breach of the stipulations of this statement within the meaning of clause 23.

\*As the detailed assessments imposed initially are now obsolete, they have not been reproduced. For a discussion of assessments, etc., see Chapter VIII of the Manual.

†The Government of India have ruled that it is not necessary to enforce this condition, vide their letter No. 853-377-2, dated 2nd November 1911.

16. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Deputy Commissioner directs that he be put in possession of a specified area of land, and within one year of the said date, he shall build a house, to the satisfaction of the Deputy Commissioner on a site allotted by the Deputy Commissioner or with the permission of the Deputy Commissioner on his own land: Provided that when the tenancy is held jointly by two or more persons, the Deputy Commissioner may, for sufficient reason, excuse any of such joint-holders from personal residence in the estate. Residence.

17. The tenant shall within a reasonable time to the satisfaction of the Deputy Commissioner plant twice as many trees as there are acres in the said lands and shall maintain that number of trees in good condition. Tree planting.

18. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in clause 6 hereof: Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer. Improvements.

19. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of the commencement of the tenancy and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Permanent cultivation.

20. The tenant shall not, without the previous consent in writing of the Financial Commissioner, transfer or attempt to transfer any right, title or interest in, or possession of, the whole or any part of the said lands or sublet the same for more than two harvests or create or attempt to create any charge thereupon. Alienation.

21. The tenant is bound—

- (1) if he is in the service of Government or is a pensioner, or
- (2) if he or any member of his family has previously received from Government any grant of land,

Disclosure by  
tenant of  
status as  
Government  
servant or of  
previous  
grant of land;

to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment.

In this clause the expression "member of his family" means any descendant of the paternal grandfather of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record-of-rights as that of a share-holder joint with the tenant in any holding.

**Occupancy  
rights.**

22. At or after the expiration of five years from the date of the commencement of the tenancy, the tenant, having duly paid all sums due to Government under these provisions, and having duly observed all the stipulations herein contained and to be by him observed, shall, on payment in two equal annual instalments of Rs. 2 for every acre, be entitled at any time to receive from the Local Government a *sanad* giving him a right of occupancy in the said lands: Provided that thereafter the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained, and that no *sanad* shall be given until the second instalment herein referred to shall have been paid to Government.

**Infringement  
of conditions.  
Penalties.**

23. If within 15 days from date of demand made in writing for payment thereof the tenant fails to pay in the manner hereinbefore provided all sums due to Government under these provisions or if he at any time fails to duly observe all or any of the stipulations herein contained and to be by him observed, then, and in every such case the tenant shall pay a penalty to be fixed by the Deputy Commissioner, but not exceeding one hundred rupees or the Local Government in lieu of demanding such penalty may by any officer duly authorised in this behalf forthwith, without payment of any compensation whatsoever, re-enter upon the said lands and resume the possession thereof, and immediately thereupon the said tenancy shall absolutely cease and determine.

**Arbitration.**

24. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the arbitration of the Commissioner of the division, whose decision shall be final and conclusive between Government and the tenant.

*Register of Peasant Tenancies granted under Act III of 1893 in Mauza*      *District*

BRANCH OF CANAL.

РАЈВАНА.

Minor.

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Khata No.	Name of tenant, with parentage, caste or tribe, in what district, tahsil, and village formerly resident.	Survey, No. of square or squares.	Net area of tenancy after deduction of reserved areas (if any).	Cost of survey payable at entrance, and date of payment.	Date of allotment.	Date of commencement of tenancy	Date from which the term of the tenancy (clause 3) and the period of remissions of land revenue, occupier's rate, <i>nahri putla</i> and cesses (clause 12) are counted.	Signature of tenant.	Signature of Deputy Commissioner.	Remarks.	Whether conditions of grant have been fulfilled after three years.	Whether conditions of grant have been fulfilled after five years.	Orders regarding acquisition of occupancy rights.

*Column 7.*—The date of the commencement of the tenancy will be the date on which the tenant signs the register in column 9.

*Column 8.*—The date to be entered in this column will ordinarily be the date of allotment to the original tenant (see clause 4 of the statute); but this is subject to the discretion of the Deputy Commissioner in individual cases in which possession could not be taken through no fault of the proposed tenant at the time of allotment, or in which irrigation was not available at the time of entry into possession.



### (3) Nazrana-paying tenants, classes I and II.

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE BARI DOAB CANAL IN THE CHUNIAN TAHSIL OF THE LAHORE DISTRICT TO NAZRANA-PAYING TENANTS OF THE FIRST OR SECOND CLASS.

WHEREAS by notification published in the Punjab Government No. 991, dated the 18th October 1906, the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to a certain tract of land, the property of Government, and wholly or partly irrigable from the Bari Doab Canal, and whereas the Local Government is willing to let a part of the said tract to nazrana-paying tenants of the class on payment by instalments of a nazarana of Rs. per acre, one instalment of which shall be payable before the commencement of the tenancy, the following statement of conditions on which the Local Government is willing to let lands to tenants of the said class is issued in accordance with the provisions of Section 4 of the same Act :—

1. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

2. In this statement of conditions unless there is something to the contrary in the subject or context (a) “the lands” and “the said lands” shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under Section 5 of the Government Tenants (Punjab) Act, 1893, to which a copy of this statement is in accordance with that section required to be prefixed; (b) “the date of the commencement of the tenancy” shall mean the date recorded as the date of such commencement in the register maintained under Section 5 of the said Act; (c) “the tenant” shall be deemed to include the tenant, and any heir or heirs of the tenant who at any time, in manner in condition No. 4 provided, succeeds him in the tenancy, and any heir of such successor who himself so succeeds; (d) “Deputy Commissioner” shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under the said Act; (e) “improvements” shall be deemed to mean improvements as defined in Section 4 (19) of the Punjab Tenancy Act, 1887.

3. All tenancies granted on the conditions set forth in this statement shall be subject to a right of occupancy: Provided that the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained.

4. On the death of the tenant an heir of the tenant shall succeed to the tenancy in accordance with the rules of primogeniture set out in the schedule annexed to this statement of conditions.

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\*Here fill in “first” or “second” according to circumstances.

5. Where any person is granted a special tenancy under the Government Tenants (Punjab) Act, 1893, in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 13 of these conditions.

6. The Local Government does not grant to the tenant but hereby absolutely excepts and reserves to itself out of and in respect of the lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilised for the distributary channels of the canal, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use all existing thoroughfares traversing the said lands or any part thereof, including a width of  $1\frac{1}{2}$  *kadams* on either side of survey base lines, and also any lines of road which though not yet made have been marked out upon the ground, or delineated in the plan or plans kept in the office of the Colonization Officer or Deputy Commissioner.

7. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, washing-golds, earth-oil, quarries and easements in or under the said lands and all parts thereof.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements.

9. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner, permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time in the opinion of the said Deputy Commissioner be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith; and the tenant shall, if so required, be bound to accept in full satisfaction and compensation for the same an equal area of land elsewhere on the canal within the tract of land to which the Government Tenants (Punjab) Act, 1893, has been extended or such other form of compensation as the Deputy Commissioner may determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the lands resumed by Government. The land given in exchange under this clause shall be held by the tenant on the same

conditions in all respects as the land resumed : Provided always that the Deputy Commissioner may from time to time by order in writing signed by him reserve in favour of any person or persons or any class of persons or of the public generally a right of way of such description as he thinks fit and specifies in the said order, through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *kadams* in width, and that no compensation of any kind shall be claimable by the tenant or any other person in respect of such reservation as is in this proviso referred to, but in respect of any areas so reserved no owner's rate, occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

10. The tenant shall at the time or times appointed by the Deputy Commissioner pay the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also of the cost of a suitable drinking well near the village site, as calculated and fixed by the Deputy Commissioner ; and he shall similarly pay to the Deputy Commissioner the second instalment of *nazarana* due in respect of the said lands within two years and the third within three years and the fourth within four years from the date of the commencement of the tenancy, and so forth, one instalment falling due in each year, until the whole amount of the *nazarana* is paid off : Provided always that without prejudice to the rights of Government secured under clause 22 of this statement of conditions if the tenant fails to pay in the manner hereinbefore provided any instalment which has fallen due he shall be charged with interest on the amount of every such overdue instalment at the rate of 12 per cent. per annum.

11. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

12. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

13. The tenant shall pay when due in respect of the said lands or any part thereof all land revenue assessments, *nahri parta*, occupiers' rate, *malikana* and cesses or other charges imposed by competent authority under any law for the time being in force.\*

The tenant shall also pay a rate not exceeding Rs. 2† per acre of the said lands, to be levied once only, after the second crop has been reaped

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\*As the detailed assessments, etc., imposed initially are now obsolete, they have not been reproduced.

†The Government of India have ruled that it is not necessary to enforce this condition,—vide their letter No. 853-377-2, dated 2nd November 1911.

from the tenancy in composition for the cost of survey demarcation and water-courses mentioned in clause 10 of this statement ; provided that the Deputy Commissioner may direct that such rate be paid in two instalments.

All payments mentioned in this clause shall be made to such persons and at such times and places as the Deputy Commissioner shall from time to time appoint.

Provided that—

- (1) The Local Government shall remit the whole demand on account of land revenue, *nahri parta*, occupiers' rates and cesses during the first year, and one-half of the demand under the aforesaid heads during the second year, after the date of commencement of the tenancy ; and
- (2) the enhanced rate of *malikana* shall not take effect after the 5th year without the previous sanction of the Financial Commissioner.

14. The tenant may use for his own *bonâ fide* private purposes connected with the cultivation or reclamation of the said lands any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant ; provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him.

15. The portion of the area of the mauza in which the tenancy is situated which has not been allotted is reserved for the present as Government waste. The tenant shall be allowed as a matter of favour to graze his cattle upon it and, with the permission of the Deputy Commissioner, to cut wood from it for his *bonâ fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate it. Any infringement of this prohibition shall be regarded as a breach of the stipulation of this statement within the meaning of clause 22.

#### RESIDENCE.

16. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Deputy Commissioner directs that he be put in possession of a specified area of land, and within one year of the same date he shall build a house, to the satisfaction of the Deputy Commissioner, on a site allotted by the Deputy Commissioner, or (with the permission of the Deputy Commissioner) on his own land.

(N.B.—This clause is in the alternative according as allotting authorities prescribe residence or not).

#### NON-RESIDENCE.

16. The tenant shall either himself settle permanently in the estate in which the said lands are situated, or if he shall not so settle he shall cause some competent member of his family or other person approved in either case by the Deputy Commissioner to so settle within six months of the date on which the Deputy Commissioner directs

that he be put in possession of a specified area of land ; and whether he himself so settles or causes some competent member of his family or other person to so settle he shall within one year of the same date either himself build or cause to be built-a house, to the satisfaction of the Deputy Commissioner, on a site allotted by the Deputy Commissioner, or (with the permission of the Deputy Commissioner) on his own land.'

17. The tenant shall, within a reasonable time, to the satisfaction of the Deputy Commissioner, plant twice as many trees as there are acres in the said lands, and shall maintain that number of trees in good condition.

18. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 6 hereof : Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.

19. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of the commencement of the tenancy and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

20. The tenant shall not, without the previous consent in writing of the Financial Commissioner, transfer or attempt to transfer any right, title or interest in, or possession of the whole or any part of the said lands or sublet the same for more than two harvests or create or attempt to create any charge thereupon.

21. The tenant is bound—

- (1) If he is in the service of Government or is a pensioner ; or
- (2) If he or any member of his family has previously received from Government any grant of land,

to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment.

In this clause the expression " member of his family " means any descendant of the paternal grandfather of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record-of-rights as that of a share-holder joint with the tenant in any holding.

22. If, within 15 days from date of demand, made in writing for payment thereof the tenant fails to pay, in the manner hereinbefore provided, all sums due to Government under these provisions, or if he at any time fails to duly observe all or any of the stipulations herein contained and to be by him observed then and in every such case the tenant shall pay a penalty to be fixed by the Deputy Commissioner, but

not exceeding one hundred rupees ; or the Local Government, in lieu of demanding such penalty, may by any officer duly authorised in this behalf forthwith without payment of any compensation whatsoever, re-enter upon the said lands and resume the possession thereof, and immediately thereupon the said tenancy shall absolutely cease and determine.

23. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the arbitration of the Commissioner of the division, whose decision shall be final and conclusive between Government and the tenant.

[ *For Form of Register see old peasants.* ]

### Schedule.

1. For the purposes of these rules, unless there is something to the contrary in the subject or context,— Primogeni-  
ture.

(a) “son” means a legitimate son, and includes a son duly adopted ; and

(b) “descendant” means a legitimate lineal male descendant.

2. Upon the decease of the tenant for the time being the tenancy shall, in every case, devolve upon a single person as an impartible holding, and that person shall be the person indicated as the next in order of succession in these rules :

Provided always that each successor to the tenancy shall be approved and accepted as such by the Deputy Commissioner :

Provided, further, that the Deputy Commissioner shall not refuse to approve and accept as a successor to the tenancy any person who under these rules is next in order of successions, unless that person is, in the opinion of the Deputy Commissioner, unfit to succeed to the tenancy.

3. When, under these rules, the Deputy Commissioner refuses to accept as the successor the person indicated by these rules as next in order of succession, the next person thereby entitled to succeed after the person so rejected, who is approved and accepted by the Deputy Commissioner, shall succeed.

4. When, under these rules, any person is entitled to succeed to any tenancy, the Deputy Commissioner may make the succession of such person conditional upon his undertaking to make suitable provision to his satisfaction for the proper maintenance out of the tenancy of the widow or widows (if any) and other members of the family (if any) of the last or any previous holder thereof, and may do all acts and things which may, from time to time, be necessary to enforce any undertaking given under this rule.

5. Upon the decease of the tenant for the time being, the succession shall, if there be descendants him surviving, pass according to the rule of primogeniture to—

- (a) if there be an only son or only son of an only son—such son or son's son, as the case may be, and so on until all the descendants shall fail ;
- (b) If there be more sons than one—the eldest son or, if the eldest son be dead, his eldest son (if any), as the case may be, and so on until all the descendants of the eldest son shall fail ;
- (c) failing descendants of the eldest son—the second son or, if the second son be dead, his eldest son, as the case may be, and so on until all the descendants of the second son shall fail.

6. The succession of other sons (if any) of the last tenant, and their descendants, shall be governed by the same rules and shall follow the same order.

7. If the last tenant shall leave no descendants him surviving, the tenancy shall pass, according to the rule of primogeniture, to the descendants (if any) of his immediate predecessor in the tenancy, and, failing such, of the first predecessor in the tenancy of such predecessor, any of whose descendants may then be living, in the following order, namely :—

- (a) among the descendants of any tenant, the senior line and the senior person of that line shall always be preferred to any junior line or person ; and
- (b) on the failure of any line, the next senior line then represented (if any) shall be taken and similarly dealt with.

8. If the tenant shall die leaving no descendants him surviving, and there has been no predecessor in the tenancy, the nearest ancestor of the tenant in the male line, any of whose descendants may then be living, shall be deemed to be the immediate predecessor of the tenant for the purposes of rule 7.

9. Any order passed by a Deputy Commissioner under these rules shall be subject to appeal, review or revision as provided in Chapter II of the Punjab Land Revenue Act XVII of 1887.

#### **(4) Nazrana paying tenants class III.**

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE BARI DOAB CANAL IN THE CHUNIAN TAHSIL OF THE LAHORE DISTRICT TO NAZRANA-PAYING TENANTS OF THE 3RD CLASS.

WHEREAS by Notification published in the *Punjab Government Gazette* No. 991, dated the 13th October, 1906, the provisions of Act III of 1893 the Government Tenants (Punjab) Act, have been applied

to a certain tract of land, the property of Government and wholly or partly irrigable from the Bari Doab Canal, and whereas the Local Government is willing to grant a part of the said tract to nazrana -paying tenants of the 3rd Class on payment by instalment of a *nazrana* of Rs. per acre, one instalment of which shall be payable before the commencement of the tenancy, the following statement of conditions on which Government is willing to grant land to tenants of the said class is issued in accordance with the provisions of Section 4 of the same Act :—

1. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

2. In this statement of conditions—

- (a) “ the lands ” and the “ said lands ” shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under Section 5 of the Government Tenants (Punjab) Act, 1893, to which a copy of this statement is in accordance with that section required to be prefixed ;
- (b) “ the date of the commencement of the tenancy ” shall mean the date recorded as the date of such commencement in the register maintained under Section 5 of the said Act ;
- (c) “ the tenant ” shall be deemed to include the tenant, his legal representatives and his or their heirs succeeding him or them in accordance with condition 4 ;
- (d) “ Deputy Commissioner ” shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under the said Act ;
- (e) “ improvements ” shall be deemed to mean improvements as defined in Section 4 (19) of the Punjab Tenancy Act, 1887.

3. All tenancies granted on the conditions set forth in this statement shall be subject to a right of occupancy ; provided that the tenant shall hold and possess the said land and every part thereof subject for ever to all the provisions and stipulations herein contained.

4. (1) On the death of the tenant the tenancy shall devolve—

- (a) on his male lineal descendants, if any, in the male line of descent, and
- (b) failing such descendants, on his widow, if any, until she dies, or remarries, or abandons the land, or is ejected therefrom in accordance with these conditions or any of them, and
- (c) failing such descendants and widow, or, if the deceased tenant left a widow then when her interest terminates under clause 1(b) of this condition on his male collateral relatives in the male line of descent from the command ancestor of the deceased tenant and these relatives :



Provided with respect to clause 1 (c) of this condition that the common ancestor occupied the land.

(2) As among descendants and collateral relatives claiming under clause 1 of this condition the tenancy shall, subject to the provisions of that clause, devolve as if it were land left by the deceased.

(3) If the deceased tenant shall leave no such persons as are mentioned in clause 1 of this condition, on whom the tenancy may devolve under that clause, the tenancy shall lapse to Government, and all rights conferred upon the tenant by these conditions shall be extinguished.

5. Where any person is granted a special tenancy under the Government Tenants (Punjab) Act, 1893, in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 13 of these conditions.

6. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use all existing thoroughfares traversing the said lands or any part thereof including a width of  $1\frac{1}{2}$  *kadams* on either side of survey base lines, and also any lines of road which though not yet made have been marked out upon the ground, or delineated in the plan or plans kept in the office of the Colonization Officer or Deputy Commissioner.

7. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights herein before reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements.

9. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner, permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time in the

opinion of the said Deputy Commissioner be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith; and the tenant shall, if so required, be bound to accept in full satisfaction and compensation for the same an equal area of land elsewhere on the canal within the tract of land to which the Government Tenants (Punjab) Act, 1893, has been extended or such other form of compensation as the Deputy Commissioner may determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the lands resumed by Government. The land given in exchange under this clause shall be held by the tenant on the same conditions in all respects as the land resumed: Provided always that the Deputy Commissioner may from time to time by order in writing signed by him reserve in favour of any person or persons or any class of persons or of the public generally a right of way of such description as he thinks fit and specifies in the said order, through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *kadams* in width, and that no compensation of any kind shall be claimable by the tenant or any other person in respect of such reservation as is in this proviso referred to, but in respect of any areas so reserved no owner's rate, occupier's rates, land revenue, malikana or cesses shall be payable by the tenant.

10. The tenant shall at the time or times appointed by the Deputy Commissioner pay the whole cost of the survey and demarcation of the said lands, together with his share of the cost of water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also of the cost of a suitable drinking well near the village site, as calculated and fixed by the Deputy Commissioner, and he shall similarly pay to the Deputy Commissioner the second instalment of *nazrana* due in respect of the said lands within two years and the third within three years and the fourth within four years from the date of the commencement of the tenancy, and so forth, one instalment falling due in each year, until the whole amount of the *nazrana* is paid off: Provided always that without prejudice to the rights of Government secured under clause 22 of this statement of conditions if the tenant fails to pay in the manner hereinbefore provided any instalment which has fallen due he shall be charged with interest on the amount of every such over-due instalment at the rate of 12 per cent. per annum.

11. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

12. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab,

and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules or the time being in force in the Punjab.

13. The tenant shall pay when due in respect of the said lands or any part thereof all land revenue assessments, *nahri parta*, occupiers' rate, *malikana* and cesses or other charges imposed by competent authority under any law for the time being in force.\*

The tenant shall also pay a rate not exceeding Rs. 2† per acre of the said lands, to be levied once only, after the second crop has been reaped from the tenancy in composition for the cost of survey demarcation and water-courses mentioned in clause 10 of this statement; Provided that the Deputy Commissioner may direct that such rate be paid in two instalments.

All payments mentioned in this clause shall be made to such persons and at such times and places as the Deputy Commissioner shall from time to time appoint:

Provided that—

- (1) the Local Government shall remit the whole demand on account of land revenue, *nahri parta*, occupier's rates and cesses during the first year, and one-half of the demand under the aforesaid heads during the second year, after the date of commencement of the tenancy; and
- (2) the enhanced rate of *malikana* shall not take effect after the 5th year without the previous sanction of the Financial Commissioner.

14. The tenant may use for his own *bonâ fide* private purposes connected with the cultivation or reclamation of the said lands any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant: Provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him.

15. The portion of the area of the mauza in which the tenancy is situated which has not been allotted is reserved for the present as Government waste. The tenant shall be allowed as a matter of favour to graze his cattle upon it, and with the permission of the Deputy Commissioner to cut wood from it for his own *bonâ fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate it. Any infringement of this condition shall be regarded as a breach of the stipulations of this statement within the meaning of clause 22.

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\*As the detailed assessments, etc., imposed initially are now obsolete, they have not been reproduced.

†The Government of India have ruled that it not necessary to enforce this condition,—*vide* their letter No. 853-377-2, dated 2nd November 1911.

## RESIDENCE.

16. The tenant shall settle permanently in the estate in which the said lands are situated within 6 months of the date on which the Deputy Commissioner directs that he be put in possession of a specified area of land, and within one year of the same date he shall build a house, to the satisfaction of the Deputy Commissioner, on a site allotted by the Deputy Commissioner, or (with the permission of the Deputy Commissioner) on his own land ; Provided that, when the tenancy is held jointly by two or more persons, the Deputy Commissioner may for sufficient reason excuse any of such joint holders from personal residence in the estate.

(N.B.—This clause is in the alternative according as allotting authorities prescribe residence or not.)

## NON-RESIDENCE.

16. The tenant shall either himself settle permanently in the estate in which the said lands are situated, or if he shall not so settle he shall cause some competent member of his family or other person approved in either case by the Deputy Commissioner to so settle within six months of the date on which the Deputy Commissioner directs that he be put in possession of a specified area of land ; and whether he himself so settles or causes some competent member of his family or other person to so settle, he shall within one year of the same date either himself build or cause to be built a house to the satisfaction of the Deputy Commissioner on a site allotted by the Deputy Commissioner, or (with the permission of the Deputy Commissioner) on his own land.

17. The tenant shall within a reasonable time to the satisfaction of the Deputy Commissioner plant twice as many trees as there are acres in the said lands and shall maintain that number of trees in good condition.

18. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 6 hereof : Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.

19. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of the commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

20. The tenant shall not without the previous consent in writing of the Financial Commissioner transfer or attempt to transfer any right,

title or interest in, or possession of the whole or any part of the said lands, or sublet the same for more than two harvests or create or attempt to create any charge thereupon.

21. The tenant is bound—

(1) if he is in the service of Government or is a pensioner, or

(2) if he or any member of his family has previously received from Government any grant of land ;

to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment.

In this clause the expression “ member of his family ” means any descendant of the paternal grand-father of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record-of-rights as that of a share-holder joint with the tenant in any holding.

22. If, within 15 days from date of demand made in writing for payment thereof the tenant fails to pay in the manner hereinbefore provided all sums due to Government under these provisions, or if he at any time fails to duly observe all or any of the stipulations herein contained and to be by him observed, then and in every such case the tenant shall pay a penalty to be fixed by the Deputy Commissioner, but not exceeding one hundred rupees ; or the Local Government, in lieu of demanding such penalty, may by any officer duly authorised in this behalf, forthwith without payment of any compensation whatsoever, re-enter upon the said lands and resume the possession thereof, and immediately thereupon the said tenancy shall absolutely cease and determine.

23. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the arbitration of the Commissioner of the Division, whose opinion shall be final and conclusive between Government and the tenant.

[ *For Form of Register see old peasants.* ]

### **(5) Statement of conditions on which Government is willing to grant tenancies of village sites for certain purposes.**

The statement of conditions published in Punjab Government notification No. 837-C, dated the 1st March 1933, and reproduced in section 5 of Chapter I is also applicable to the Chunian Colony.

**6. Rules prescribing the condition on which tenants holding land in the Chunian Colony under statement of conditions issued under Act III of 1893, other than tenants holding on service conditions, may acquire proprietary rights in their holdings.**

*(Punjab Government letters Nos. 186-Revenue, dated 19th December, 1910 and 30 (Rev. and Agri.—Irrign.), dated 18th March 1912.)*

I. In the case of any tenant holding under a statement of conditions containing a provision for the acquisition of proprietary right such right may be acquired by fulfilment of the conditions prescribed in that behalf.

II. Tenants who hold under statements of conditions not entitling them to acquire proprietary right may acquire such right on the following conditions:—

- (1) The tenant must have already acquired occupancy rights.
- (2) Not less than 15 years must have elapsed since the date of the commencement of the tenancy. This condition may however, be relaxed by the Local Government in favour of tenants who have established a permanent residence in the colony.
- (3) The tenant must have complied with all the conditions of the tenancy except in so far as such conditions may have been modified by law or competent executive authority. In particular he must have complied with the conditions (if any) relating to (a) residence and (b) cultivation.
- (4) The tenant must have paid in full the price fixed by Government for the rights to be so acquired.
- (5) The price to be paid to Government for proprietary rights shall be Rs. 12-8-0 per acre which may be paid in moieties in two successive harvests.
- (6) The Deputy Commissioner may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist:—
  - (a) Gross or repeated encroachments on the charagah, unallotted village site or public roads and thoroughfares.
  - (b) Grossly insanitary conditions, viz., borrow-pits within the compounds of houses; the heaping of manure within the compounds instead of outside the village; and making village tanks in places other than those indicated by competent authority.
  - (c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired if otherwise allowable, when the defect for which it has been withheld has been remedied.

- (7) The Deputy Commissioner may withhold proprietary rights from the tenants of any estate in which the state of crime is such as in his opinion to disentitle the villagers to the concession.
- (8) Proprietary right may also be withheld from the tenants of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application if there is reason to believe that such breach was wilfully caused by residents of the estate.

III. The areas of squares known as menials' squares will remain the property of Government and will be managed by the lambardars or the village community according to orders to be issued by Financial Commissioner.

IV. A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rates as for the tenancy.

V. An appeal shall lie to the Commissioner from an order of a Deputy Commissioner under these rules refusing to grant proprietary rights. All proceedings under these rules shall be subject to the control of the Financial Commissioner and the Local Government.

VI. Where a tenant has fulfilled the conditions laid down in rules I and II (1), (2) and (3) in regard to the land originally allotted to him, and the Deputy Commissioner sees no reason to withhold permission to purchase under rule II (6), (7) and (8) the tenant may, in addition to acquiring proprietary rights on the land originally allotted to him in the village, also acquire proprietary right in regard to any small subsidiary grant subsequently allotted to him in the same village notwithstanding that rule II (1) and (2) may not have been complied with in the case of the subsequent grant. The price to be paid will be that laid down in rule II (5).

## SECTION 2.—NOTICE OF SALE, CONDITIONS OF SALE AND AGREEMENT TO PURCHASE.

The forms reproduced in this section, together with the authority under which they were sanctioned, are shown in the following table :—

Number of Form.	Form.	Authority for Form.	Page.
1	Form of notice of sale, conditions of sale and agreement to purchase.	Punjab Government letter No. 1337-S., dated 6th August 1904.	99
2	Condition of sale of sites for shops and residential houses.	Punjab Government letter No. 432, dated 21st April 1906.	107
3	Deed of sale of land for factory sites	Ditto ditto.	110
4	Deed of conveyance for agricultural land in which proprietary rights have been acquired by tenants.	Financial Commissioner's letter No. 503-S-C., dated 5th February 1931.	111
5	Deed of conveyance of land granted for certain purposes in respect of which proprietary rights have been purchased by the tenants in colony villages.	Punjab Government notification No. 837-C., dated 1st March 1933.	114
6	Form of notice for the sale of shop sites in colony villages.	Punjab Government letter No. 833-C., dated the 1st March 1933.	114

### (1) Notice of Sale, Conditions of Sale and Agreement to Purchase.

#### NOTICE.

WHEREAS the sanction of the Local Government has been received for the sale by auction or other disposal of the Government waste land described in the particulars hereunto annexed and marked Schedule I, notice hereby is given that plans of the said waste lands are open to inspection free of charge at the office of the Deputy Commissioner at Lahore and at the offices of the Tahsildars of Lahore and Chunian, and will also be supplied at a small charge on application by post, and that the said land will be put up to sale by public auction at the places and times set forth in the second Schedule annexed hereto, and will be sold upon the conditions hereunto annexed and marked Schedule III, unless the sale shall in the meantime have been stopped or postponed by order of superior authority, or in consequence of claims or objections under Act XXIII of 1863, or of any other reason.

Issued this        day of        193        at Lahore by the undersigned.

*Deputy Commissioner, Lahore.*



### Schedule I.

#### PARTICULARS OF THE LOTS TO BE SOLD.

- I.—The land to be sold is Government waste land situate in Tahsils Lahore and Chunian in the district of Lahore.
- II.—It comprises an area of        acres more or less, and is bounded as follows :—

Area in acres.	SITUATED IN			BOUNDED ON THE			
	Rakh.	Tahsil.	Irrigated by	North by	South by	East by	West by

(1) This land will be sold in lots numbered as shown in the plans in the office of the Deputy Commissioner, Lahore, and at the offices of the Tahsildars, Lahore and Chunian, signed by the Deputy Commissioner.

- (2) Different distributaries of the Bari Doab Canal have been extended to the above-mentioned lands, and plans signed by the Executive Engineer are deposited and open to inspection free of charge in the offices of the Deputy Commissioner and of the Tahsildars, Lahore and Chunian, showing the extent to which the said lands are believed to be irrigable from the said distributaries. Government reserves the right to supply water from other distributaries if this is necessary for canal administrative purposes. All the irrigation is by flow.

It is probable that the supply of water in the canal will be sufficient to irrigate one-half of the culturable commanded (or irrigable) area of each lot every year in equal proportions—one-fifth in the kharif and three-tenths in the rabi harvest—but the Government does not hold itself in any way responsible for supplying any water to any of the said lands or for the correctness of the said plan, and no failure or error in these respects shall be a ground for avoiding the sale or claiming compensation.

The trees and under-wood, and all other products whatever of the above lands, will be included in the sale, save and except all mines, minerals, coals, gold-washings, earth-oil and quarries in or under the said land.

## Schedule II.

### PLACES, DATES AND TIMES OF SALES.

The sales will be held at 11 o'clock in the forenoon at the following places and on the following dates, *viz.* :—

For the lands to be sold in	At	On

## Schedule III.

### CONDITIONS TO SALE.

I. The land will be sold subject to all rights of way or water and other easements, if any, subsisting thereon, and further subject to all other conditions or reservations which, under the provisions of Section 2 of Act XXIII of 1863, may be notified by the Deputy Commissioner at the time of sale.

II.—The land will be sold in full proprietary right, but subject to the following conditions:—

- (a) The proprietary right shall be subject to the exception and reservation to Government, its successors and assigns of all mines, minerals, coals, gold-washings, earth-oil and quarries in or under the said land, and full right at all times to enter upon any part of the said land and to do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting and carrying away any mines, minerals, coals, gold-washings, earth-oil or quarries in or under the said land without leaving any vertical or lateral support for the surface thereof, or any building for the time being standing thereon, the Government, its successors and assigns making reasonable compensation to the grantee, his heirs, legal representatives and assigns, and his or their lessees or tenants, for all damage occasioned by the exercise of the rights hereby reserved.
- (b) The land revenue demand for the time being assessed thereon, and all general taxes, local taxes, canal dues or cesses to which revenue-paying lands are liable, shall be duly paid.
- (c) Canal occupiers' rates will be charged in accordance with the rates in force on the Bari Doab Canal, provided that no land revenue, canal dues, or cesses will be charged on the first two harvests after date of purchase.
- (d) Village roads, *i.e.*, roads 20 feet in width, designed to provide communication between village sites, and *zamindari* roads, *i.e.*, roads 15 feet in width, designed to provide communication over and between purchased lots, are delineated on the plan, and such areas are included in the areas of the lots to be sold. But the purchaser has no right of cultivation over any such area, and the Deputy Commissioner may, at his discretion, make any new roads not exceeding 20 feet in width, or alter the direction of any such existing road, and the purchaser shall be entitled to no compensation by reason of such action.
- (e) Water-courses are delineated upon the plan, but the Canal Officer empowered in that behalf may, at his discretion, construct or cause to be constructed any new water-courses or alter the direction of the existing water-course, and the purchaser shall be entitled to no compensation by reason of such action except compensation for damage to standing crops.

(f) Every purchaser shall be bound to construct or pay for the construction of any bridges or bridge over any water-course crossing any district, village or *zamin-dari* road which the Deputy Commissioner may order to be built. It shall be in the discretion of the Deputy Commissioner to order the construction of such bridges approved by him or to have them constructed and to recover the costs from the persons interested. The Deputy Commissioner's decision as to the proportion of the cost of such bridges to be borne by each purchaser shall be final. Every purchaser shall also be bound to pay a share (proportionate to the amount of land held by him) of the cost of constructing a well for drinking purposes in the village in which the land purchased is situated.

(g) Village sites will be fixed at convenient places. For the purposes of residences for himself, his servants and tenants, allotments of building land on these sites will be made to each purchaser in proportion to the area purchased by him. No rent or revenue will be charged on such land. But no shops shall be opened on land thus allotted, and no buildings shall be erected on the lands purchased for agricultural purposes without the sanction of the Deputy Commissioner.

In case of any dispute arising between the purchaser and the Government as to the property and rights hereby reserved, or any matter incidental or in any way relating thereto, or as to any of the above terms and conditions, the said dispute or disputes shall be referred for the arbitration of the Financial Commissioner, whose decision shall be final and binding on both parties. The sale is also subject to the limitation next following.

III. The purchaser shall not, without the sanction in writing of the Deputy Commissioner, alienate any portion of the lot sold before he shall have received the deed of conveyance hereinafter mentioned.

IV. The land with the wood on it will be put up in lots of various sizes as shown on the plan in the offices of the Deputy Commissioner at Lahore and of the Tahsildars at Lahore and Chunian referred to in paragraph II of Schedule I.

The lots vary in size from about 13 to about 96 acres, *i.e.*, from about  $\frac{1}{2}$  to 4 squares of 25 acres each. A reserve price will be fixed by Government, but will not be disclosed unless the highest bid in any case is lower than the reserve price. No bidder shall advance at each bidding less than Rs. 2 for each acre included in the lot for which he is bidding (for the purpose of this clause a part of an acre being deemed to be an acre); and the highest bidder above the reserve price shall be the purchaser. In case of dispute between two equal bidders the lot shall be put up again at the last preceding bidding.

Intending purchasers may make their tenders by written application enclosing 5 per cent. deposit on the amount of their bid to the Deputy Commissioner, Lahore, up to the evening of the 1st February 1905. The highest tender so made for any particular plot shall be deemed to be a bid of the amount tendered, and if no advance be upon it at the auction, it shall be considered the highest bid. Intending purchasers will be shown the lands to be offered for sale at any time by the patwari in whose circle the land is situated.

V. The purchaser shall immediately after the sale pay into the hands of the Deputy Commissioner or whoever acts as auctioneer two rupees for every acre or part of acre purchased by him as representing the cost of survey and demarcation and also of constructing the main and subsidiary water-courses required, which will be aligned and constructed by the officers of the Irrigation Department. The purchaser shall at the same time pay a deposit in part payment of the purchase-money, of not less than 5 per cent. of the purchase-money, and sign an agreement in the form B hereto annexed upon stamped paper to be provided at his expense.

VI. In default of such payments, or either of them, or in the event of refusal to sign such agreement, the lot may be again put up and re-sold. In the event of the foregoing conditions being fulfilled, the purchaser shall receive an attested copy of the said agreement upon stamped paper to be provided at his expense.

VII. Upon the expiration of one month from the date of sale simple interest at the rate of Rs. 6 per cent. per annum shall be charged upon the balance of the purchase-money for the time being remaining unpaid until date of payment.

VIII. Within three months from the date of sale the purchaser shall without demand pay a sum which, together with the amount paid at the date of sale, shall amount to one-half of the whole purchase-money, and shall also pay the interest, if any, due at the date of such payment.

Within six months from the date of sale the purchaser shall without demand pay the remainder of the purchase-money, and shall also pay the interest, if any, due at the date of such payment.

\*The payment within the period specified of such amount and of the interest due, if any, shall be deemed to be of the essence of the contract for sale, provided that on the written application of the purchaser the Deputy Commissioner, Lahore, may at his discretion allow payment to be made in instalments which shall not extend over a period of more than two years from the date of the purchase.\*

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\* For auctions subsequent to 4th February 1909 the following clause was substituted for this by Punjab Government letter No. 108-Rev., dated 4th February 1909 :—

"Provided that on the written application of the purchaser the Deputy Commissioner, Lahore, may at his discretion allow payments to be made in instalments which shall not extend over a period of more than two years from the date of the purchase. It shall be deemed to be of the essence of the contract that such amounts or instalments or interest, if any has accrued, shall be paid within the periods or at the time specified."

IX. When the purchaser has paid a sum equal to 20 per cent. of the purchase-money, he will thereupon be placed in possession of the land sold by an officer appointed in that behalf by the Deputy Commissioner, Lahore, and shall furnish to such officer a written acknowledgment of receipt of possession.

X. If the purchaser shall make default in any payment due from him under these conditions, together with any interest that may have accrued on due date,\* the Deputy Commissioner, Lahore, may rescind the contract, and all sums deposited in part payment of the purchase-money and interest thereon, together with all sums paid for cost of survey, and demarcation of water-courses under section V, shall be forfeited to the Government.

XI. (1) When the whole of the purchase-money and all other sums due and payable by the purchaser under these conditions shall have been paid, and not till then, the Deputy Commissioner, Lahore, shall cause a conveyance to be drawn up in English in the Form B annexed to the Waste Land Lease Rules, with the addition of conditions II (a) to (b) and XI (2) of these conditions or to the same effect, and shall execute the same on behalf of the Government, and shall then call upon the purchaser to execute the same.

(2) The cost of the stamp duty leviable will be borne by Government, and when it shall have been duly executed by the purchaser, the Deputy Commissioner, Lahore, shall cause the deed to be registered at the cost and expense of Government.

(3) If the purchaser shall refuse to execute the said deed when called upon to do so by the Deputy Commissioner, Lahore, or shall fail so to do without any lawful excuse, the Government shall have full power and authority to forthwith rescind the contract and cancel the sale.

XII. When any contract has been rescinded under condition VI, X or XI (3), and the land is re-sold for a price lower than that of the bid of the original purchaser, the original purchaser shall be liable to pay to Government the amount of the difference between his highest bid and the price for which the land has been re-sold.

XIII. If the purchaser shall have been placed in possession of the land under provisions of condition IX of these conditions, and shall thereafter make default in payment of any sums due under these conditions on due date [ and the sale to him of the land be rescinded in accordance with the powers hereby granted to the Deputy Commissioner, Lahore,]† the Government shall have full right to forthwith re-enter and resume possession of the land.

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\*The following words were substituted for the words "If the purchaser . . . . on due date" by the Punjab Government letter No. 108-Rev., dated 4th February 1909 :—

"If the purchaser shall make default in the payment on due date of any sum or instalment or interest due from him under the conditions of the sale."

† The words enclosed in brackets were omitted by Punjab Government letter No. 108-Rev., dated 4th February 1909.

XIV. All payments to be made under these conditions on account of purchaser-money or interest, or any other charges, shall be made at the office of the Deputy Commissioner at Lahore, provided that with the written permission of the Deputy Commissioner, Lahore, payment may be made into any Government treasury.

XV. The land is believed, and shall be taken, to be correctly described as to quantity and otherwise; and if any error, misstatement, or omission on the foregoing particulars shall be discovered, the same shall not annul the sale, nor shall any compensation be allowed by the Government or by the purchaser in respect thereof.

NOTE.—It has been decided to add the following clause to all future conditions of sale by auction of Crown waste lands in the canal colonies in the Punjab, *vide* Senior Secretary to the Financial Commissioners' Demi Official No. 1049-C., dated the 17th March 1933, to the address of the Commissioner, Multan Division :—

Until the full amount of the purchase money with any interest due thereon has been paid and the other conditions set forth in this statement have been fulfilled, the purchaser, who has been placed in possession of the land by order of the Collector, shall be deemed to be a tenant of such land under section 15, Colonization of Government Lands (Punjab), Act, 1912.

### Form B.

#### FORM OF AGREEMENT REFERRED TO IN NO. V. OF THE FOREGOING CONDITIONS.

I, \_\_\_\_\_, the son of \_\_\_\_\_, of \_\_\_\_\_, do hereby acknowledge that on the sale by auction this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ of the property described in the particulars annexed to the notice of sale issued by the Deputy Commissioner, Lahore, under the date \_\_\_\_\_ published at page \_\_\_\_\_ of the *Punjab Government Gazette*, I was the highest bidder for lot No. \_\_\_\_\_ in Rakh \_\_\_\_\_ and was declared the purchaser thereof, subject to the conditions of sale annexed to the said notice ("and to the further conditions and reservations notified by the Deputy Commissioner, Lahore, under the first of the said conditions,") at the price of Rs. \_\_\_\_\_, and that I have paid the sum of Rs. \_\_\_\_\_ by way of deposit and in part payment of the said purchase-money to the Deputy Commissioner, Lahore, and I hereby agree to pay the remainder of the said purchase-money and complete the said purchase according to the aforesaid conditions.

*Signature of purchaser.*

I HEREBY ratify this sale and acknowledge receipt of the said deposit of Rs.

*Deputy Commissioner, Lahore.*

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\*To be inserted when any such conditions have been notified.

## (2) Statement of Conditions of Sale by auction of shop and residential house sites.

### NOTICE.

WHEREAS the sanction of the Local Government has been received for the sale by auction or other disposal of the shop and residential house sites to be formed into a market demarcated on the ground in \_\_\_\_\_ adjoining the Railway Station, \_\_\_\_\_, described in the particulars hereto annexed and marked schedule I, notice is hereby given that the plan of the said market is open to inspection free of charge at the office of the Deputy Commissioner at Lahore and of the Sub-Divisional Officer at Kasur and at the offices of the Tahsildars, Lahore and Chunian, and that the said land will be put up to sale by public auction at \_\_\_\_\_ Railway Station on \_\_\_\_\_ 19 \_\_\_\_\_, at \_\_\_\_\_ A.M., and will be sold upon the conditions hereunto annexed and marked schedule II unless the sale shall in the meantime have been stopped or postponed by order of superior authority or in consequence of claims or objections made under Act XXIII of 1863 or for any other reason.

Issued this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ at Lahore by the undersigned.

*Deputy Commissioner, Lahore.*

### Schedule I.

#### PARTICULARS OF SHOP AND RESIDENTIAL HOUSE SITES TO BE FORMED INTO A MARKET.

I. The Pattoki railway station where this market is proposed to be started is situated on the Lahore-Multan line and forms the trade centre of the Chunian Colony in the Lahore District.

II. A small market is already in existence on the east of the railway line. It is in a flourishing condition, but is overcrowded. The proposed new market will be on the north-west side of the railway line on which side the station is.

III. A metalled road, 11 miles in length, is already in course of construction for the purposes of exporting the produce of the Colony, and the proposed new market is situated on its north-west side.

Government has given administrative sanction for the construction of another metalled road about 9 miles in length to Chunian, thus connecting with the proposed market the flourishing trade of the town of Chunian. Government has also allotted the sum of Rs. 10,000 towards improvement of *katcha* roads which serve to carry produce of surrounding villages to the Pattoki station.

IV. The shop and residential house sites for sale are as below :—

(a) Shop sites .. .. .	272
(b) Residential house sites .. .. .	115



One hundred and seventy-four shop sites and 87 residential house sites will be sold in lots, each comprising two shop sites and one residential house site behind them, while the remaining shop and residential house sites will be sold separately.

V. The residential houses will open on to lanes specially reserved for the purpose so as to ensure privacy.

VI. Government will provide the necessary drainage and street paving of the bazar and will also build two public wells.

*Deputy Commissioner, Lahore.*

### Schedule II.

#### CONDITIONS OF SALE BY AUCTION OF SHOP AND RESIDENTIAL HOUSE SITES.

I. The land will be sold in full proprietary right, but subject to the following conditions:—

(a) The land revenue demand for the time being assessed thereon shall be duly paid.

(b) Until the area in question is declared to be included in a municipality or a notified area under Act XX of 1891, the purchaser, or his heirs, legal representatives and assigns, or his lessee or tenant, will, if called upon to do so, pay such tax on buildings or lands, house, scavenger's tax or water tax as may from time to time be assessed by the Deputy Commissioner, such tax in no case to exceed the limit defined and laid down by Sections 42 to 44 of Act, XX of 1891 (Punjab Municipality Act).

II. The purchaser shall immediately after sale sign an agreement in form A annexed and pay 20 per cent. of the auction price, and shall pay the remainder before the expiration of a month from the date of auction.

III. The payment within the period specified of such amounts shall be deemed to be of the essence of the contract of sale, and possession will not be given till full payment has been made. In default of any such payment, or refusal to sign the agreement referred to, the sale may be cancelled and the lot put up again and resold. Any deficiency caused by resale may be recovered from the movable and immovable property of the purchaser.

IV. Within one month from the receipt of notice to do so, the purchaser or his heir, legal representative or assign, or his lessee or tenant, shall commence to build a shop the frontage of which shall be of a pattern approved by the Deputy Commissioner.

In constructing such building he shall observe the following conditions:—

(a) The plinth of the shop to be at least  $1\frac{1}{2}$  feet above the surface of the drain alongside.

(b) No pits to be dug within the area purchased.

(c) The front of the building (and upper storey, if erected) shall be of *pacca* construction.

V. The building shall be completed within six months of the receipt of the notice referred to.

VI. The front of the shops to be towards the bazar and that of the residential houses towards the lane— all doors of shops must be opened on to the bazar and those of residential houses on to the lane. No doors may be opened at other sides of the building without the sanction in writing of the Deputy Commissioner.

VII. The buildings so constructed shall be maintained in proper repair.

VIII. In the event of the purchaser, his legal representatives, heirs or assigns, or his tenant or lessee, falling short in any of the payments detailed above, or otherwise failing to comply with any of the above conditions, the Deputy Commissioner may rescind the contract and re-enter and resume possession of the land, and all sums deposited in payment of the purchase-money shall be forfeited to Government.

IX. When full payment of the purchase-money has been made the Deputy Commissioner will draw up a conveyance embodying the above conditions and execute the same on behalf of Government and call on the purchaser to execute the same. In the event of the purchaser refusing to do so, or failing to do so without lawful excuse, Government shall have full power and authority to rescind the contract and cancel the sales, and all sums deposited in payment of the purchase-money shall be forfeited to Government.

X. The purchasers will not be allowed to carry on trade on the shop sites sold to them until the shops have been completed.

*Deputy Commissioner,  
Lahore.*

### **Form A.**

#### **FORM OF AGREEMENT REFERRED TO IN NO. II OF THE FOREGOING CONDITIONS.**

I \_\_\_\_\_, the son of \_\_\_\_\_, of \_\_\_\_\_ do hereby acknowledge that on the sale by auction this \_\_\_\_\_ day of \_\_\_\_\_ 1906 of the property described in the particulars annexed to the notice of sale issued by the Deputy Commissioner, Lahore, under date the \_\_\_\_\_, published at page \_\_\_\_\_ of the *Punjab Government Gazette*, I was the highest bidder for lot No. \_\_\_\_\_ in the market, Pattoki, and was declared the purchaser thereof, subject to the conditions of sale annexed to the said notice, at the price of Rs. \_\_\_\_\_, and that I have paid the sum of Rs. \_\_\_\_\_ by way of deposit and in part payment of the said purchase-money to the Deputy Commissioner, Lahore, and I hereby agree to pay the remainder of the said purchase-money and complete the said purchase according to the aforesaid conditions.

*Signature of purchaser.*

### (3) Deed of sale of land for factory sites.

The deed sanctioned for the Chenab Colony and given in supplement No. II, but the assessment of land revenue was Rs. 20 per acre.

### (4) Deed\* of conveyance for Agricultural Land in which proprietary rights have been purchased by the tenants in the Chunian, Lower Chenab and Lower Jhelum Colonies to whom no promise was made in the conditions of allotment that they will be permitted to acquire proprietary rights.

THIS INSTRUMENT OF CONVEYANCE made the \_\_\_\_\_ day of \_\_\_\_\_ in the year one thousand, nine hundred and \_\_\_\_\_ Between the Secretary of State for India in Council (hereinafter called the grantor) of the one part and \_\_\_\_\_, son of \_\_\_\_\_, resident of \_\_\_\_\_ in the \_\_\_\_\_ District of the Punjab (hereinafter called the grantee) of the other part.

WHEREAS the grantor has agreed to grant and convey and \_\_\_\_\_, son of \_\_\_\_\_, resident of \_\_\_\_\_ in the \_\_\_\_\_

District of the Punjab has agreed to take and purchase for and in consideration of the price, in the manner and subject to the terms and conditions hereinafter appearing the lands hereinafter more fully specified and described. NOW THEREFORE THIS INSTRUMENT WITNESSETH that in consideration of the sum of Rs. \_\_\_\_\_ paid by the grantee to the grantor (the receipt whereof the grantor hereby acknowledges), and of the covenant, terms and conditions hereinafter contained and by the grantee to be observed and performed, the grantor doth hereby grant and convey unto the grantee the said lands, containing by admeasurement \_\_\_\_\_ acres more or less and more particularly described in the schedule marked "A" and delineated and coloured red in the map or plan marked "B" hereunto annexed and signed by both parties in token of correctness to have and to hold the said lands unto him the grantee, his heirs and assigns for ever absolutely and in full proprietary right, together with all trees, underwood and agricultural produce of the said lands, but subject nevertheless to the reservations, terms and conditions hereinafter set forth, and the grantor for himself, his successors and assigns, and the grantee for himself, his heirs, representatives and assigns, do hereby respectively covenant and agree to abide by each

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\*Sanctioned, in Financial Commissioner's letter No. 503-5-C., dated 5th February 1931.

and all of the terms, conditions and reservations hereinafter set forth, that is to say—

(1) The grantor does not grant to the grantee and hereby expressly reserves unto himself his rights in all mines, minerals, coal, earth-oils, gold-washings, and quarries in or under the lands hereby granted, and full right power and authority, from time to time and at all times, to enter upon any part of the said land and to do all acts and things that may be necessary or expedient for the purpose of searching for, getting, carrying away, and enjoying any mines, minerals, coal, earth-oils, gold-washings, or quarries in or under the said lands, without leaving any vertical or lateral support for the surface or any building for the time being standing thereon: and it shall be lawful for any engineers, surveyors, agents, workmen or officers authorised in that behalf by the grantor or his assigns at all times to enter upon any part of the said lands and to do all acts and things that may be necessary or expedient for ensuring to the grantor or his assigns full and perfect enjoyment of the rights hereby reserved. Provided always that the grantor and his assigns shall make reasonable compensation to the grantee, his heirs, representatives, assigns, and his or their lessees, or tenants for all damage directly occasioned by the exercise of the rights hereby reserved.

(2) All rivers and streams and all rights of way and water and other easements (if any) subsisting in, on, or over the said lands are hereby expressly reserved unto the grantor and are not granted to the grantee, and the grantee shall not at any time obstruct or in any way interfere with any such rights of way or water or other easement.

(3) The grantee shall regularly and from time to time pay all general taxes and all local taxes, rates and cesses lawfully imposed on or payable in respect of the said lands or of proprietary rights therein, and the land revenue demand now or for the time being lawfully assessed on the said lands and the canal occupiers' rates in force or to be enforced on the —————canal and any arrear of any such tax, rate, cess, land revenue or canal occupiers' rate at any time existing shall, without prejudice to any other power hereby conferred on or right hereby reserved to the grantor, be forthwith recoverable from the grantee as a first charge upon the lands hereby granted according to the law and practice for the time being in force regarding the recovery thereof.

(4) The grantee shall at his own cost erect permanent marks on the lands hereby granted, demarcating correctly the boundaries and limits thereof, and will at all times maintain the same in good repairs, in accordance with directions (if any) from time to time issued in that behalf by the Collector for the time being of —————District or other proper officer. And in the event of any default at any time in regard to the requirements of this condition on the part of the grantee, it shall be lawful for the said Collector or other officer (without prejudice to any other power hereby conferred on or right hereby reserved to the grantor) to cause such boundary marks to be erected or repaired as the case may be, and to recover the cost incurred thereby.

from the grantee as a first charge upon the lands hereby granted, in the manner for the time being provided for the recovery of an arrear of land revenue.

(5) The grantee shall maintain, at his own cost, such establishment for the purposes of police, conservancy, and the like, in respect of the said lands as may be required by the general rules for the time being in force in that behalf: and in the event of any default at any time in regard to the requirements of this condition on the part of the grantee it shall be lawful for the Collector of \_\_\_\_\_ District, or other proper officer (without prejudice to any other power hereby conferred on or right reserved to the grantor) to appoint and maintain such establishment, and to recover the cost thereof from the grantee as a first charge upon the lands hereby granted, in the manner for the time being provided for the recovery of an arrear of land revenue or in the said rules.

(6) The grantor does not grant to the grantee and expressly reserves to himself the area of land covered by the main roads existing or proposed for construction as shown on the map or plan hereunto annexed and marked B, and no property therein is conveyed to the grantee.

(7) Village roads to provide communication between village sites and *zamindari* roads to provide access to each square (22 feet and  $16\frac{1}{2}$  feet in width) respectively are delineated on the map or plan hereunto annexed by way of schedule and marked annexure B, and such areas are included in the areas of the lots to be sold. But the purchaser has no right of cultivation over any such area, and the Collector may, at his discretion, make any new roads not exceeding 22 feet in width or alter the direction of any such existing road, and the purchaser shall be entitled to no compensation by reason of such action.

(8) It is hereby stipulated and agreed that if any purchaser requires a road to be made giving access to his land from a main or village road through the land of another purchaser, the Collector may on requisition signed by the purchaser acquire the land necessary for such road, not exceeding  $16\frac{1}{2}$  feet in width, at the cost of the purchaser requiring the road, and the purchaser of the lot in which the land so to be acquired is situated shall surrender the land on receipt of the cost of the same calculated at the rate per acre at which the lot was purchased.

(9) It is hereby stipulated and agreed that the canal officer empowered in that behalf may, at his discretion, construct or cause to be constructed any new water-course, or alter the direction of any existing water-course, and the purchaser shall be entitled to no compensation by reason of such action except compensation for damage to standing crops. No water-course shall be constructed except with the approval of the Divisional or Sub-Divisional Canal Officer and under the provision of section 16 of the Northern India Canal and

**Drainage Act, VIII of 1873.** In accordance with these provisions the cost as determined by the Divisional Canal Officer of all water-courses already constructed or hereafter constructed shall be recovered from all persons using the same in such manner and at such times as may be fixed by the general or special orders of Government.

(10) It is hereby stipulated and agreed that every purchaser shall be bound to construct or pay for the construction of any bridge or bridges over any water-course crossing any district, village or *zamindari* road which the Collector may order to be built. It shall be in the discretion of the Collector to order the construction of such bridges as may be approved by him, or to have them constructed and to recover the costs from the persons interested. The Collector's decision as to the proportion of the cost of such bridges to be borne by each purchaser shall be final.

(11) In the event of the grantee or any person holding the lands hereby granted or any part thereof from or under him committing any breach of any of the terms or conditions of this grant, or causing or permitting such breach to be committed, it shall be lawful for the grantor forthwith, or at any time thereafter, to cancel and revoke the same and to enter upon and resume possession of the lands hereby granted, and of all buildings, materials and things at the time of such resumption subsisting therein, under, or upon, and that without payment of any amount whatsoever by way of price, compensation, or damage to the grantee or to any other person whomsoever, in respect of any improvements which he or they may have made, or of any buildings, wells, materials, or other things existing in or upon the said lands or any part thereof at the time of such revocation of this grant and resumption thereof.

(12) In the event of any dispute or disputes arising between the grantor and the grantee and their successors, representatives, and assigns or any of them as to the property and rights hereby reserved, or as to any matter incidental or in any way relating thereto, or as to any of the above terms and conditions or as to any compensation payable under this deed of grant, or as to the true intent or purport thereof, or of any part or clause thereof, except as heretofore provided in clause 10 the decision in each case of the Commissioner for the time being of the Division (or of such other officer as may succeed to the duties of the Commissioner) shall be final and binding on both parties.

(13) The grantee shall be bound to be and to remain at all times of loyal behaviour and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the grantee shall be final, and if the Local Government is of opinion that the grantee has committed a breach of this condition it may resume the grant or any portion thereof either temporarily or permanently, and such resumption shall not affect any other penalty to which the grantee may be liable under these conditions or otherwise.

In witness whereof the said parties have hereunto set their respective hands and seals the day and the year first above written.

Signed, sealed and delivered for and on behalf of the Secretary of State for India in Council by _____	} (Sd.)  Collector.
Collector of _____ District acting under the orders of His Excellency the Governor of the Punjab.	

Signed, sealed and delivered by the said _____	} (Sd.)
Wit- nesses. { in the presence of _____ _____ _____	

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NOTE.—This deed is to be executed, stamped and registered at the cost of the vendee.

**(5) Deed of conveyance of land granted for certain purposes in respect of which proprietary rights have been purchased by the tenants in colony villages.**

The general form prescribed in Punjab Government notification No. 837-C, dated the 1st March 1933, and reproduced in section 6 of Chapter I is also applicable in the Chunian Colony.

**(6) Form of notice for the sale of shop sites in colony villages.**

The general form prescribed in Punjab Government letter No. 833-C, dated the 1st March 1933, and reproduced in section 7 of Chapter I is also applicable in the Chunian Colony.

**SECTION 3.—FORMS OF TEMPORARY CULTIVATION LEASES.**

The general forms prescribed for use in all canal colonies in the Punjab except the Nih Bar and the new Extensions of the Lower Chenab Colony and reproduced in section 4 of chapter I are applicable in this colony.



# CHAPTER IV.—Upper Chenab Colony Conditions and Forms.

## SECTION I.—STATEMENT OF CONDITIONS APPLICABLE TO CLASSES OF TENANTS.

The following table shows the various classes of tenants in the Upper Chenab Colony whose tenancies are governed by statements of conditions issued under section 10 (2) of the Colonization of Government Lands (Punjab) Act, 1912. Conditions governing the tenancies of certain persons allowed to purchase proprietary rights by instalments and of "Disappointed Jhelum Grantees," issued under section 15 of the Act, and conditions governing a special tenancy issued under section 10 (2) of the Act, are dealt with in subsequent sections of this chapter :—

Serial No.	Class of tenants.	Authority for statement of conditions.	Page.
1	Peasants allotted land before 29th April 1919.	Punjab Government notification No. 126, dated 12th November 1913, as amended by Punjab Government notification No. 5080, dated 21st February 1919.	116
2	Annual military reward grantees ..	Punjab Government notification No. 22887, dated 13th December 1918.	120
3	Peasants allotted land or additional land after 29th April 1919.	Punjab Government notification No. 11545, dated 29th April 1919, as amended by Punjab Government notification No. 690-D, dated 26th January 1929.	125
4	Mule-breeding tenants ..	Punjab Government notification No. 26443, dated 27th October 1922.	130
5	Tenancies of village sites for certain purposes.	Punjab Government notification No. 837-C., dated the 1st March 1933.	136

The statements of conditions applicable to the three classes of tenants detailed above are reproduced below *in extenso* :—

### (1) Peasants allotted land before 29th April, 1919.

*Notification No. 126, dated the 12th November 1913.*—The following statement of conditions on which Government is willing to grant land to certain persons on the Upper Chenab Canal is published in accordance with section 10 (2) of the Colonization of Government

## Lands (Punjab) Act, 1912 :—

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO  
GRANT LAND TO PERSONS ON THE UPPER CHENAB CANAL.

1. The statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid" and in accordance with section 10 (2) thereof.

Statement  
issued under  
the Coloniz-  
ation of  
Government  
Lands  
(Punjab) Act,  
1912.

2. No person shall be entitled as of right to receive a grant of land under these conditions; that is to say, the Government hereby reserves to itself and retains absolute discretion in the selection of tenants.

Selection of  
tenants.

3. In this statement—

Definitions.

(a) "the lands" shall, so far as each separate tenancy is concerned, be deemed to apply to, and designate the lands included in that tenancy:

(b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment.

(c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid.

4. Every tenancy granted on the conditions set forth in this statement shall, subject to the provisions of clause 17, be for a term of years which will expire on the expiration of five years from the date of the commencement of the tenancy.

Period of  
tenancy.

5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situated in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels, and (2) all rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof, including a width of  $1\frac{1}{2}$  *kadams* on either side of survey base lines and also any lines of road which, though not yet made, have been marked out on the ground.

Exception  
of channels,  
rights to  
minerals, etc.

6. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries and for the full enjoyment of the ground and of the rights hereinbefore reserved to Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Power of  
Government  
entry to  
search for  
minerals, etc.

Resumption  
of land for  
public  
purposes.

7. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the Collector to take possession of and finally to resume for the Government so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs and maintenance of railways, roads, water-courses or any work connected therewith.

Payment of  
cost of sur-  
vey, demar-  
cation, etc.

8. The tenant shall pay at the time or times and in the manner appointed by the Collector the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated.

Demarcation  
of boundar-  
ies.

9. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repairs to the satisfaction of the Collector.

Payment of  
Government  
dues.

10. The tenant shall pay when due land revenue, occupiers' rates, *malikana* and cesses in respect of the said lands at such rates as may from time to time be imposed by competent authority in respect of the said lands or any part thereof to such person and at such times and places as the Collector may from time to time appoint.

Disposal of  
trees and  
brushwood.

11. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

Responsi-  
bility of tenant  
as to crime.

12. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is, and shall be, responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Loyalty and  
rendering  
of aid to  
Government  
by tenant.

\*12-A. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and, if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

Residence.

13. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land,

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\*This clause was added by Punjab Government notification No. 5080, dated 21st February 1919.

and within one year of the same date he shall build a house therein to the satisfaction of the Collector, provided that, when the tenancy is held jointly by two or more persons, the Collector may for sufficient reason excuse any of such joint-holders from personal residence on the estate.

14. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the said lands and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the said lands other than those specified in clause 5 hereof: provided that no water-course shall be made on a plan or in a position disapproved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

15. The tenant shall not use the said lands or any part thereof in manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years of the date of the commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date.

16. The tenant is bound (1) if he is in the service of Government or is a Government pensioner, or (2) if he or any member of his family has previously received from Government any grant of land to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment.

In this clause the expression "member of his family" means any descendant of the paternal grandfather of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record-of-rights as that of a share-holder joint with the tenant in any holding.

17. At or after the determination of this tenancy at the end of five years from the date of its commencement, the tenant having duly paid all sums due to Government under these provisions, and having duly observed all the stipulations herein contained and to be by him observed, shall be entitled to a re-grant of the said lands on such conditions as the Local Government may then determine: provided that such conditions shall include an option to purchase the said lands at the rate of Rs. 60 per acre, payable by such number of half-yearly equal instalments, not exceeding twenty, as the tenant may elect.

18. In the event of any dispute arising between Government and the tenant, during the currency of the tenancy, as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Commissioner, whose decision shall be final and conclusive between Government and the tenant.

## (2) Annual Military reward grantees.

*Notification No. 22887, dated the 18th December, 1918.*—The following statement of conditions on which Government is willing to grant land to persons selected by the Army Department of the Government of India for military reward grants on the Lower Bari Doab, Upper Chenab and Upper Jhelum Canals is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act V of 1912 :—

### STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE LOWER BARI DOAB, UPPER CHENAB AND UPPER JHELMUM CANALS.

Statement issued under the Colonization of Government Lands (Punjab) Act 1912.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid" and in accordance with section 10 (2) thereof.

Definitions.

2. In this statement of conditions—

- (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to, and designate the lands included in that tenancy;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid;
- (d) "Improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

No remissions on re-allotted land.

3. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 13 of these conditions.

Exception of channels, rights to minerals, etc.

4. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

Power of Government entry to search for minerals, etc.

5. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any parts of the lands and do all acts and things that may be necessary or expedient

for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

6. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 4 and clause 5 other than existing rights of way and water and other easements. Compensation for damage by entry.

7. The Local Government does not grant to the tenant but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector. Reservation of roads.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of and finally to resume for Government so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith. Resumption of land for public purposes.

9. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 7 and 8, but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant. No compensation for reservations in clauses 7 and 8.

10. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively. Payment of cost of survey, demarcation, etc.

11. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector. Demarcation of boundaries.

Responsibility of tenant as to crime.

12. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is, and shall be, responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Loyalty and rendering of aid to Government by tenant.

12-A. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

Payment of Government dues.

13. The tenant shall pay when due in respect of the said lands or any part thereof (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ; (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Provided that the Local Government shall remit the whole of the demand on account of occupiers' rates, land revenue, *malikana* and cesses in respect of the first harvest gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab and Upper Jhelum Canals and shall remit the whole demand on account of occupiers' rates in respect of the first two harvests, and in the case of colonists from districts other than Montgomery, Multan, Lyallpur, Gujranwala and Lahore for the first four harvests, gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal : and shall remit the whole demand on account of occupiers' rates, land revenue, *malikana* and cesses in respect of the first harvest gathered from the lands of the tenancy when cultivated by means of irrigation from the Upper Chenab Canal :

Provided also that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the aforesaid canals, and that his decision shall be final.

Liability of tenant to sink well for drinking purposes.

14. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable.

until the expiry of three years from the date on which two-thirds of the allotable area of the estate have been put into possession of the tenants.

15. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him. Disposal of trees and brushwood.

16. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 4 hereof: provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department. Improve-ments.

17. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of the commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Cultivation.

18. The tenant shall not, without the permission of the Collector, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan district, if the tenancy is on the Lower Bari Doab Canal, or in the Gujrat or Shahpur district, if the tenancy is on the Upper Jhelum Canal. Prohibition of local tenants.

19. If the tenant has previously received from Government any grant of land he is bound to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment. Disclosure by tenant of status as Government servant or previous grant of land.

20. (1) Upon the expiry of ten years from the date of the commencement of the tenancy or at any time thereafter, during the continuance of the tenancy, the tenant shall, if during the continuance of the tenancy he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to receive free of cost from Government the proprietary right in the said lands, and, in the event of any such grant being duly carried into effect and completed, the grantee and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf: Conditions as to grant of proprietary right to annual military reward grantees.



Provided that the Collector may refuse to allow the acquisition of proprietary rights to the tenant if any of the following faults or defects are found to exist in the said lands or any site purchased under clause 20 (3) :—

- (a) Gross or repeated encroachments on the *charagah*, unallotted village site or public roads or thoroughfares.
- (b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses, the heaping of manure within compounds instead of outside.

But proprietary right may in such cases be acquired, if otherwise allowable, when the defect for which it has been withheld has been remedied :

Provided also that the Collector may withhold proprietary rights from the tenant if the state of crime in which the said lands are situated is such as, in his opinion, to disentitle the tenant to the concession :

Provided also that proprietary rights may be withheld from the tenant if a breach of the canal or distributary has occurred in the estate in which the said lands are situated within five years of the date of the application for the grant of proprietary rights if there is reason to believe that such breach was wilfully caused by the tenant or any of the sub-tenants of the said lands.

(2) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have received the proprietary right in any lands from the Government, and shall have complied with all the terms and conditions hereinbefore provided in that behalf, Government shall execute, or cause to be executed, valid conveyance granting, conveying and assuring the proprietary right so received to the grantee, and the grantee shall thereupon, in respect of the land so received, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 4, 5, 6, 7, 11, 13 (1) and 21 of this statement by which, and by the provisions of Punjab Act V of 1912 applicable to proprietors of land, he shall continue to be bound.

(3) A tenant who has acquired proprietary right in his tenancy may also purchase proprietary right in the land, if any, allotted to him in the village site on payment at the average rate paid or payable for residential sites by other Government tenants in the village.

#### Disputes.

21. In the event of any dispute arising between Government and the tenant, during the currency of the tenancy, as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall except as provided in clause 13 be referred for the arbitration of the Commissioner, whose decision shall be final and conclusive between Government and the tenant.

### (3) Peasants allotted land or additional land after 29th April, 1919.

*Notification No. 11545, dated the 29th April, 1919.*—The following statement of conditions on which Government is willing to grant land to certain persons on the Upper Chenab Canal is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, 1912 :—

#### STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND TO PERSONS ON THE UPPER CHENAB CANAL.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as “the Act aforesaid” and in accordance with section 10 (2) thereof.

Statement issued under the Colonization of Government Lands (Punjab) Act, 1912.

2. No person shall be entitled as of right to receive a grant of land under these conditions ; that is to say, the Government reserves to itself and retains absolute discretion in the selection of tenants.

3. In this statement—

- (a) “the lands” and “the said lands” shall, so far as each separate tenancy is concerned, be deemed to apply to, and designate the lands included in that tenancy ;
- (b) “the date of the commencement of the tenancy” shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment. The date of commencement of any subsequent addition to the tenancy shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming such addition : Provided that, in the case of tenancies created under notification No. 126, dated 12th November, 1913, no addition will be made without the consent of the tenant and without his agreeing to be bound by these conditions, in respect not only of his additional tenancy but, in so far as these conditions are applicable, in respect also of his original tenancy ;
- (c) “Collector” and “Commissioner” shall have the meanings assigned to them in section 3 of the Act aforesaid.
- (d) “Improvements” shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act.

4. Every tenancy granted on the conditions set forth in this statement shall, subject to the provisions of clause 18 be for a term of five years from the date of the commencement of the tenancy.

Exception  
of channels,  
rights to  
minerals, etc.

5. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all rights of way and water and other easements heretofore enjoyed by Government in respect of the said lands or any part thereof.

Power of  
Government  
entry to  
search for  
minerals, etc.

6. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any parts of the lands and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil and quarries, in or under the said lands or parts thereof, together with all easements heretofore enjoyed by Government in respect of the said lands or any part thereof.

Compensa-  
tion for  
damage by  
entry.

7. The Local Government agrees to pay to the tenants reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 5 and clause 6 other than existing rights of way and water and other easements.

Resumption  
of land for  
public  
purposes.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the Collector to take possession of and finally to resume for Government so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs and maintenance of railways, roads, water-courses or any work connected therewith.

Payment of  
cost of sur-  
vey, demar-  
cation, etc.

9. The tenant shall pay the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and of the roads and culverts necessary for the general convenience of the residents of such estate, and also the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

Demarcation  
of boundar-  
ies.

10. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Payment of  
Government  
dues.

11. The tenant shall pay when due in respect of the said lands or any part thereof (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any

law for the time being in force ; (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint.

Provided that the Local Government shall remit the whole of the demand on account of occupiers' rates, land revenue, *malikana* and cesses in respect of the first two harvests gathered from the lands of the additional tenancy and of the first harvest gathered from the lands of the original tenancy when cultivated by means of irrigation from the Upper Chenab Canal :

Provided also that the Collector shall decide which is the first harvest within the meaning of this condition gathered from the lands of any tenancy cultivated by means of irrigation from the Upper Chenab Canal, and that his decision shall be final.

12. The Local Government does not grant to the tenant but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector. Reservation of roads.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *karams* along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to reserve a width of 3 *kudams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

13. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him. Disposal of trees and brushwood.

14. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is, and shall be, responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab. Responsibility of tenant as to crime.

15. If the tenant is ordered, under section 118 of the Code of Criminal Procedure, to execute a bond to be of good behaviour, [or is restricted to any area by an order under section 7, 8 or 12 of the Punjab Habitual Offenders Act (Punjab Act V of 1918)], or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy, and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid. Responsibility of tenant as to his conduct, etc.

16\*. Any tenant who is guilty of disloyalty to the King-Emperor or to the Government established by law in British India shall Disloyalty to King-Emperor or to Indian Government.

[ ] Added by Punjab Government notification No. 690-D, dated 26th January 1929. This addition applies only to grants made after the date of this notification.

\*This clause is the old form of loyalty clause, and seems to have been included in addition to the new form, which follows, by mistake.

be deemed to commit a breach of these conditions. The decision of the Local Government, whether the tenant's conduct constitutes disloyalty, shall be final.

Loyalty and rendering of aid to Government by tenant.

17. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

Residence.

18. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land, and within one year of the same date he shall build a house therein to the satisfaction of the Collector on a site allotted by the Collector or (with the permission of the Collector) on his own land provided that, when the tenancy is held jointly by two or more persons, the Collector may for sufficient reason excuse any of such joint-holders from personal residence on the estate.

When exchange of tenancy may be compelled.

19. In the case of a tenant who has not paid any portion of the purchase price of his tenancy under clause 24 of these conditions, the Collector may, with or without the consent of the tenant, upon offering to the tenant, in exchange, an area in any colony of a value as nearly as may be equal to that of the lands of the tenancy, resume the said lands. Any land so received in exchange by the tenant shall be deemed to be held on the same conditions and subject to the same obligations as the resumed lands. Government shall pay to the tenant compensation for improvements effected by him in the resumed lands.

Improvements.

20. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the said lands and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the said lands other than those specified in clause 5 hereof: provided that no water-course shall be made on a plan or in a position disapproved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

Cultivation.

21. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years of the date of the commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date.

22. The tenant is bound (1) if he is in the service of Government or is a Government pensioner, or (2) if he or any member of his family has previously received from Government any grant of land to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment.

**Disclosure by tenant of status as Government servant or previous grant of land**

In this clause the expression "member of his family" means any descendant of the paternal grandfather of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record-of-rights as that of a share-holder joint with the tenant in any holding.

23. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allotable area of the estate have been put into possession of the tenants.

**Liability of tenant to sink well for drinking purposes.**

24. Subject to the conditions of clause 25 of these conditions, on the expiry of five years from the date of the commencement of his tenancy, the tenant, if he shall have duly paid all sums due to Government under these provisions, and shall have duly observed all the stipulations herein contained and to be by him observed, shall be entitled to purchase the said lands at the rate of Rs. 60 per acre. The full purchase-money shall be paid within thirty years from the expiration of the period of five years above specified, and shall be paid only when an instalment of land revenue is paid, in sums of not less than Rs. 50 when paid with a *kharif* instalment of land revenue or of Rs. 25 when paid with a *rabi* instalment of land revenue, and consisting of multiples of Rs. 25 if they exceed the said minima :

**Conditions of purchase of proprietary right.**

Provided that the aforesaid price of Rs. 60 per acre shall be reduced by Rs. 10 per acre up to a total reduction on the whole tenancy of Rs. 250 at most in respect to any tenant's tenancy in which an irrigation well properly equipped shall be found to be in actual working order on the expiry of the period of five years as aforesaid :

Provided also that, in the case of land irrigated perennially from the canal, of which the allotment was made to the tenant after June 15th, 1917, the rate at which the tenant shall be entitled to purchase shall be Rs. 100 per acre.

25. If the tenant does not exercise his option of purchase he, if he shall have duly paid all sums due to Government under these provisions, and shall have duly observed all the stipulations herein contained and to be by him observed, shall be entitled to a re-grant of the said lands on such conditions as the Local Government may then determine.

**Re-grant of tenancy if option to purchase not exercised.**

Refusal to  
allow acquisition  
of proprietary  
rights for  
certain faults.

26. (a) The Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—

- (i) Gross or repeated encroachments on the *charagah*, unallotted village site or public roads or thoroughfares.
- (ii) Grossly insanitary conditions, *e.g.*, borrow-pits within the compounds of houses, the heaping of manure within compounds instead of outside the village, the making of village tanks in places other than those indicated by competent authority.
- (iii) Persistent neglect of arboriculture in the village site.

But proprietary rights may in such cases be acquired, if otherwise allowable, when the defect for which it has been withheld has been remedied.

(b) The Collector may withhold proprietary rights from the tenants of any estate in which the state of crime is such as, in his opinion, to disentitle the tenants to the concession.

Execution of  
conveyance  
granting pro-  
prietary  
rights to pur-  
chasers.

27. When any tenant shall, under the provisions and in pursuance of the preceding clauses of this statement of conditions, have purchased the proprietary right in any lands from Government, and shall have duly paid the whole of the purchase-money therefor to Government, and shall have complied with all the terms and conditions hereinbefore provided in that behalf, Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchase shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 5, 6, 7, 10, 12 and 28 of this statement, by which and by the provisions of Punjab Act V of 1912 applicable to proprietors of land he shall continue to be bound.

A tenant who has acquired proprietary rights in his tenancy will also receive proprietary rights in the land allotted to him in the village site on payment at the same rates as for the tenancy.

Disputes.

28. In the event of any dispute arising between Government and the tenant, during the currency of the tenancy, as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Commissioner, whose decision shall be final and conclusive between Government and the tenant.

#### (4) Mule-breeding tenants.

Notification No. 26443, dated the 27th October 1922.—The following statement of conditions on which Government is willing

to grant land to certain selected persons on the Upper Chenab Canal for purposes of mule-breeding is published in accordance with clause (2) of section 10 of the Colonization of Government Lands (Punjab) Act, V of 1912. No applications will be entertained in respect of this notification :—

#### STATEMENT OF CONDITIONS.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as “ the Act aforesaid ” and in accordance with section 10 (2) thereof.

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

3. In this statement of conditions—

- (a) “ the lands ” and the “ said lands ” shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;
- (b) “ the date of the commencement of the tenancy ” shall mean the date of the written order referred to in sections 10 (3) and (4) of the Act aforesaid confirming the allotment ;
- (c) “ Collector ” and “ Commissioner ” shall have the meaning assigned to them in section 3 of the Act aforesaid ;
- (d) “ improvements ” shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887 ;
- (e) “ Superintendent ” shall mean the officer appointed to superintend mule-breeding operations.

4. The tenancy granted under these conditions to a person who is not a village headman shall be for a period of 10 years, and at the expiration of that period it shall determine. The tenant may apply to the Collector for the renewal of the tenancy, and if the Collector is of opinion that the tenant has satisfactorily fulfilled these conditions during his tenancy, he shall renew the tenancy for a period of 10 years. Any tenant whose application for a renewal of the tenancy is refused by the Collector may appeal to the Commissioner.

A tenancy granted to a village headman shall continue until determined under clause 24 of this statement.

5. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not be entitled to any renewal or extension of the periods within which the land was to be brought under cultivation by the original tenant under clause 21.



6. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilised for the distributary channels of the canal; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

7. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oils, quarries and easements in or under the said lands and all parts thereof.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements.

9. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves, all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, watercourses or any works connected therewith.

11. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 9 and 10, but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

12. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary

for the general convenience of the residents of such estate, and also with the costs of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such time as may be fixed by Government or by the Collector, respectively.

13. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof and shall keep them when erected in good repair to the satisfaction of the Collector.

14. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

15. If the tenant is ordered, under section 118 of the Code of Criminal Procedure, to execute a bond to be of good behaviour or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy, and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

16. The tenant shall pay, when due, in respect of the said lands or any part thereof—

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rates or rate as may from time to time be fixed by the Punjab Government ; and

all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint.

17. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land.

18. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allottable area of the estate have been put into possession of the tenants.

19. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

20. Subject to the due fulfilment, by him of the conditions and liabilities set forth in this statement, the tenant shall be entitled to all the products of land other than those specified in clause 6 thereof.

Without the permission in writing of the Collector he may not make improvements on his tenancy.

Every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Irrigation Department.

\*21. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of the commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

22. If the tenant being a village headman fails to perform the duties of that office to the satisfaction of the Collector, the Collector may, if he thinks so fit, in lieu of dismissal treat such failure as a breach of these conditions punishable under section 24 (a) of the Act.

28. (1) The tenant shall, within one year from the date of the commencement of the tenancy, produce a mare which is fit for breeding mules for the army and which has been approved by an officer of Government appointed for the purpose and branded by him. The tenant shall regularly breed from the mare utilising only the services of a donkey stallion selected by the Superintendent.

(2) The tenant shall not sell or otherwise transfer the mare or any interest therein without the permission in writing of the Superintendent.

(3) The tenant shall not, without the permission in writing of the Superintendent, sell or otherwise transfer the progeny of the mare or any interest therein except to Government until it has attained the age of 18 months.

(4) The tenant shall be bound to sell the progeny at any time before it has attained the age of 18 months to Government at such price as may be determined by the Superintendent within limits to be fixed by the Director-General, Army Remount Department, with the concurrence of the Financial Commissioner. If the progeny has attained the age of 18 months and has not been purchased by Government the tenant may dispose of it as he thinks fit.

(5) The tenant shall maintain and manage the mare and its progeny in such manner and at such place as shall be deemed satisfactory by the Superintendent, and shall at any time when required to do so produce the mare and its progeny for the inspection of any officer of Government appointed to inspect brood mares and young stock in the colony at such places as he may appoint.

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\*NOTE.—This clause may be amended in the case of subsequent tenants,—vide clause 5.

(6) If any mare maintained by the tenant under the provisions and stipulations herein contained shall die or otherwise cease to be in his possession, or be found or become incapable of bearing foals fit for the use of the Army, the tenant shall, within three months from the date of the happening of any such contingency, produce another mare fit for breeding mules for the army to be approved, branded, maintained, utilised for breeding, managed, produced, and in case of need replaced as herein provided in respect of the mare furnished on allotment; and the same rules shall apply throughout the duration of his tenancy to all mares maintained hereunder and their progeny.

(7) The tenant shall, if so required, subscribe to an insurance fund for the replacement of mares at such rates and at such times as may be fixed by the Director-General, Army Remount Department, with the concurrence of the Financial Commissioner.

(8) The tenant shall, if so required by the Superintendent, permit the progeny to be hoof-branded.

24. Any tenancy granted on the conditions set forth in this statement shall determine—

- (a) on the expiry of the lease under clause 4;
- (b) on the decease of the tenant;
- (c) on the tenant's ceasing to hold, either as proprietor or as a tenant of Government otherwise than under these conditions, land in the estate in which this tenancy is situated;
- (d) on resumption of the lease ordered under section 2 of the Colonization of Government Lands (Punjab) Act, 1912, for a breach of the conditions herein set forth;
- (e) on relinquishment of the tenancy by the tenant giving in writing to the Collector on or before the 15th day of January in any year notice of his intention to relinquish the tenancy at the end of the agricultural year then current;
- (f) if the tenant is a village headman, on his dismissal from or resignation of that office.

25. When any tenancy so determines and the land held in accordance therewith is leased to another person it shall be at the option of the outgoing tenant or his heirs, successors or assigns to require the incoming tenant to accept at the value that shall be placed thereon by the Collector the buildings and other improvements on the land, whether effected by the outgoing tenant or his predecessor, together with any agricultural cattle which in the opinion of the Collector are maintained and required for the cultivation of the tenancy and are not required solely for the cultivation of other land in the possession of the outgoing tenant, and also to accept at the value that shall be placed thereon by the Collector acting with the advice of an officer of the Army Remount Department, appointed for that purpose, the branded mare which was maintained as a condition of the tenancy with any progeny, below the age of 18 months.

26. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall, except as provided in clause 25, be referred for the arbitration of the Commissioner of the Division, whose decision shall be final and conclusive between the Government and the tenant.

**(5) Statement of conditions on which Government is willing to grant tenancies of village sites for certain purposes.**

The statement of conditions published in Punjab Government notification No. 837-C, dated the 1st March 1933, and reproduced in section 5 of Chapter I is also applicable in the Upper Jhelum Colony.

**SECTION 2.—FORMS OF AGREEMENT OF SALE, CONDITIONS  
OF INTERMEDIATE TENANCY AND DEED OF SALE  
SANCTIONED IN CERTAIN CASES.**

**(1) Conditions of Intermediate Tenancy.**

(a) In the Upper Chenab Colony some lands were allotted to persons who were permitted to purchase proprietary rights at Rs. 50 per acre payable by instalments. These persons were made to execute an agreement to purchase proprietary rights in the form reproduced below, and a statement of conditions regulating their tenancies under section 15 of the Act pending the payment of the full amount of the purchase-money was issued with Punjab Government notification No. 126, dated 12th November 1913. A form of deed of sale which is given below was also sanctioned for use when the purchases were completed. The statement of conditions is not reproduced as it is identical with the statement regulating tenancies of class (1) dealt with in the last section of this chapter with the following slight modifications :—

(a) Clause 2 of the conditions applicable to tenancies of class (1) is omitted and clause 3 becomes clause 2.

(b) For clause 4 the following is substituted :—

“ 3. Every tenancy granted on the conditions set forth in this statement may be terminated by the Collector on the default of the tenant in the payment of any instalment of purchase-money by the date fixed for such payment or on the breach of any other of the conditions of sale issued by the Collector under section 15 of the Act aforesaid.”

(c) Clauses 5 and 6 are renumbered 4 and 5.

(d) Clause 7 is renumbered 6, and the following proviso is added :  
“ Provided that the rateable value of the lands so resumed shall be deducted from the balance of the purchase money still remaining due from the tenant.”

(e) Clauses 8 to 15 are renumbered 7 to 14, and in old clause 14, renumbered 13, for “ clause 5 ” is substituted “ clause 4. ”

(f) Clauses 12-A, 16 and 17 are omitted, and clause 18 is renumbered 15.

(b) A class of colonists known as the Disappointed Jhelum Grantees were treated on similar lines. The form of agreement to purchase prescribed for them was the same as that sanctioned for the class of persons described in the preceding paragraph, except that the actual price payable by them was not entered, as the rate was to be sanctioned in each individual case. The form of the deed of sale was also practically identical, as will be seen from the form printed below, while the conditions of intermediate tenancy were the same as those governing

tenancies of class (2) described in the previous section with the following modifications :—

- (a) In place of clause 3 of the conditions of annual military reward grantees is the clause 3 prescribed for the intermediate tenancies of persons allowed to purchase at Rs. 50 per acre.
- (b) Clause 8 has the additional proviso prescribed in clause 6 of the conditions applicable to those persons.
- (c) Clause (2) 9 is omitted, and clauses (2) 10, 11, 12 and 13 are numbered 9, 10, 13 and 11, respectively.
- (d) Clause (2) 14 is omitted.
- (e) Clauses (2), 15, 16 and 17 are numbered 12, 15 and 16, respectively.
- (f) Clauses (2) 12-A., 19 and 20 are not included.
- (g) A residence clause 14, is included in the following form : The tenant shall, within one year of the date on which the Collector directs that he be put in possession of a specified area of land, build a house to the satisfaction of the Collector on a site allotted by the Collector or (with the permission of the Collector) on his own land.
- (h) The clause 17, with regard to the settlement of disputes, is in the same form as clause 18 of the conditions applicable to tenancies of class (1) described in the preceding section of this chapter.

## (2) Agreement of Sale.

AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 193\_\_\_\_  
 BETWEEN the Secretary of State for India in Council (hereinafter called  
 the vendor) of the one part AND \_\_\_\_\_ son  
 of \_\_\_\_\_, caste \_\_\_\_\_, resident of \_\_\_\_\_  
 \_\_\_\_\_, in the district of \_\_\_\_\_ (hereinafter called  
 the purchaser) of the other part.

WHEREBY IT IS AGREED as follows :—

1.\* The vendor will sell and the purchaser will buy the full proprietary rights in all that plot or parcel of land situate at \_\_\_\_\_ in the district of \_\_\_\_\_ in the Punjab, India, the particulars whereof are comprised in the First Schedule hereto and which is delineated on the plan—map hereto annexed and thereon coloured—being by admeasurement 25 acres or thereabouts.

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\* In the form of agreement of sale sanctioned for Disappointed Jhelum Grantees details as to the area sold and the price to be paid are omitted, spaces being left to be filled in as required in each individual case.

2.\* The price shall be Rs. 1,250, of which Rs. 50 shall be paid at the time of the execution of this agreement and the balance being the sum of Rs. 1,200 shall be paid by the purchaser to the vendor by half-yearly instalments of Rs. 40 each to be paid with the half-yearly land revenue demand payable for the said land.

3.\* The purchaser shall so long as the said sum of Rs. 1,200 or any part thereof shall remain unpaid hold the land as a tenant within the meaning of section 15 of Act V of 1912 and upon the conditions contained in the statement of conditions issued under section 10 (2) of the said Act and set out in the Second Schedule hereto.

4.\* In default of the payment by the purchaser to the vendor of any single one of the aforesaid instalments on the due dates or on the breach by the purchaser of any of the said conditions contained in the Second Schedule hereto appended the vendor shall be entitled forthwith to determine this agreement without being liable to pay to the purchaser any compensation whatsoever for such determination; PROVIDED however that the vendor shall return to the purchaser such portion of the said sum of Rs. 1,250 as the purchaser shall have paid under this agreement at the date of such determination.

5.\* In the event of the said instalments being duly paid as hereinbefore agreed and the said conditions hereinbefore referred to having been duly complied with immediately on the payment of the last instalment of the said sum of Rs. 1,250 the purchaser shall be entitled to receive from the vendor a deed of conveyance of the said land conveying to him the said land in full proprietary right subject nevertheless to the reservations detailed in the aforesaid conditions.

6. For the purposes of this agreement and of each and all of the terms, conditions and clauses hereof the term vendor means the Secretary of State for India in Council, and, unless a different intention appears from the subject or context, includes his successors and assigns, and the proper officers and agents thereof; the term purchaser means son of \_\_\_\_\_, resident of \_\_\_\_\_

\_\_\_\_\_ district of the Punjab, and unless a different intention appears from the subject or context, includes his lawful heirs, representatives and assigns and persons deriving any title from or under him or them.

IN WITNESS WHEREOF, etc., etc.

### (3) Deed of Sale.

THIS INDENTURE made the \_\_\_\_\_ day of—  
198 BETWEEN the Secretary of State for India in Council (hereinafter called the vendor) of the one part AND \_\_\_\_\_,  
son of \_\_\_\_\_, caste \_\_\_\_\_, resident  
of \_\_\_\_\_ (hereinafter called the purchaser) of the other part.

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\* In the form of agreement of sale sanctioned for Disappointed Jhelum Grantees details as to the area sold and the price to be paid are omitted, spaces being left to be filled in as required in each individual case.



WHEREAS by an agreement of sale bearing date the \_\_\_\_\_ day of \_\_\_\_\_ 193 \_\_\_\_\_ made between the parties hereto the vendor agreed to sell and the purchaser to buy the lands therein referred to and hereby intended to be assured for a sum of Rs. \_\_\_\_\_\* payable as therein agreed.

AND WHEREAS the said purchaser has in accordance with the said agreement paid to the vendor the said sum of Rs. \_\_\_\_\_\* and otherwise complied with all the conditions therein contained :

NOW THEREFORE THIS INDENTURE WITNESSETH that in pursuance of the said recited agreement and in consideration of the sum of Rs. \_\_\_\_\_\* paid by the purchaser to the vendor (the receipt whereof the vendor doth hereby acknowledge) the vendor doth hereby grant unto the said purchaser ALL that plot or parcel of land situate in \_\_\_\_\_ the particulars whereof are comprised in the First Schedule hereto and which is delineated on the plan hereto annexed and thereon coloured \_\_\_\_\_\* being by admeasurement \_\_\_\_\_\* acres or thereabouts TO HOLD the said land unto and to the use of the said purchaser, his heirs, legal representatives and assigns in full proprietary right for ever subject nevertheless to the following conditions and reservations, that is to say :—

1. The vendor does not grant to the purchaser but hereby absolutely excepts and reserves to himself out of and in respect of the said lands all grounds situate in the said lands or any part thereof marked out, excavated or otherwise utilized for distributary channels as well as all existing rights to and over all mines, minerals, coals, gold-washings, earth-oils and quarries whatsoever in or under the said lands or any part thereof together with all easements heretofore enjoyed by the vendor in respect of the said lands or any part thereof and also the right of the public to use existing thoroughfares traversing the said lands or any part thereof including a width of 3 *kadam*s† on one side of the survey base lines also of any lines of road which though not made have been marked out on the ground.

2. The purchaser for himself and his legal representatives and assigns hereby covenants with the vendor (1) that he will at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oils and quarries and for the full enjoyment of the ground and of the rights hereinbefore reserved to Government to and over all mines and minerals, coals, gold-washings, earth-oils, quarries and easements in or under the said lands and all parts thereof, and (2) that he will pay when due land revenue, occupier's rate and cesses in respect of the said lands at such rates as may from time to

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\* In the form of deed of sale sanctioned for persons allowed to purchase at Rs. 50 per acre the purchase of Rs. 1,250 and the area of 25 acres are filled in.

† In the form of deed of sale sanctioned for persons allowed to purchase at Rs. 50 per acre the width of road reserved  $1\frac{1}{2}$  paces on either side of the survey base lines.

time be imposed by competent authority in respect of the said lands or any part thereof to such person and at such times and places as the Collector may from time to time appoint.

\*3. In the event of any dispute arising between the vendor and the purchaser as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the sale, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Commissioner, whose decision shall be final and conclusive between the vendor and the purchaser.

IN WITNESS WHEREOF, etc., etc.

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\* This clause was not included in the form of deed of sale sanctioned for persons allowed to purchase at Rs. 50 per acre.

SECTION 3.—SPECIAL TENANCY OF SARDAR  
GAJJINDAR SINGH.\*

(*Punjab Government letters Nos. 1826-C., dated 26th April, 1932, and 4102-C., dated 31st October 1932.*)

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter called the Act and in accordance with section 10 (2) thereof.

2. The land to be granted in accordance with this statement of conditions is the land described in the schedule marked A attached hereto and delineated and coloured yellow in the map or plan kept in the office of the Collector of Sheikhpura.

3. The said land is intended to be granted to Sardar Gajjindar Singh, son of Sardar Bhagat Singh, and to his heirs and representatives, and he shall be bound by these conditions and is hereinafter called the tenant.

4. The said land is to be granted to the tenant for the purpose of conducting experiments in tube-well irrigation.

5. In this statement of conditions—

(a) “the lands” and the “said lands” shall be deemed to apply to and to designate the lands included in the tenancy ;

(b) “the date of the commencement of the tenancy” shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;

(c) “Collector” and “Commissioner” shall have the meanings assigned to them in section 8 of the Act aforesaid.

(d) “Improvement” shall be deemed to have the same meaning as it has under section 4 (19) of the Punjab Tenancy Act of 1887.

6. Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands—

(1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal ;

(2) all rights to and over all mines and minerals, coals, gold-washings, earth-oils and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by Government in respect of the said lands or any part thereof ;

(3) all roads and rights of way situated in or upon the said lands or any part thereof and delineated in the map or the plan of the said lands kept in the office of the Collector.

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\*The more important lease only is included in this section ; smaller and less important leases are excluded.

7. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the said lands and to do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, and gold-washings, earth-oils and quarries, and for the full enjoyment of the ground and of each and of all the rights hereinbefore reserved to Government in or under the said lands and all parts thereof.

8. Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements.

9. The tenant shall at all times on receipt of a requisition in writing signed by the Collector permit the said Collector to take possession of and finally to resume for Government so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, canals, water-courses or any works connected therewith.

10. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 6 (3) and 9, but in respect of any area so reserved no land revenue, *malikana* or cesses shall be payable by the tenant.

11. The tenant shall be chargeable with the whole of the costs of the survey and demarcation of the said lands and of the culverts necessary for the passing of water under the roads traversing the estate, and also with the cost of keeping such roads and culverts in proper repair. The amount of such charges as determined by Government, or in case of repairs of roads and culverts by the Collector, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

12. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them, when erected, in good repairs to the satisfaction of the Collector.

13. The tenant or his manager or agent shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and are, and shall be, responsible in the same manner as headmen, watchmen or other inhabitants of villages are responsible under any track law or rules for the time being in force in the Punjab.

13-A. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government, whether this condition has been violated by the

tenant, shall be final and if the Local Government is of opinion that the tenant has committed a breach of this condition it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenants may be liable under these conditions or otherwise.

14. The tenant shall pay when due in respect of the said lands or any part thereof—

- (1) all land revenue assessments, cesses or other charges imposed by competent authority under any law for the time being in force :
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government : provided that the rate of *malikana* shall not exceed 8 annas in the rupee of land revenue.

All payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time direct.

15. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

16. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the said lands, and, subject to the due fulfilment by them of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in clause 6 hereof.

17. The tenant shall not irrigate the said lands from the Upper Chenab Canal.

18. The tenant shall cultivate not less than  $\frac{5}{8}$ th of the grant in each year, the necessary irrigation being supplied by one or more tube wells.

19. If tenant fails or neglects to perform or observe the above condition 18 in whole or in part then Government shall be entitled to cancel the tenancy and eject the tenant forthwith on payment of compensation for improvements provided in clause 27.

20. The tenant shall be at liberty also to irrigate the said land by lift from the Deg, but the cultivation thus effected shall not be taken into account for the purposes of clause 18 above.

21. The size, type and position of the tube-wells shall be approved by the Director of Agriculture on the advice of the Agricultural Engineer, and the tenant shall be bound to follow the instructions given by him as to the frequency of pumping, whenever the sub-soil water-table appears to the Agricultural Engineer to be unduly lowered.

22. The tenant shall afford to the Agricultural Department all facilities for tests of discharges of the tube-wells and of the variations of the sub-soil water-table by borings or otherwise, or for similar experiments.

23. The tenant shall use only mechanical power for the purposes of lift, but it shall be at the discretion of the tenant to choose any form of such power.

24. The tenancy shall be for a period of 20 years. At any time during this period or at the expiry thereof the tenant shall on terms and conditions then to be settled, be entitled to purchase from Government the proprietary rights in the said lands, paying therefor at the rate of Rs. 80 per acre, either in a lump sum in advance or by ten equal payments including interest at 6 per cent. per annum on the 5th of January in each calendar year; provided that the tenant shall not be entitled to purchase the proprietary rights if in the meantime he has neglected or failed to observe or perform any of the conditions herein contained or has neglected or failed to pay any sums due to Government as herein provided. Such proprietary rights shall not pass to the tenant until the whole of the purchase money has been paid and in the meantime the tenant shall retain the status of a tenant and be bound by these conditions in all respects, including the payment of malikana. When the purchase money has been paid in full, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary rights free of any payment on account of malikana, but subject to the due and regular payment of the land revenue, the rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf; provided further that the purchaser shall continue, after completion of the purchase, to be subject to conditions 6, 7, 8, 12 and 28 of this statement and to such of the provisions of the Colonization of Government Lands (Punjab) Act, 1912, as are applicable to proprietors of land. If the tenant does not exercise his right of purchase under this condition within the 20 years of his lease or at the expiry thereof, the land shall revert to Government and the tenant shall have no claim to a renewal of the tenancy.

25. When the tenant shall, under the provisions and in pursuance of the preceding clause of these conditions, have purchased the proprietary right in the said lands from Government, and shall have duly paid the whole of the purchase-money therefor, together with the interest, to Government, and shall have complied with all the terms and conditions hereinbefore provided in that behalf, Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, subject to the conditions and reservations laid down in the preceding clause.

26. If the tenant does not exercise the option of purchase or renewal on the expiry of the term of ten years, or of purchase during the period of twenty years for which the lease may be renewed, the lease shall terminate forthwith, and the lands shall be resumed by Government.

27. In the event of resumption on the expiry of the term of the lease or any period of renewal or at any other time, compensation shall be payable to the tenant for any improvements which have

permanently enhanced the value of the lands. The question whether any particular improvement has permanently enhanced the value of the lands, and the amount of compensation payable in respect of any such improvement, shall be decided by the Collector of the Sheikhpura District for the time being, subject, in the event of dispute, to a reference to the Commissioner for the time being under the clause following.

28. In the event of any difference of opinion or dispute arising between Government and the tenant as to any matter arising hereunder, or claimed to arise hereunder, the same shall be referred by the parties, or in the event of either of them neglecting or refusing to do so for the space of sixty days from the date of requisition by the other party to do so, then by that other party to the sole arbitration of the Commissioner for the time being, whose decision shall be final and conclusive between Government and the tenant.

**SECTION 4.—NOTICE OF SALE BY AUCTION OF AGRICULTURAL  
LANDS, CONDITION OF SALE AND AGREEMENT TO  
PURCHASE.**

*Financial Commissioner's letters Nos. 21-S., dated 29th May  
1913, and 249-S., dated 23rd July 1913.)*

**NOTICE.**

WHEREAS instructions have been received from Government for the sale by auction of the Government waste lands described in the particulars hereunto annexed and marked Schedule I, notice is hereby given that plans of the said waste lands are open to inspection, free of charge, at the offices of the Deputy Commissioner, Gujranwala, Sub-Divisional Officers Sheikhupura, and the Tahsildars of Wazirabad, Gujranwala and Sharakpur, and will also be supplied at a small charge on application by post, and that the said lands will be put up to sale by public auction at Gujranwala on Saturday, the 30th of August 1913, and will be sold upon the conditions hereunto annexed and marked Schedule II unless the sale shall, in the meantime, have been stopped or postponed by order of superior authority.

Issued at Gujranwala, by the undersigned, this twenty-first day of August 1913.

*Deputy Commissioner.*

**Schedule I.**

**PARTICULARS OF THE LOTS TO BE SOLD.**

1. The land to be sold is Government waste land, situate in tahsils Wazirabad, Gujranwala and Sharakpur in the district of Gujranwala.

2. The areas (more or less) of the lands, the Rajbahs extended to them and the boundaries are given in the statement attached.

(a) These lands will be sold in lots numbered as shown in the list and maps in the office of the Deputy Commissioner, Sub-Divisional Officer, Sheikhupura, and in the offices of the Tahsildars, Wazirabad, Gujranwala and Sharakpur; the list and maps bear the signature of the Deputy Commissioner. The number and the approximate size of the lots in each estate are set forth in column 6 of the attached statement.

(b) Distributaries of the Upper Chenab Canal have been extended to these lands and plans signed by the Executive Engineer are deposited and are open to inspection free of charge in the offices of the Deputy Commissioner, Gujranwala, Sub-Divisional Officer, Sheikhupura, and the Tahsildars, Wazirabad, Gujranwala and Sharakpur. These plans and lists of lots shows the extent to which these lands are believed to be irrigable from the above-mentioned channels by flow or by lifts, as the case may be.

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**NOTE.**—These conditions were modified by later orders of Government in regard to the disposal of baqaya lands in all colonies.



The supply of water in the canals will probably irrigate as noted in the schedule of lots, but Government does not hold itself in any way responsible for supplying any water to any of the said lands or for the correctness of the said plans, and no failure or error in these respects shall be a ground for avoiding the sale or claiming compensation.

(c) The trees and underwood, and all other products whatever of the said lands, will be included in the sale, save and except all mines, minerals, coals, gold-washings, earth-oil and quarries in or under the said lands.

STATEMENT REFERRED TO IN SCHEDULE I, PARAGRAPH 2.

1	2	3	4	5	6	7	8	9	10
Serial No.	Name of tahsil.	Name of Rakh.	Area in acres.	BOUNDARIES.				Description of lots.	Rajbahas.
				North.	South.	East.	West.		

**Schedule II.**

CONDITIONS OF SALE.

1. The lands will be sold subject to all rights of way or water and other easements, if any, subsisting thereon.

II. The lands will be sold in full proprietary right, but subject to the following conditions :—

(a) The proprietary rights shall be subject to the exception and reservation to Government, its successors, and assigns of all mines, minerals, coals, gold-washings, earth-oil and quarries in or under the said lands, and full right at all times to enter upon any part of the said lands and to do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting and carrying away any mines, minerals coals, gold-washings earth-oil or quarries in or under the said lands without leaving any vertical or lateral support for the surface thereof, or any building for the time being standing thereon (the Government, its successors and assigns making reasonable compensation to the purchaser, his heirs, legal representatives and assigns, and his or their lessees or tenants, for all damage occasioned by the exercise of the rights hereby reserved).

- (b) The land revenue demand for the time being assessed thereon, and all general taxes, local taxes, and cesses to which revenue paying lands are hable shall be duly paid. The land revenue nahri rates payable for the term of the new assessment are from Re. 1-8-0 to Rs. 2-8-0 per acre.
- (c) *Canal occupiers' rates* will be charged in accordance with the rates in force (*vide* Punjab Government, Irrigation Branch, Notification No. 0223-R.I., dated 8th August 1912, as amended by Notification No. 55-R.I., dated 13th January 1913) or to be enforced on the Upper Chenab Canal, provided, that half rates will be charged for the first harvest only after auction.
- (d) If any purchaser requires a road to be made giving access to his land from a main road or village road through the land of another purchaser, the Deputy Commissioner will on requisition signed by the purchaser acquire the land necessary for such road, not exceeding 12 feet in width, at the cost of the purchaser requiring the road, and the purchaser of the lot in which the land so to be acquired is situated shall surrender the land on receipt of the cost of the same calculated at the rate per acre at which the lot was purchased.
- (e) *Water-courses* are delineated on the plans, but the canal officer empowered in that behalf may, at his discretion, construct or cause to be constructed any new water-course, or alter the direction of any existing water-course, and the purchaser shall be entitled to no compensation by reason of such action except compensation for damage to standing crops. No water-course shall be constructed except with the approval of the Divisional or Sub-Divisional Canal Officer and under the provisions of section 16 of the Northern India Canal and Drainage Act, VIII of 1873. In accordance with these provisions the cost as determined by the Divisional Canal Officer of all water-courses already constructed or hereafter constructed shall be recovered from all persons using the same in such manner and at such time as may be fixed by the general or special orders of Government.
- (f) Every purchaser shall be bound to construct or pay for the construction of any bridge or bridges over any water-course crossing any district, village, or zamindari road which the Deputy Commissioner may order to be built. It shall be in the discretion of the Deputy Commissioner to order the construction of such bridges approved by him, or to have them constructed and to recover the costs from the persons interested. The Deputy Commissioner's decision as to the proportion of the cost of such bridges to be borne by each purchaser shall be final.

- (g) In case of any dispute arising between the purchaser and the Government as to the property and rights hereby reserved, or any matter incidental or in any way relating thereto, or as to any of the above terms and conditions, the said dispute or disputes shall be referred for the arbitration of the Financial Commissioner, whose decision shall be final and binding on both parties. The sale is also subject to the limitation next following.

III.—The purchaser shall not, without the sanction in writing of the Deputy Commissioner, alienate any portion of the lot sold before he shall have received the deed of conveyance hereinafter mentioned.

IV. The lands with the wood on it (where there is any) will be put up in lots of various sizes as shown on the list and maps in the offices of the Deputy Commissioner, Gujranwala, Sub-Divisional Officer, Sheikhpura, and of the Tahsildars, Gujranwala, Wazirabad, and Sharakpur, referred to in paragraph 2 of Schedule I.

The lots vary in size and are as shown in the schedule of lots attached. A reserve price will be fixed by Government, but will not be disclosed unless the highest bid in any case is lower than the reserve price. The highest bidder above the reserve price shall be the purchaser. In case of dispute between the two equal bidders the lot shall be put up again at the last preceding bid. Bids shall be received by the presiding officer at so much per acre and no bid shall advance by less than one rupee per acre.

Intending purchasers may make their tenders by written application enclosing 5 per cent. deposit on the amount of their bid to the Deputy Commissioner, Gujranwala, up to the evening of the 28th August 1913. The highest tender so made for any particular plot shall be deemed to be a bid of the amount tendered, and if no advance be made upon it at the auction it shall be considered the highest bid. Intending purchasers will be shown the land to be offered for sale at any time by the Patwari in whose circle the land is situated.

V.—The purchaser shall on the day when his bid is accepted pay a deposit in part payment of the purchase money of not less than 5 per cent. of the purchase money, and sign an agreement in the Form B, hereto annexed, upon stamped paper to be provided at his expense.

VI.—In default of such payment, or in the event of refusal to sign such agreement, the lot may be again put up and re-sold. In the event of the foregoing conditions being fulfilled the purchaser shall receive an attested copy of the said agreement upon stamped paper to be provided at his expense.

VII.—Upon the expiration of one month from the date of sale, simple interest at the rate of Rs. 6 per cent. per annum shall be charged upon the balance of the purchase money for the time being remaining unpaid until date of payment.

VIII. Within three months from the date of sale, the purchaser shall, without demand, pay a sum which, together with the amount paid at the date of sale, shall amount to one-half of the whole purchase-

money, and shall also pay the interest, if any, due at the date of such payment. Within 6 months from the date of sale purchaser shall, without demand, pay the remainder of the purchase money, and shall also pay the interest, if any, due at the date of such payment.

The payment within the period specified of such amounts and of the interest due, if any, shall be deemed to be of the essence of the contract for sale, provided that on the written application of the purchaser the Deputy Commissioner may, at his discretion, allow payment to be made in instalments which shall not extend over a period of more than one year from the date of the purchase.

IX.—When the purchaser has paid a sum equal to 20 per cent. of the purchase money, he will thereupon be placed in possession of the land sold by an officer appointed in that behalf by the Deputy Commissioner, and shall furnish to such officer a written acknowledgment of receipt of possession.

X.—If the purchaser shall make default in any payment due from him under these conditions, together with any interest that may have accrued, on due date, the Deputy Commissioner may rescind the contract and all sums deposited in part payment of the purchase money and interest thereon, shall be forfeited to Government.

XI.—(1) When the whole of the purchase money and all other sums due and payable by the purchaser under these conditions shall have been paid, and not till then, the Deputy Commissioner shall cause a conveyance to be drawn up in English in the form B annexed to the Waste Land Lease Rules, with the addition of conditions II (a) to (g) and XI (2) of these conditions or to the same effect, and shall execute the same on behalf of the Government, and shall then call upon the purchaser to execute the same.

(2) The cost of stamp duty leviable will be borne by Government, and when it shall have been duly executed by the purchaser the Deputy Commissioner shall cause the deed to be registered at the cost and expense of Government.

(3) If the purchaser shall refuse to execute the said deed when called upon to do so by the Deputy Commissioner or shall fail so to do without any lawful excuse, the Government shall have full power and authority forthwith to rescind the contract and cancel the sale.

XII.—When any contract has been rescinded under conditions VI, X, or XI (3) and the land is re-sold for a price lower than that of the bid of the original purchaser the original purchaser shall be liable to pay to Government the amount of the difference between his highest bid and the price for which the land has been re-sold.

XIII.—If the purchaser shall have been placed in possession of the land under the provisions of condition IX of these conditions and shall thereafter make default in payment of any sums due under these conditions on due date and the sale to him of the land be rescinded in accordance with the powers hereby granted to the Deputy Commissioner, the Government shall have full right forthwith to re-enter upon and resume possession of the land.

XIV.—All payments to be made under these conditions on account of purchase money or interest, or any other charges, shall be made at the office of the Tahsil in which the land is situated ; provided that with the written permission of the Deputy Commissioner payment may be made into any Government Treasury.

XV.—The land is believed and shall be taken, to be correctly described as to area and otherwise. If any error, mis-statement, or omission in the foregoing particulars shall be discovered, the same shall not annul the sale, but the price payable by the purchaser shall be adjusted if necessary with reference to the acreage of the lot purchased as finally ascertained, and the price per acre bid by the purchaser.

NOTE.—It has been decided to add the following clause to all future conditions of sale by auction of Crown waste land in the canal colonies in the Punjab,—*vide* Senior Secretary to the Financial Commissioners' Demi-official No. 1049-C., dated the 17th March 1933, to the address of the Commissioner, Multan division :—

Until the full amount of the purchase money with any interest due thereon has been paid and the other conditions set forth in this statement have been fulfilled, the purchaser, who has been placed in possession of the land by order of the Collector, shall be deemed to be a tenant of such land under section 13, Colonization of Government Lands (Punjab), Act, 1912.

### Form B.

#### FORM OF AGREEMENT REFERRED TO IN NO. V OF THE FOREGOING CONDITIONS.

I, \_\_\_\_\_ the son of \_\_\_\_\_, of \_\_\_\_\_, do hereby acknowledge that on the sale by auction this \_\_\_\_\_ day of \_\_\_\_\_ 1913 of the property described in the particulars annexed to the notice of sale issued by the Deputy Commissioner, Gujranwala, under date the \_\_\_\_\_ published at page \_\_\_\_\_ of the *Punjab Government Gazette*, I was the highest bidder for lot No. \_\_\_\_\_ in Rakh \_\_\_\_\_ and was declared the purchaser thereof, subject to the conditions of sale annexed to the said notice, at the price of Rs. \_\_\_\_\_, and that I have paid the sum of Rs. \_\_\_\_\_ by way of deposit and in part payment of the said purchase money to the Deputy Commissioner, Gujranwala, and I hereby agree to pay the remainder of the said purchase money and complete the said purchase according to the aforesaid conditions.

*Signature of purchaser.*

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I HEREBY ratify this sale, and acknowledge receipt of the said deposit of Rs. \_\_\_\_\_.

*Deputy Commissioner, Gujranwala.*

## SECTION 5.—FORMS OF CONVEYANCE OF SITES IN TOWNS, ETC.

(Punjab Government letter No. 139-S. (Rev.), dated 26th May 1916.)

### (a) Conditions of sale of town sites by auction in canal colonies.

1. The sale is subject to a reserve price to be fixed by the Collector <sup>Bidding.</sup> with the sanction of the Local Government, the auctioneer having the right to refuse any bid with the sanction of the Collector. If any dispute arises as to the highest bid, the property may be put up again, or the auctioneer may decide the dispute. No bid shall be less in advance of the previous bid than the sum to be fixed by the auctioneer at time of sale. The sale will be subject to the confirmation by the Local Government, and no bidder, even though his bid has been accepted as the highest by the auctioneer and the local officers, shall be deemed to be the purchaser, or shall be deemed to have any claim with regard to his deposit, if the sale is not confirmed by the Local Government, other than for the return of the sum actually deposited by him.

2. Immediately after the close of the bidding the highest bidder <sup>Deposit.</sup> as recorded by the Collector, shall pay to the auctioneer a deposit of 20 per cent. of the amount of his purchase money and in part payment thereof and shall sign the memorandum at the foot of these conditions. Should the purchaser fail to so make this requisite deposit he will be responsible to make good any loss arising from such failure and the site or sites may be put up to auction again forthwith or at such time as the auctioneer may determine, all costs and expenses being recovered from the defaulting purchaser.

3. The description of the property as given in the notice of sale <sup>Errors.</sup> as to area, position and otherwise shall be deemed to be correct, and no errors, omission or misdescription in that notice or in these conditions shall invalidate the sale or be made the subject of any claim for compensation.

4. The land is sold subject to the payment of land revenue payable in two equal instalments at the dates appointed for the payment of land revenue. <sup>Payment of revenue.</sup> Such revenue will be payable at the following rates per marla per annum which are liable to enhancement at the discretion of the vendor at each re-assessment of the assessment circle in which the town is included :—

	Rs.	A.	P.
I. Shops in mandis and main streets	..		
II. Shops in minor bazars	..		
III. Residential sites	..		
IV. Menials' quarters	..		
V. Factory sites and flour mills	..		

5. The purchaser shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the land by competent authority.

**Reservation.**

6. The vendor reserves to himself all mines and minerals whatsoever in, under or upon the said land with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing, and enjoying the same at all such times and in such manner as the Local Government shall think fit, with power to carry out any surface or under-ground workings and to let down the surface of all or any part of the said land and any buildings that may be erected thereon now or hereafter, and to sink pits, erect buildings, construct lines and generally to appropriate and use the surface of the said lands for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exception and reservation hereinbefore contained :

Provided that the purchaser shall be entitled to receive from the Local Government such payment for the occupation by it of the surface and for the damage done to the surface or to buildings on the plot by such works or workings or letting down as may be agreed upon between the Local Government and the purchaser or failing such agreement as shall be ascertained by reference to arbitration.

**Special stipulations to be observed by the purchaser of each plot.**

7. (a) Within six months from the date fixed for the completion of the purchase, the purchaser shall commence to build on the plot sold a ———, the plans of which shall be approved by the Collector.

(b) The purchaser shall not use the plot sold for any other purpose than the erection of such—————.

(c) The purchaser shall not dig or cause to be dug any pit within the plot sold.

(d) The said ——— shall be completed to the satisfaction of the Collector within 18 months from the date fixed for completion of purchase.

(e) The said ——— shall at all times be kept in proper repair.

8. The said ——— shall not at any time be used for any other purpose than as a—

**Deed of conveyance.**

9. At least seven days before the date fixed for the completion of the purchase the purchaser shall send to the Collector's office for approval a deed of conveyance ready for execution, which shall contain all necessary covenants and provisions so framed as to run with and be binding so far as may be upon the land purchased into whosoever's hands it may come, for securing the performances and observance of the obligations and restrictions contained in these conditions.

10. The completion of the purchase and the payment of the **Completion.** balance of the purchase money shall take place at the Collector's office, not later than six weeks after the day of the auction and thereupon the purchaser shall cause the deed of conveyance, if it is liable to compulsory registration, to be registered and stamped at his own expense. Upon completion of such registration and stamping the purchaser shall be let into possession of the property.

11. Should any purchaser fail to observe or comply with any of the foregoing stipulation on his part, his deposit shall be forfeited to the vendor who may re-sell the property either by public auction or by private contract and subject to such stipulations as he may think fit, and any deficiency of price which may result on such re-sale shall be made good and paid by the defaulting purchaser. **Forfeiture and re-sale.**

In spite of the payment of full price and delivery of possession a site may be confiscated by Government if condition 7 (a), (b) or (d) or 8 is not fulfilled.

12. Nothing in these conditions shall be deemed to exempt any **Saving.** purchaser from complying with the provisions of the Punjab Municipal Act, 1911, and the Punjab Small Towns Act, 1922.

13. If the purchaser is not an individual or is a partnership of **Associations.** more than seven individuals, then in order that the liability for revenue, cesses and other demands may be easily ascertainable, it is necessary that the purchaser should be registered under the Registration of Societies Act, Co-operative Societies Act or Companies Act or other Act under which a corporate body may be formed in which property may vest.

In the alternative the purchasing body should duly appoint trustees whose powers and duties are recorded in a deed of trust.

**(b) Deed of conveyance of land sold by auction\* as a site for (a) a shop ; (b) a residential house ; (c) a factory ; and (d) menials' quarters.**

[Punjab Government letter No. 139-S. (Rev.), dated 26th May 1916.]

THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_  
 193 BETWEEN the Secretary of State for India in Council (herein-  
 after called 'the vendor') of the one part AND \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_† in the District of \_\_\_\_\_ in  
 the Punjab (hereinafter called 'the vendee') of the other part.

\* In the case of sale by private treaty the conveyance form requires modification.

† To be filled in by the Collector, giving the father's name, caste and residence of the purchaser, if an individual, or if a society, the number and date of registration or of the execution of a deed of trust.



WHEREAS the land hereinafter described and intended to be hereby conveyed was owned by the vendor in full proprietary right and the same, then described as a lot No. \_\_\_\_\_, was put up for sale by public auction by the vendor at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 193 .

AND WHEREAS ' the vendee ' bid at the said auction the sum of Rs. \_\_\_\_\_ for the said land and was accepted as and declared to be the purchaser thereof at that price and thereupon the vendee paid to the vendor the sum of Rs. \_\_\_\_\_ by way of deposit in part payment of the said purchase money pursuant to a condition of sale in that behalf.

AND WHEREAS the said land was sold as a site for \_\_\_\_\_\* and the said sale was subject to the conditions of sale annexed to the notice of sale issued by the vendor and dated the \_\_\_\_\_ day of \_\_\_\_\_ 193 .

AND WHEREAS on the said \_\_\_\_\_ day of \_\_\_\_\_ 193 the vendee executed an agreement whereby he agreed to pay to the vendor the remainder or balance of the purchase money and to complete the purchase according to the said conditions of sale and to comply with the said conditions of sale and each and every one of the same.

AND WHEREAS the said conditions of sale provide among other things for the execution of a deed of conveyance between the parties when the vendee shall have paid up the whole of the purchase money.

AND WHEREAS the vendee has paid the sum of Rs. \_\_\_\_\_ being the remainder or balance of the purchase money :

NOW THEREFORE THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the purposes of carrying into effect the said sale and in consideration of the covenants of the vendee hereinafter contained and of the said sums of Rs. (a) \_\_\_\_\_ and Rs. (b) \_\_\_\_\_ paid by the vendee as hereinbefore mentioned (the receipt of which several sums the vendor hereby acknowledges) the vendor as beneficial owner hereby grants and conveys unto the vendee ALL THAT piece or parcel of land described in the schedule hereto attached being part of the lands sold in pursuance of the notice of sale aforesaid dated the \_\_\_\_\_ day of \_\_\_\_\_ 193 and specified as lot No. \_\_\_\_\_ and more particularly delineated in the plans filed in the office of the Collector, \_\_\_\_\_, signed, by the Collector aforesaid and dated the \_\_\_\_\_ day of \_\_\_\_\_ 193 (which said land is hereinafter called ' the said land ').

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\*To be filled in by the Collector, e.g., two residential houses, one shop, etc.

(a) Deposit.

(b) Balance.

TO HAVE AND TO HOLD the same unto and to the use of the vendee in full proprietary right for ever subject nevertheless to the exceptions, reservations, conditions and covenants hereinafter contained and each of them, that is to say :—

- (1) The vendor reserves to himself all mines and minerals whatsoever in under or upon the said land with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same at all such times and in such manner as the Local Government shall think fit, with power to carry out any surface or underground workings, and to let down the surface of all or any part of the said land and any buildings that may be erected thereon now or hereafter, and to sink pits, erect buildings, construct lines and generally to appropriate and use the surface of the said lands for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exception and reservation hereinbefore contained :

PROVIDED that the purchaser shall be entitled to receive from the Local Government such payment for the occupation by it of the surface and for the damage done to the surface or to buildings on the plot by such works or workings or letting down as may be agreed upon between the Local Government and the purchaser or failing such agreement as shall be ascertained by reference to arbitration.

- (2) The land is sold subject to the payment of land revenue (Omit words in brackets if no initial remissions are sanctioned.)  
Such revenue [will not be payable for----- harvests from the date of the sale. After-----harvests it] will be payable at the rate of-----per marla per annum and is liable to enhancement at the discretion of the vendor at each reassessment of the assessment circle in which the town is included.
- (3) The vendee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said land by competent authority.
- (4) The vendee shall, within six months from the date of this indenture, commence to build -----\* on the said land, the plans of which shall be approved by the Collector of-----
- (5) The vendee shall complete to the satisfaction of the Collector of the construction of the said -----\* with all its appurtenances within 18 months of the date of this indenture.
- (6) The vendee shall at all times keep and maintain the said -----\* with all its appurtenances including the upper storey or stories, if any, in a proper state of repair and to the satisfaction of the Collector of-----.

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\* To be filled in by the Collector, e.g., two residential houses, one shop, etc.

- (7) The vendee shall not dig or cause to be dug any pit upon the said land.
- (8) The vendee shall not use the said \_\_\_\_\_\* to be erected on the said land as aforesaid for any purpose inconsistent with that for which the said land is hereby granted, that is, for any purpose other than that of \_\_\_\_\_\* or permit the same to be so used.
- (9) The vendor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours notice in writing enter in and upon any part of the said land or building erected thereon for the purpose of ascertaining that the vendee has duly performed and observed the covenants and conditions to be by him performed and observed under these presents.
- (10) The vendor shall have full right, power and authority at all times to do all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the vendee as a first charge upon the said land and the buildings thereon the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.
- (11) In the event of the breach or non-observance by the vendee of any of the covenants herein on his part to be observed then, and in any such case, it shall be lawful for the vendor, notwithstanding the waiver of any previous cause or right for re-entry, to enter into and upon the said land or building thereon or any part thereof in the name of the whole and to repossess, retain and enjoy the same as of his former estate and the vendee shall not be entitled to a refund of the purchase money or any part thereof or to any compensation whatsoever on account of such resumption.
- (12) In the event of any dispute or difference at any time arising between the vendor and the vendee as to the true intent and meaning of these presents and of each and every provision thereof the property and rights hereby reserved or any of them or in any manner incidental or relating thereto, the said dispute or difference shall be referred to the Financial Commissioner for the time being of the Punjab whose decision thereon shall be final and binding on the parties hereto.
- (13) If and so long as the vendee shall fully perform and comply with, and shall continue to so perform and comply with, each and all of the terms and conditions herein made and provided but not otherwise, the vendor will secure the vendee in full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.

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\* To be filled in by the Collector, e.g., two residential houses, one shop, etc.

And it is hereby agreed and declared that unless a different meaning shall appear from the context.

(a) the expression 'vendor' used in these presents shall include, in addition to the Secretary of State for India in Council, the successors and assigns of the said Secretary of State for India in Council, the Government of the Punjab, and, in relation to any matter or thing contained in or arising out of these presents, every person duly authorised to act for or to represent the Government of the Punjab in respect of such matter or thing;

(b) the expression 'vendee' used in these presents shall include, in addition to the said \_\_\_\_\_ his lawful heirs, successors, representatives, assigns, transferees, lessees and any person or persons in occupation of the said land or building erected thereon.

In witness whereof the parties hereto have hereunto respectively subscribed their names at the places and on the dates hereinafter in each case specified.

Signed by \_\_\_\_\_,

Collector of \_\_\_\_\_,

\_\_\_\_\_

for and on behalf of the Secretary of  
State for India in Council and acting  
under the authority of H. E.  
the Governor of the Punjab at

\_\_\_\_\_this\_\_\_\_\_day of

\_\_\_\_\_193 .

Signed by the said \_\_\_\_\_

\_\_\_\_\_ } *Collector.*

at \_\_\_\_\_ on the \_\_\_\_\_ day

of \_\_\_\_\_ 193 in the presence

of—

*Witnesses—*

- |     |   |                             |
|-----|---|-----------------------------|
|     | { | Name                        |
| (1) |   | Residence and<br>occupation |
|     | { | Name                        |
| (2) |   | Residence and<br>occupation |

**SECTION 6.—DEED OF CONVEYANCE FOR AGRICULTURAL LAND IN WHICH PROPRIETARY RIGHTS HAVE BEEN PURCHASED BY THE TENANTS IN ALL PUNJAB COLONIES EXCEPT FOR TENANTS IN THE CHUNIAN, LOWER CHENAB AND LOWER JHELM COLONIES TO WHOM NO PROMISE WAS MADE IN THE CONDITIONS OF ALLOTMENT THAT THEY WOULD BE PERMITTED TO ACQUIRE PROPRIETARY RIGHTS.\***

THIS INSTRUMENT OF CONVEYANCE made the— day of— in the year one thousand nine hundred and— between the Secretary of State for India in Council (hereinafter called the grantor) of the one part and—, son of—, resident of— in the— District of the Punjab (hereinafter called the grantee) of the other part.

WHEREAS, the grantor has agreed to grant and convey and—, son of—, resident of—, in the— District of the Punjab has agreed to take and purchase for and in consideration of the price in the manner and subject to the terms and conditions hereinafter appearing the lands hereinafter more fully specified and described: Now, therefore, this Instrument witnesseth that in consideration of the sum of Rs.— paid by the grantee to the grantor (the receipt whereof the grantor hereby acknowledges) and of the covenant, terms and conditions hereinafter contained and by the grantee to be observed and performed, the grantor doth hereby grant and convey unto the grantee the said lands, containing by admeasurement— acres more or less and more particularly described in the schedule marked "A" and delineated and coloured red in the map or plan marked "B" hereunto annexed and signed by both parties in token of correctness to have and to hold the said lands unto him the grantee, his heirs and assigns for ever absolutely and in full proprietary right, together with all trees, underwood, and agricultural produce of the said lands, but subject nevertheless to the reservations, terms and conditions hereinafter set forth. And the grantor for himself, his successors, and assigns and the grantee for himself, his heirs, representatives, and assigns, do hereby respectively covenant and agree to abide by each and all of the terms, conditions, and reservations hereinafter set forth, that is to say—

(1) The grantor does not grant to the grantee and hereby expressly reserves unto himself his rights in all mines, minerals, coal, earth-oils, gold-washings, and quarries in or under the lands hereby granted, and full right, power and authority, from time to time and at all times, to enter upon any part of the said lands and to do all acts and things that may be necessary or expedient for the purpose of searching for, getting, carrying away, and enjoying any mines, minerals, coal, earth-oils, gold-washings, or quarries in or under the said lands

\* Prescribed, *vide* Financial Commissioner's letter No. 511-12-C, dated 5th February 1931.

without leaving any vertical or lateral support for the surface or any building for the time being standing thereon : and it shall be lawful for any engineers, surveyors, agents, workmen, or officers authorized in that behalf by the grantor or his assigns at all times to enter upon any part of the said lands and to do all acts and things that may be necessary or expedient for ensuring to the grantor or his assigns full and perfect enjoyment of the rights hereby reserved : Provided always that the grantor and his assigns shall make reasonable compensation to the grantee, his heirs, representatives, assigns, and his or their lessees, or tenants for all damage directly occasioned by the exercise of the rights hereby reserved.

(2) All rivers and streams and all rights of way and water and other easements (if any) subsisting in, over the said lands are hereby expressly reserved unto the grantor and are not granted to the grantee, and the grantee shall not at any time obstruct or in any way interfere with any such rights of way or water or other easement.

(3) The grantee shall regularly and from time to time pay all general taxes and all local taxes, rates and cesses lawfully imposed on or payable in respect of the said lands or of proprietary rights therein, and the land revenue demand now or for the time being lawfully assessed on the said lands and the canal occupiers' rates in force or to be enforced on the —————Canal and any arrear of any such tax, rate, cess, land revenue or canal occupiers' rate at any time existing shall, without prejudice to any other power hereby conferred on or right hereby reserved to the grantor, be forthwith recoverable from the grantee as a first charge upon the lands hereby granted according to the law and practice for the time being in force regarding the recovery thereof.

4. The grantee shall at his own cost erect permanent marks on the lands hereby granted, demarcating correctly the boundaries and limits thereof, and will at all times maintain the same in good repair in accordance with the directions (if any) from time to time issued in that behalf by the Collector for the time being of—————District, or other proper officer. And in the event of any default at any time in regard to the requirements of this condition on the part of the grantee, it shall be lawful for the said Collector or other officer (without prejudice to any other power hereby conferred on or right hereby reserved to the grantor) to cause such boundary marks to be erected or repaired as the case may be, and to recover the cost incurred thereby from the grantee as a first charge upon the lands hereby granted in the manner for the time being provided for the recovery of an arrear of land revenue.

(5) The grantee shall maintain at his own cost such establishment for the purpose of police, conservancy, and the like in respect of the said lands as may be required by the general rules for the time being in force in that behalf ; and in the event of any default at any time in regard to the requirements of this condition on the part of the grantee, it shall be lawful for the Collector of—————District or other proper officer (without prejudice to any other power hereby conferred on or

right reserved to the grantor) to appoint and maintain such establishment, and to recover the cost thereof from the grantee as a first charge upon the lands hereby granted in the manner for the time being provided for the recovery of an arrear of land revenue or in the said rules.

(6) The grantor does not grant to the grantee and expressly reserves to himself the area of land covered by the main roads existing or proposed for construction as shown on the map or plan hereunto annexed and marked B, and no property therein is conveyed to the grantee.

(7) Village roads to provide communication between village sites and zamindari roads to provide access to each rectangle ( $16\frac{1}{2}$  feet in width in either case) are delineated on the map or plan hereunto annexed by way of schedule and marked annexure B, and such areas are included in the areas of the lots to be sold. But the purchaser has no right of cultivation over any such area, and the Collector may, at his discretion, make any new roads not exceeding  $16\frac{1}{2}$  feet in width, or alter the direction of any such existing road, and the purchaser shall be entitled to no compensation by reason of such action.

(8) It is hereby stipulated and agreed that if any purchaser requires a road to be made giving access to his land from a main or village road through the land of another purchaser, the Collector may on requisition signed by the purchaser acquire the land necessary for such road not exceeding  $16\frac{1}{2}$  feet in width at the cost of the purchaser requiring the road, and the purchaser of the lot in which the land so to be acquired is situated shall surrender the land on receipt of the cost of the same calculated at the rate per acre at which the lot was purchased.

(9) It is hereby stipulated and agreed that the Canal Officer empowered in that behalf may, at his discretion, construct or cause to be constructed any new water-course or alter the direction of any existing water-course, and the purchaser shall be entitled to no compensation by reason of such action except compensation for damage to standing crops. No water-course shall be constructed except with the approval of the Divisional or Sub-Divisional Canal Officer and under the provisions of section 16 of the Northern India Canal and Drainage Act, VIII of 1873. In accordance with these provisions the cost as determined by the Divisional Canal Officer of all water-courses already constructed or hereafter constructed shall be recovered from all persons using the same in such manner and at such times as may be fixed by the general or special orders of Government.

(10) It is hereby stipulated and agreed that every purchaser shall be bound to construct or pay for the construction of any bridge or bridges over any water-course crossing any district, village or zamindari road which the Collector may order to be built. It shall be in the discretion of the Collector to order the construction of such bridges as may be approved by him, or to have them constructed and

to recover the costs from the persons interested. The Collector's decision as to the proportion of the cost of such bridges to be borne by each purchaser shall be final.

(11) In the event of the grantee or any person holding the lands hereby granted or any part thereof from or under him committing any breach of any of the terms or conditions of this grant, or causing or permitting such breach to be committed, it shall be lawful for the grantor forthwith, or at any time thereafter, to cancel and revoke the same and to enter upon and resume possession of the lands hereby granted, and of all buildings, materials, and things at the time of such resumption subsisting therein, under, or upon, and that without payment of any amount whatsoever by way of price, compensation, or damage to the grantee or to any other person whomsoever, in respect of any improvements which he or they may have made, or of any buildings, well, materials or other things existing in or upon the said lands or any part thereof at the time of such revocation of this grant and resumption thereof.

(12) In the event of any dispute or disputes arising between the grantor and the grantee and their successors, representatives, and assigns or any of them as to the property and rights hereby reserved, or as to any matter incidental or in any way relating thereto, or as to any of the above terms and conditions or as to any compensation payable under this deed of grant, or as to the true intent or purport thereof, or of any part or clause thereof, except as heretofore provided in clause 10, the decision in each case of the Commissioner for the time being of the Division (or of such other officer as may succeed to the duties of the Commissioner) shall be final and binding on both parties.

In witness whereof the said parties have hereto set their respective hands and seals the day and the year first above written.

Signed, sealed and delivered for  
and on behalf of the Secretary of State  
for India in Council by—  
Collector of ——— District  
acting under the orders of His Ex-  
cellency the Governor of the Punjab.

(Sd.)  
Collector.

Signed, sealed and delivered by the  
said ———  
in the presence of—  
\_\_\_\_\_  
\_\_\_\_\_

(Sd.).

**NOTE.**—This deed is to be executed, stamped and registered at the cost of the vendee.



**SECTION 7.—FORMS OF TEMPORARY CULTIVATION LEASES.**

The general forms prescribed for use in all canal colonies in the Punjab except the Nili Bar and the new extensions of the Lower Chenab Colony and reproduced in section 4 of chapter I are applicable in this colony.

**SECTION 8.—DEED OF CONVEYANCE FOR AGRICULTURAL LAND IN WHICH A FREE GRANT OF PROPRIETARY RIGHTS HAS BEEN MADE TO THE TENANT IN A PUNJAB CANAL COLONY.**

*(Financial Commissioner's letter No. 4570-C, dated 30th November 1932.)*

THIS INSTRUMENT OF CONVEYANCE made the—  
day of—in the year one thousand nine hundred and—  
—, between the Secretary of State for India in Council  
(hereinafter called the grantor) of the one part and—  
—, son of—, resident of—  
in the—District of the Punjab (hereinafter called the  
grantee) of the other part.

WHEREAS the grantor has agreed to grant and convey and—  
—, son of—, resident of—,  
in the—District of the Punjab has agreed to take subject  
to the terms and conditions hereinafter appearing the lands hereinafter more fully specified and described. Now THEREFORE THIS INSTRUMENT WITNESSETH that in consideration of the covenant, terms and conditions hereinafter contained and by the grantee to be observed and performed, the grantor doth hereby grant and convey unto the grantee the said lands, containing by admeasurement—acres more or less and more particularly described in the schedule marked "A" and delineated and coloured red in the map or plan marked "B" hereunto annexed and signed by both parties in token of correctness to have and to hold the said lands unto him the grantee, his heirs and assigns for ever absolutely and in full proprietary right together with all trees, underwood and agricultural produce of the said lands, but subject nevertheless to the reservations, terms and conditions hereinafter set forth, and the grantor for himself, his successors and assigns, and the grantee for himself, his heirs, representatives and assigns, do hereby respectively covenant and agree to abide by each and all of the terms, conditions and reservations hereinafter set forth, that is to say—

(1) The grantor does not grant to the grantee and hereby expressly reserves unto himself his rights in all mines, minerals, coal, earth-oils, gold-washings, and quarries in or under the lands hereby granted, and full right, power and authority, from time to time and at all times, to enter upon any part of the said lands and to do all acts and things that may be necessary or expedient for the purpose of searching for, getting, carrying away, and enjoying any mines, minerals, coal, earth-oils, gold-washings, or quarries in or under the said lands, without leaving any vertical or lateral support for the surface or any building for the time being standing thereon : and it shall be lawful for any engineers, surveyors, agents, workmen, or officers authorized in that behalf by the grantor or his assigns at all times to enter upon any part of the said lands and to do all acts and things that may be necessary or expedient for ensuring to the grantor or his assigns full and perfect enjoyment of the rights hereby reserved. Provided always that the grantor and his assigns shall make

reasonable compensation to the grantee, his heirs, representatives, assigns, and his or their lessees, or tenants for all damage directly occasioned by the exercise of the rights hereby reserved.

(2) All rivers and streams and all rights of way and water and other easements (if any) subsisting in, on, or over the said lands are hereby expressly reserved unto the grantor and are not granted to the grantee, and the grantee shall not at any time obstruct or in any way interfere with any such rights of way or water or other easement.

(3) The grantee shall regularly and from time to time pay all general taxes and all local taxes, rates and cesses lawfully imposed on or payable in respect of the said lands or of proprietary rights therein, and the land revenue demand now or for the time being lawfully assessed on the said lands and the canal occupiers' rates in force or to be enforced on the———Canal and any arrear of any such tax, rate, cess, land revenue or canal occupier's rate at any time existing shall, without prejudice to any other power hereby conferred on or right hereby reserved to the grantor, be forthwith recoverable from the grantee as a first charge upon the lands hereby granted according to the law and practice for the time being in force regarding the recovery thereof.

(4) The grantee shall at his own cost erect permanent marks on the lands hereby granted, demarcating correctly the boundaries and limits thereof, and will at all times maintain the same in good repair in accordance with the directions (if any) from time to time issued in that behalf by the Collector for the time being of———District, or other proper officer. And in the event of any default at any time in regard to the requirements of this conditions on the part of the grantee, it shall be lawful for the said Collector or other officer (without prejudice to any other power hereby conferred on or right hereby reserved to the grantor) to cause such boundary marks to be erected or repaired as the case may be, and to recover the cost incurred thereby from the grantee as a first charge upon the lands hereby granted, in the manner for the time being provided for the recovery of an arrear of land revenue.

(5) The grantee shall maintain, at his own cost, such establishment for the purpose of police, conservancy, and the like, in respect of the said lands as may be required by the general rules for the time being in force in that behalf: and in the event of any default at any time in regard to the requirements of this condition on the part of the grantee, it shall be lawful for the Collector of———District or other proper officer (without prejudice to any other power hereby conferred on or right reserved to the grantor) to appoint and maintain such establishment, and to recover the cost thereof from the grantee as a first charge upon the lands hereby granted in the manner for the time being provided for the recovery of an arrear of land revenue or in the said rules.

(6) The grantor does not grant to the grantee and expressly reserves to himself the area of land covered by the main roads existing or proposed for construction as shown on the map or plan hereunto annexed and marked B, and no property therein is conveyed to the grantee.

(7) Village roads to provide communication between village sites and zamindari roads to provide access to each square ( $16\frac{1}{2}$  feet in width in either case) respectively are delineated on the map or plan, hereunto annexed by way of schedule and marked annexure B, and such areas are included in the areas of the lots to be sold. But the grantee has no right of cultivation over any such area, and the Collector may, at his discretion, make any new roads not exceeding  $16\frac{1}{2}$  feet in width, or alter the direction of any such existing road, and the grantee shall be entitled to no compensation by reason of such action.

(8) It is hereby stipulated and agreed that if any grantee requires a road to be made giving access to his land from a main or village road through the land of another grantee, the Collector may on requisition signed by the grantee acquire the land necessary for such road not exceeding  $16\frac{1}{2}$  feet in width at the cost of the grantee requiring the road, and the grantee of the lot in which the land so to be acquired is situated shall surrender the land on receipt of the cost of the same calculated at the rate per acre at which the lot was purchased.

(9) It is hereby stipulated and agreed that the canal officer empowered in that behalf may, at his discretion, construct or cause to be constructed any new water-course, or alter the direction of any existing water-course, and the grantee shall be entitled to no compensation by reason of such action except compensation for damage to standing crops. No water-course shall be constructed except with the approval of the Divisional or Sub-Divisional Canal Officer and under the provisions of section 16 of the Northern India Canal and Drainage Act, VIII of 1873. In accordance with these provisions the cost as determined by the Divisional Canal Officer of all water-courses already constructed or hereafter constructed shall be recovered from all persons using the same in such manner and at such times as may be fixed by the general or special orders of Government.

(10) It is hereby stipulated and agreed that every grantee shall be bound to construct or pay for the construction of any bridge or bridges over any water-course crossing any district, village or zamindari road which the Collector may order to be built. It shall be in the discretion of the Collector to order the construction of such bridges as may be approved by him, or to have them constructed and to recover the costs from the persons interested. The Collector's decision as to the proportion of the cost of such bridges to be borne by each grantee shall be final.

(11) In the event of the grantee or any person holding the lands hereby granted or any part thereof from or under him committing any breach of any of the terms or conditions of this grant, or causing or permitting such breach to be committed, it shall be lawful for the grantor, forthwith, or at any time thereafter, to cancel and revoke the same and to enter upon and resume possession of the lands hereby granted, and of all buildings, materials and things at the time of such resumption subsisting therein, under, or upon, and that without payment of any amount whatsoever by way of price, compensation, or damage to the grantee or to any other person whomsoever, in respect

of any improvements which he or they may have made, or of any buildings, wells, materials or other things existing in or upon the said lands or any part thereof at the time of such revocation of this grant and resumption thereof.

(12) In the event of any dispute or disputes arising between the grantor and the grantee and their successors, representatives, and assigns or any of them as to the property and rights hereby reserved, or as to any matter incidental or in any way relating thereto, or as to any of the above terms and conditions, or as to any compensation payable under this deed of grant, or as to the true intent or purport thereof, or of any part or clause thereof, except as herebefore provided in clause 10, the decision in each case of the Commissioner for the time being of the Division (or of such other officer as may succeed to the duties of the Commissioner) shall be final and binding on both parties.

(13) The grantee shall be bound to be and to remain at all times of loyal behaviour and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the grantee shall be final, and, if the Local Government is of opinion that the grantee has committed a breach of this condition, it may resume the grant, or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the grantee may be liable under these conditions or otherwise.

In witness whereof the said parties have hereunto set their respective hands and seals the day and the year first above written.

Signed, sealed and delivered for  
and on behalf of the Secretary of State  
for India in Council by\_\_\_\_\_

(Sd.)

Collector of \_\_\_\_\_ District  
acting under the orders of His Excel-  
lency the Governor of the Punjab.

*Collector.*

Signed, sealed and delivered by the  
said\_\_\_\_\_

\_\_\_\_\_ in the presence of—  
\_\_\_\_\_

(Sd.).

Witnesses—  
\_\_\_\_\_  
\_\_\_\_\_

NOTE.—The deed is exempt from stamp duty but can be registered at the option of the grantee on payment of Re. 1.—*vide* Senior Secretary to Financial Commissioner's letter No. 809-C., dated 29th February 1933.

**SECTION 9.—DEED OF CONVEYANCE OF LAND GRANTED FOR CERTAIN PURPOSES IN RESPECT OF WHICH PROPRIETARY RIGHTS HAVE BEEN PURCHASED BY THE TENANTS IN COLONY VILLAGES.**

The general form prescribed in Punjab Government notification No. 837-C, dated the 1st March 1933, and reproduced in section 6 of Chapter I is also applicable in the Upper Chenab Colony.

**SECTION 10.—FORM OF NOTICE FOR THE SALE OF SHOP  
SITES IN COLONY VILLAGES.**

The general form prescribed in Punjab Government letter No. 838-C, dated the 1st March 1938, and reproduced in section 7 of Chapter I is also applicable in the Upper Chenab Colony.

# CHAPTER V—Upper Jhelum Colony

## Conditions and Forms.

### SECTION 1.—STATEMENT OF CONDITIONS.

The following table shows the three classes of tenants in the Upper Jhelum Colony, together with the notifications reproduced below *in extenso*, with which were issued statements of conditions governing their tenancies :—

Serial No.	Class of Tenants.	Notification of statement of conditions.	Page.
1	Mule-breeding lambardars ..	Punjab Government notification No. 131, dated 25th October 1915, as amended by Punjab Government notifications Nos. 5080, dated 21st February 1919 and 690-D, dated 26th January 1929.	173
2	Peasant tenants .. ..	Punjab Government notifications No. 133, dated 11th December 1916, as amended by Punjab Government notifications Nos. 5080, dated 21st February 1919, and 690-D, dated 26th January 1929.	179
3	Annual military reward grantees ..	Punjab Government notification No. 22887, dated 13th December 1918.	186
4	Tenancies of village sites for certain purposes.	Punjab Government notification No. 837-C., dated 1st March 1933.	191

*Note.*—Certain tenants transferred from the Lower Jhelum Colony hold their land on the conditions which will be found in Supplement No. III.

### (1) Mule-breeding Lambardars.

*Notification No. 131, dated the 25th October 1915.*—The following statement of conditions on which Government is willing to grant land to certain persons on the Upper Jhelum Canal for purposes of mule-breeding is published in accordance with section 10(2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

#### STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE UPPER JHELUM CANAL FOR THE PURPOSE OF ENCOURAGING MULE-BREEDING.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, and hereinafter referred to as “the Act aforesaid” and in accordance with section 10 (2) thereof.

Statement issued under the Colonization of Government Lands (Punjab) Act, 1912.



**Selection of tenants.**

2. No person shall be entitled as of right to become a tenant that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in the statement.

**Definitions.**

3. In this statement of conditions :—

- (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to, and designate the lands included in that tenancy ;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887 ;
- (e) "Superintendent" shall mean the officer appointed to superintend mule-breeding operations.

**Duration of tenancy.**

4. The tenancy granted under these conditions to a person who is not a village headman shall be for a period of ten years, and at the expiration of that period it shall determine. The tenant may apply to the Collector for the renewal of the tenancy and, if the Collector is of opinion that the tenant has satisfactorily fulfilled these conditions during his tenancy, he shall renew the tenancy for a period of ten years. Any tenant whose application for a renewal of the tenancy is refused by the Collector may appeal to the Commissioner.

A tenancy granted to a village headman shall continue until determine under clause 24 of this statement.

**No remissions on reallocated land.**

5. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 16 of these conditions nor shall he be entitled to any renewal or extension of the periods within which the land was to be brought under cultivation by the original tenant under clause 21.

**Exception of channels, rights to minerals, etc.**

6. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal ; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

**Government right of entry.**

7. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient

for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements.

Compensation for damage caused by exercise of Government rights.

9. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves, all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

Reservation of roads.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles, wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated, wherever the Collector considers this necessary in order to replace an existing thoroughfare.

10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of and finally to resume for the Government so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

Power to resume lands for roads, etc.

11. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 9 and 10 but in respect of any area so reserved no occupier's rates, land revenue, *malikana* or cesses shall be payable by the tenant.

No compensation for reservation or resumption of lands.

12. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

Cost of survey, demarcation, roads and culverts.

13. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them, when erected, in good repair to the satisfaction of the Collector.

Boundary marks.

Responsibilities of tenant with regard to crime.

14. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be, responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

\*14-A. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support, to the Government and its officers in any time of trouble or disorder. The decision of the Local Government, whether this condition has been violated by the tenant, shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

Tenancy liable to resumption on conviction of tenants.

15. If the tenant is ordered, under section 118 of the Code of Criminal Procedure, to execute a bond to be of good behaviour, [or is restricted to any area by an order under sections 7, 8 or 12 of the Punjab Habitual Offenders Act (Punjab Act, V of 1918)] or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy, and the Collector may order the resumption of his tenancy as provided in section 24 of the Act aforesaid.

Payment of land revenue and other charges.

16. The tenant shall pay, when due, in respect of the said lands, or any part thereof—

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and

all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Provided that the Local Government shall remit the whole of the demand on account of occupiers' rates, land revenue, *malikana* and cesses in respect of the first two harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Upper Jhelum Canal :

Provided, also, that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the Upper Jhelum Canal, and that his decision shall be final.

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\*This clause was added by Punjab Government notification No. 5080, dated 21st February 1919.

[ ] Added by Punjab Government notification No. 690-D, dated 26th January 1929. This addition applies only to grants made after the date of this notification.

17. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the collector directs that he be put in possession of a specified area of land. Permanent residence.

18. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allotable area of the estate have been put into possession of the tenants. Construction of drinking well.

19. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant, and may be sold by him. Trees and brushwood.

20. Subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, the tenant shall be entitled to all the products of the land other than those specified in clause 6 hereof. Position of mule-breeding tenant, with regard to improvements.

Without the permission in writing of the Collector, he may not make improvements on his tenancy.

Every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Irrigation Department.

21. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purpose for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of the commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Cultivation of lands.

22. If the tenant, being a village headman, fails to perform the duties of that office to the satisfaction of the Collector, the Collector may, if he thinks so fit, in lieu of dismissal, treat such failure as a breach of these conditions punishable under section 24 (a) of the Act. Special conditions of mule-breeding tenants.

23. (1) The tenant shall, within three years from the date of the commencement of the tenancy, produce a mare which is fit for breeding mules for the army, and which has been approved by an officer of Government appointed for the purpose and branded by him. The tenant shall regularly breed from the mare, utilizing only the services of a donkey stallion selected by the Superintendent.

(2) The tenant shall not sell or otherwise transfer the mare or any interest therein without the permission in writing of the Superintendent.

(3) The tenant shall not, without the permission in writing of the Superintendent, sell or otherwise transfer the progeny of the

mare or any interest therein except to Government until it has attained the age of 18 months.

(4) The tenant shall be bound to sell the progeny at any time before it has attained the age of 18 months to Government at such price as may be determined by the Superintendent within limits to be fixed by the Director-General, Army Remount Department, with the concurrence of the Financial Commissioner. If the progeny has attained the age of 18 months, and has not been purchased by Government, the tenant may dispose of it as he thinks fit.

(5) The tenant shall maintain and manage the mare and its progeny in such manner and at such place as shall be deemed satisfactory by the Superintendent, and shall at any time, when required to do so, produce the mare and its progeny for the inspection of any officer of Government appointed to inspect brood mares and young stock in the colony at such places as he may appoint.

(6) If any mare maintained by the tenant under the provisions and stipulations herein contained shall die or otherwise cease to be in his possession, or be found or become incapable of bearing foals fit for the use of the army, the tenant shall, within three months from the date of the happening of any such contingency, produce another mare fit for breeding mules for the army to be approved, branded, maintained, utilized for breeding, managed, produced, and in case of need replaced, as herein provided in respect of the mare furnished on allotment; and the same rules shall apply throughout the duration of his tenancy to all mares maintained hereunder and their progeny.

(7) The tenant shall, if so required, subscribe to an insurance fund for the replacement of mares at such rates and at such times as may be fixed by the Director-General, Army Remount Department, with the concurrence of the Financial Commissioner.

(8) The tenant shall, if so required by the Superintendent, permit the progeny to be hoof-branded.

24. Any tenancy granted on the conditions set forth in this statement shall determine—

(a) on the expiry of the lease under clause 4;

(b) on the decease of the tenant;

(c) on the tenant's ceasing to hold, either as proprietor or as a tenant of Government otherwise than under these conditions, land in the estate in which this tenancy is situated:

[*Explanation.*—Land included in the village site, whether occupied as a residence or otherwise, and land which has been mortgaged and made over to the possession of a mortgagee, shall not be deemed to be land for the purpose of this sub-clause.]

(d) on resumption of the lease ordered under section 24 of the Colonization of Government Lands (Punjab) Act, 1912, for a breach of the conditions herein set forth;

(e) on relinquishment of the tenancy by the tenant giving in writing to the Collector on or before the 15th day of January in any year notice of his intention to relinquish the tenancy at the end of the agricultural year than current ;

(f) if the tenant is a village headman, on his dismissal from, or resignation of, that office.

25. When any tenancy so determines, and the land held in accordance therewith is leased to another person, it shall be at the option of the outgoing tenant or his heirs, successors or assigns to require the incoming tenant to accept at the value that shall be placed thereon by the Collector the buildings and other improvements on the land, whether effected by the outgoing tenant or his predecessor, together with any agricultural cattle which, in the opinion of the Collector, are maintained and required for the cultivation of the tenancy and are not required solely for the cultivation of other land in the possession of the outgoing tenant, and also to accept, at the value that shall be placed thereon by the Collector, acting with the advice of an officer of the Army Remount Department appointed for that purpose, the branded mare which was maintained as a condition of the tenancy with any progeny below the age of 18 months.

26. In the event of any dispute arising between Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall, except as provided in clauses 16 and 25 be referred for the arbitration of the Commissioner of the Division, whose decision shall be final and conclusive between Government and the tenant.

Disputes.

## (2) Peasant Tenants.

*Notification No. 133, dated the 11th December 1916.*—The following revised statement of conditions on which Government is willing to grant land to certain persons on the Upper Jhelum Canal is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, 1912 :—

*(Punjab Government notification No. 76, dated the 26th May, 1915, is hereby cancelled.)*

### STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE UPPER JHELUM CANAL.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, and hereinafter referred to as "the Act aforesaid" and in accordance with section 10 (2) thereof.

Statement  
issued under  
the Coloniz-  
ation of  
Government  
Lands  
(Punjab) Act  
1912.

**Selection of tenants.**

2. No person shall be entitled as of right to become a tenant. That is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in the statement.

**Definitions.**

8. In this statement of conditions—

- (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to, and designate the lands included in that tenancy;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid;
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

**Occupancy rights.**

4. At or after the expiration of five years from the date of the commencement of the tenancy, the tenant, having duly paid all sums due to Government under the conditions hereinafter described, and having duly observed all the stipulations herein contained and to be by him observed, shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in the said lands :

Provided that the tenant shall hold and possess the said lands and every part thereof, subject for ever to all the provisions and stipulations herein contained.

**No remissions on reallocated land.**

5. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 16 of these conditions.

**Exception of channels, rights to minerals, etc.**

6. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

**Government right of entry.**

7. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purposes of searching for working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and

quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to Government to and over all mines and minerals, coals, gold-washings, earth-oil quarries and easements in or under the said lands and all parts thereof.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements. Compensation for damage caused by exercise of Government rights.

9. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves, all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector. Reservation of roads.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles, wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated, wherever the Collector considers this necessary in order to replace an existing thoroughfare.

10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of and finally to resume for Government so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith. Power to resume land for roads, etc.

11. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 9 and 10 but in respect of any area so reserved no occupier's rates, land revenue, *malikana*, or cesses shall be payable by the tenant. No compensation for reservation or resumption of lands.

12. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively. Cost of survey, demarcation, roads and culverts.

13. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them, when erected, in good repair to the satisfaction of the Collector. Boundary marks.



**Responsibilities of tenant with regard to crime.**

14. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be, responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

**Tenancy liable to resumption on conviction of tenants.**

15. If the tenant is ordered, under section 118 of the Code of Criminal Procedure, to execute a bond to be of good behaviour [ or is restricted to any area by an order under section 7, 8 or 12 of the Punjab Habitual Offenders Act (Punjab Act V of 1918) ], or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy, and the Collector may order the resumption of his tenancy as provided in section 24 of the Act aforesaid.

15-A.\* The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government, whether this condition has been violated by the tenant, shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

**Payment of land revenue and other charges.**

16. The tenant shall pay, when due, in respect of the said lands, or any part thereof—

- (1) all land revenue assessments, occupier's rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and

all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Provided that the Local Government shall remit the whole of the demand on account of occupier's rates, land revenue, *malikana* and cesses in respect of the first two harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Upper Jhelum Canal :

Provided, also, that the Collector shall decide which is the first harvest gathered from the land of any tenancy cultivated by means of irrigation from the aforesaid canal, and that his decision shall be final.

[ Added by Punjab Government notification No. 690-D, dated 26th January 1929. This addition applies only to grants made after the date of this notification.

\*This clause was added by Punjab Government notification No. 5080, dated 21st February 1919.

17. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land and within one year of the same date he shall build a house to the satisfaction of the Collector on a site allotted by the Collector or (with the permission of the Collector) on his own land : Permanent residence.

Provided that, when the tenancy is held jointly by two or more persons, the Collector may, for sufficient reason, excuse any of such joint holders from personal residence in the estate.

17-A. In the case of a tenant who has not received a right of occupancy in his tenancy under clause 4 of these conditions, the Collector may, with or without the consent of the tenant, upon offering to the tenant, in exchange, an area in any colony as nearly as may be equal in value to the lands of the tenancy, resume the said lands. Any land so received in exchange by the tenant shall be deemed to be held on the same conditions and subject to the same obligations as the resumed lands. The Government shall pay to the tenant compensation for improvements effected by him in the resumed lands. Compulsory exchange of tenancy.

18. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allotable area of the estate have been put into possession of the tenants. Construction of drinking well.

19. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant, and may be sold by him. Trees and brushwood.

20. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in clause 6 hereof : Improvements.

Provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

21. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purpose for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of the commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Cultivation of lands.

22. The tenant shall not, without the permission of the Collector, recorded in writing, cultivate the said lands or any part thereof Prohibition of local tenants.

by means of any person who during the previous two years shall have cultivated non-colony lands in the Gujrat or Shahpur district.

Disclosure  
of status of  
Government  
servants and  
previous  
grant of  
land.

23. The tenant is bound—

- (1) if he is in the service of Government or is a pensioner, and has not been selected by the military authorities as such ; or
- (2) if he, or any other member of his family to whose property he has succeeded in whole or part or will succeed if he survives him, has previously received from Government any grant of land ;

to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment. In this clause the expression " member of his family " means any descendant of the paternal grandfather of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record-of-rights as that of a share-holder joint with the tenant in any holding.

Purchase of  
proprietary  
rights by  
peasant  
grantees.

\*24. (1) Upon the expiry of five years from the conferment under clause 4 of a right of occupancy in the said lands, or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to Government under the provisions of the said conditions, and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from Government the proprietary right in the said lands, and, in the event of any purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition, purchase from Government the proprietary right in the lands granted to him as such tenant, as aforesaid shall be as follows, namely :—

*Firstly*, that the tenant shall duly pay to Government as purchase-money for the said lands a sum equal to half the market value at the time of allotment of the said lands to be fixed by the Financial Commissioner, whose decision shall be final : provided that the sum so fixed as purchase money shall not exceed the amount yielded by a rate of Rs. 100 per acre.

*Secondly*, that the tenant shall not acquire any proprietary or other right, not conferred upon him as a tenant by the conditions contained in this statement of conditions and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase-money shall have been duly paid and discharged in the manner hereinbefore provided.

*Thirdly*, provided that the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—

- (a) gross or reported encroachments on the *charagah*, unallotted village site or public roads or thoroughfares ;
- (b) grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses, the heaping of manure within compounds instead of outside the village, the making of village tanks in places other than those indicated by competent authority ;
- (c) persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired, if otherwise allowable, when the defect for which it has been withheld has been remedied.

*Fourthly*, provided also that the Collector may withhold proprietary rights from the tenants of any estate in which the state of crime is such as, in his opinion, to disentitle the villagers to the concession.

*Fifthly*, provided also that proprietary right may also be withheld from the tenant of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application if there is reason to believe that such breach was wilfully caused by residents of the estate.

(3) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any lands from Government and shall have duly paid the whole of the purchase-money therefor to Government and shall have complied with all the terms and conditions hereinbefore provided, in that behalf, Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring that proprietary right so purchased to the purchaser, and the purchaser shall thereupon in respect of the land so purchased, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 6, 7, 8, 9, 13 and 25 of this statement, by which and by the provisions of Punjab Act V of 1912 applicable to proprietors of lands, he shall continue to be bound.

(4) A tenant who has acquired proprietary rights in this tenancy will also receive proprietary rights in the land allotted to him in the village site on payment at the same rates as for the tenancy.

**Disputes.**

25. In the event of any dispute arising between Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall, except as provided in clauses 16 and 24 be referred for the arbitration of the Commissioner of the Division, whose decision shall be final and conclusive between Government and the tenant.

### (3) Annual Military reward grantees.

*Notification No. 22887, dated the 13th December 1918.*—The following statement of conditions on which Government is willing to grant land to persons selected by the Army Department of the Government of India for military reward grants on the Lower Bari Doab, Upper Chenab and Upper Jhelum Canals, is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act V of 1912 :—

#### STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE LOWER BARI DOAB, UPPER CHENAB AND UPPER JHELUM CANALS.

Statement  
issued under  
the Coloniza-  
tion of  
Government  
Lands  
(Punjab) Act,  
1912.  
Definitions.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, and hereinafter referred to as "the Act aforesaid" and in accordance with section 10 (2) thereof.

2. In this statement of conditions—

- (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to, and designate the lands included in that tenancy ;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;
- (d) "improvements" shall be deemed to mean improvements, as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

3. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 13 of these conditions.

No remissions  
on reallocated  
land.

4. The Local Government does not grant to the tenant but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal ; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by Government in respect of the said lands or any part thereof. Exception of channels, rights to minerals, etc.

5. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary to expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights heretofore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof. Government right of entry.

6. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 4 and clause 5 other than existing rights of way and water and other easements. Compensation for damage caused by exercise of Government rights.

7. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves, all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector. Reservation of roads.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles, wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated, wherever the Collector considers this necessary in order to replace on existing thoroughfare.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of and finally to resume for Government so much of the said land as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith. Power to resume land for roads, etc.

9. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 7 and 8 but in respect of any area so reserved no occupier's rates, land revenue, *malikana*, or cesses shall be payable by the tenant. No compensation for reservation or resumption of lands.

10. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of Cost of survey, demarcation, roads and culverts.

the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

**Boundary marks.**

11. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them, when erected, in good repair to the satisfaction of the Collector.

**Responsibilities of tenant with regard to crime.**

12. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be, responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

12-A. The tenant shall be bound to be and to remain, at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government, whether this condition has been violated by the tenant, shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

**Payment of land revenue and other charges.**

13. The tenant shall pay, when due, in respect of the said lands, or any part thereof—

- (1) all land revenue assessments, occupier's rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and

all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Provided that the Local Government shall remit the whole of the demand on account of occupier's rates, land revenue, *malikana*, and cesses in respect of the first two harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab and Upper Jhelum Canals and shall remit the whole demand on account of occupier's rates, in respect of the first two harvests and in the case of colonists from districts other than Montgomery, Multan, Lyallpur, Gujranwala, and Lahore for the first four harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal : and shall remit the whole

demand on account of occupier's rates, land revenue, *malikana*, and cesses in respect of the first harvest gathered from the lands of the tenancy when cultivated by means of irrigation from the Upper Chenab Canal :

Provided, also, that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the aforesaid canals, and that his decision shall be final.

14. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allottable area of the estate have been put into possession of the tenants. Construction of drinking well.

15. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant, and may be sold by him. Trees and brushwood.

16. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified as clause 4 hereof : Improvements.

Provided that no water-course shall be made on a plan or in a position not approved by the irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

17. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of the commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Cultivation of lands.

18. The tenant shall not, without the permission of the Collector, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan district, if the tenancy is on the Lower Bari Doab Canal, or in the Gujrat or Shahpur district, if the tenancy is on the Upper Jhelum Canal. Prohibition of local tenants.

19. If the tenant has previously received from Government any grant of land, he is bound to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment. Disclosure of status of Government servants and previous grant of land.



Grant of  
proprietary  
rights to  
annual Mili-  
tary reward  
grantees.

\*20. (1) Upon the expiry of ten years from the date of the commencement of the tenancy, or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to Government under the provisions of the said conditions, and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to receive free of cost from Government the proprietary right in the said lands, and, in the event of any such grant being duly carried into effect and completed, the grantee and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf :

Provided that the Collector may refuse to allow the acquisition of proprietary rights to the tenant if any of the following faults or defects are found to exist in the said lands or any site purchased under clause 20 (3) :—

- (a) gross or repeated encroachments on the *charagah*, unallotted village site or public roads or thoroughfares ;
- (b) grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses, the heaping of manure within compounds instead of outside.

But proprietary right may in such cases be acquired, if otherwise allowable, when the defect for which it has been withheld has been remedied ;

¶ Provided also that the Collector may withhold proprietary right<sup>s</sup> from the tenants of any estate in which the state of crime in such as, in his opinion, to disentitle the villages to the concession.

Provided also that proprietary right may also be withheld from the tenant of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application for the grant of proprietary rights if there is reason to believe that such breach was wilfully caused by the tenant or any of the sub-tenants of the said lands.

(2) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have received the proprietary right in any lands from the Government and shall, have complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, valid conveyance granting, conveying and assuring the proprietary right so received to the grantee, and the grantee shall thereupon in respect of the land so received, cease to be subject to the conditions herein contained, with

\*See also Punjab Government letter No. 4064-C, dated 20th December 1930, at page 189.

the exception of conditions Nos. 4, 5, 6, 7, 11, 13 (1) and 21 of this statement, by which and by the provisions of Punjab Act V of 1912 applicable to proprietors of lands, he shall continue to be bound.

(3) A tenant who has acquired proprietary right in his tenancy may also purchase proprietary rights in the land allotted to him in the village site on payment at the average rate paid or payable for residential sites by other Government tenants in the village.

21. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights, hereby reserved to Government or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall, except as provided in clause 13 be referred for the arbitration of the Commissioner of the Division, whose decision shall be final and conclusive between Government and the tenant. Disputes.

**(4) Statement of conditions on which Government is willing to grant tenancies of village sites for certain purposes:**

The statement of conditions published in Punjab Government notification No. 837-C., dated the 1st March 1933, and reproduced in section 5 of Chapter I is also applicable in the Upper Jhelum Colony.

No. 4064-C, dated Lahore, the 20th December 1930.

From—A. C. MACNABB, Esq., I.C.S., Senior Secretary to the Financial Commissioners and Deputy Secretary to Government, Punjab, Development Department,

To—The Commissioner, Rawalpindi Division.

**SUBJECT :—***Sale of proprietary rights to the various classes of grantees in the Upper Jhelum Canal Colony, Gujrat district.*

WITH reference to your letter No. 912-Finl., dated the 16th October, 1929, I am directed to intimate that the Governor in Council has decided to proceed forthwith with the sale of proprietary rights to the various classes of grantees in the Upper Jhelum Canal Colony, Gujrat district, on the terms noted below.

2. Persons holding grants Nos. 1—9, as given in paragraph 1 of the

1. Military peasant grants.
2. Military reward grants.
3. Preferential reward grants (for help rendered in criminal administration).
4. Compensatory grants (grants in compensation for the land acquired for protective works at Khanki or for the construction of the canal, and for the land washed away by the river).
5. Landed-gentry grants.
6. Recruiting grants.
7. Official and ex-official grants.
8. Special grants.
9. Civil grants.

letter under reference, and as noted in the margin may purchase at any time proprietary rights at a flat rate of Rs. 100 per acre. The purchase price will be paid in 20 (twenty) half-yearly instalments of Rs. 5 each, payable with the half-yearly instalments of land revenue.

3. As regards the Annual Military Jagir grantees, I am to point out that since they receive proprietary rights free of all charges, and no question of Nazrana and *Malikana* arises, the Deputy Commissioner, Gujrat, should therefore be instructed to expedite the grant of such rights to them.

4. In connection with the Zakhiradar and Darakhtpal grantees, I am to invite your attention to my letter No. 3339-C., dated October 31st, 1930, wherein it was decided that the Zakhiradars in the Upper Jhelum Canal Colony should be dealt with in the same way as the similar grantees in the Lower Jhelum Canal Colony. If proprietary rights are to be granted to them they will be permitted to purchase proprietary rights at Rs. 100 an acre the purchase price being paid on the same terms given in paragraph 2 above.

5. The deed of conveyance to be executed after the purchase of these rights, received with your letter under reply has been approved in general. The Governor in Council is also pleased to agree with you that the Commissioner should arbitrate between the Local Government (including the Financial Commissioners) and the tenants. Clause 12 of the deed of conveyance has been modified accordingly.

6. In connection with your proposal to incorporate a "Loyalty clause" in the deed of conveyance I am to point out that under paragraph 215 of the Colony Manual, volume I, and clause 24 (3) of the Upper Jhelum Canal peasant conditions on page 270\* of the Colony Manual, Volume II, there can be no loyalty clause in the deeds of sale in the Upper Jhelum Canal Colony.

7. I am to add that as already intimated in my circular letter No. 1041-C., dated the 8th November, 1929, the grantees should bear the cost of execution, stamping and registration of the conveyance deeds.

8. The grantees will continue for the present to pay *malikana* at the rate of Re. 1 per acre allotted until the purchase money is paid in full. But this rate is liable to periodical enhancement. The Punjab Government reserves to itself the right to fix from time to time such rates as it thinks fit, *vide* condition No. 16, of the conditions governing the tenancies.

9. Arrangements are being made to have the deed of conveyance printed and forwarded to you.

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\* 1926 edition.

**SECTION 2.—FORMS OF CONVEYANCE OF SITES IN TOWNS,  
ETC.**

The General forms prescribed in Punjab Government letter No. 139-S. (Rev.), dated the 26th May, 1916, and reproduced in supplement No. IV are applicable in cases of sales of sites in towns in this colony.

**SECTION 3.—DEED OF CONVEYANCE FOR AGRICULTURAL  
LAND IN WHICH PROPRIETARY RIGHTS HAVE BEEN  
ACQUIRED BY THE TENANTS TO WHOM NO SUCH PROMISE  
WAS MADE IN THE CONDITIONS OF ALLOTMENT.**

The general form prescribed for use in all canal colonies in the Punjab except Chunian, Lower Chenab and Lower Jhelum colonies and reproduced in section 5 of chapter IV is applicable in this colony.

**SECTION 4.—FORMS OF THE TEMPORARY CULTIVATION  
LEASES.**

The general forms prescribed for use in all canal colonies in the Punjab except the Nili Bar and the new extensions of the Lower Chenab Colony and reproduced in Section 4 of Chapter I are applicable in this colony.

**SECTION 5.—DEED OF CONVEYANCE FOR AGRICULTURAL  
LAND IN WHICH A FREE GRANT OF PROPRIETARY RIGHTS  
HAS BEEN MADE.**

The general form prescribed for use in all canal colonies in the Punjab and reproduced in section 7 of Chapter IV is also applicable in this colony.

**SECTION 6.—DEED OF CONVEYANCE OF LAND GRANTED FOR  
CERTAIN PURPOSES IN RESPECT OF WHICH PROPRIETARY  
RIGHTS HAVE BEEN PURCHASED BY THE TENANTS IN  
COLONY VILLAGES.**

The general form prescribed in Punjab Government notification No. 837-C, dated the 1st March 1933, and reproduced in section 6 of Chapter I is also applicable in the Upper Jhelum Colony.



**SECTION 7.—FORM OF NOTICE FOR THE SALE OF SHOP SITES  
IN COLONY VILLAGES.**

The general form prescribed in Punjab Government letter No. 898-C, dated the 1st March 1938, and reproduced in section 7 of Chapter I is also applicable in the Upper Jhelum Colony.

# CHAPTER VI.—Conditions and forms applicable to other areas brought under the Colonization Act.

## STATEMENTS OF CONDITIONS.

### 1. Statement of conditions governing grants of land in Rakh Serai Amanat Khan, Amritsar district.

*(Sanctioned in Punjab Government letter No. 804-2-00-1-10488, dated 16th August 1924.)*

1. This statement of Conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred as to "the Act aforesaid" and in accordance with section 10 (2) thereof.

2. No person shall be entitled as of right to become a tenant that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

3. In this Statement of Conditions :—

(a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the land included in that tenancy ;

(b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in sections 10 (3) and (4) of the Act aforesaid confirming the allotment ;

(c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;

(d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

4. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands—(1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal ; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

5. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away, any such mines or minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights herebefore reserved to the Government to and over all mines and minerals coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

6. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 4 and clause 5 other than existing rights of way and water and other easements.

7. The Local Government does not grant to the tenant but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding the square of 27 acres (approximately) wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector be required for the constructions, repairs or maintenance of railways, roads, water-courses, or any works connected therewith.

9. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 7 and 8, but in respect of any area so reserved no occupier's rates, land revenue, *malikana*, or cesses shall be payable by the tenant.

10. The tenant shall be chargeable with the whole of the cost of the the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate and also with the costs of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

11. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

12. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages or under any track law or rules for the time being in force in the Punjab.

13. If the tenant is ordered, under section 118 of the Code of Criminal Procedure, to execute a bond to be of good behaviour, or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

14. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that tenant has committed a breach of this condition it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

15. The tenant shall pay, when due, in respect of the said lands or any part thereof—

- (1) all land revenue assessments, occupier's rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint.

16. The tenant may sink wells, make water-courses, plant trees, built houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 6 thereof : Provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

17. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date.

18. (1) Upon the expiry of five years from the date of the commencement of the tenancy or at any time thereafter, during the continuance of the tenancy, the tenant shall, if during the continuance of the

tenancy, he shall have duly complied with and observed each and all of the conditions in this Statement of Conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from the Government the proprietary right in the said lands, and in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the lands granted to him as such tenant, as aforesaid, shall be as follows, namely:—

*Firstly*, that the tenant shall duly pay to the Government as purchase money for the said lands an amount yielded by a rate of Rs. 100 per acre :

*Secondly*, that the tenant shall not acquire any proprietary or other right, not conferred upon him as a tenant by the conditions contained in this Statement of Conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase money shall have been duly paid and discharged in manner hereinbefore provided :

*Thirdly*, that the Collector may refuse to all the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—

- (a) Gross or repeated encroachment of the *charagah*, unallotted village site or public roads or thoroughfares.
- (b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses, the heaping of manure within compounds instead of outside the village, the making of village tanks in places other than those indicated by competent authority.
- (c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired, if otherwise allowable when the defect for which it has been withheld has been remedied.

*Fourthly*, that the Collector may withhold proprietary rights from the tenant's of any estate in which the state of crime is such as in his opinion to disentitle the villagers to the concession.

*Fifthly*, that proprietary rights may also be withheld from the tenants of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application if there is reason to believe that such breach was wilfully caused by residents of the estates.

(3) When any tenant shall under the provisions and in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any lands from the Government and shall have duly paid the whole of the purchase money therefor to the Government and shall have complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser, his heirs and legal representatives shall thereupon in respect of the land so purchased, cease to be subject to the conditions herein contained with the exception of conditions Nos. 4, 5, 6, 7, 11, 14 and 15 (1) of this statement by which and by the provisions of the Act aforesaid, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy may also purchase proprietary right in the land, if any, allotted to him in the village site on payment at the rate of Rs. 100 per acre.

19. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto, or as to any of the conditions of tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall except as provided in clauses 14 and 21, be referred for the arbitration of the Commissioner of the Division, whose decision shall be final and conclusive between the Government and the tenant.

## **2. Statement of conditions on which Government is willing to grant land in Rakhs Nag and Bhoru in Amritsar District.**

*Notification No. 2062-C., dated the 9th May 1932.*—The following statement of conditions on which Government is willing to grant land in Rakhs Nag and Bhoru in Amritsar district is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, 1912 :—

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912 (hereinafter referred to as "the said Act") and in pursuance of the provisions of sub-section (2) of section 10 thereof.

Conditions issued under Colonization of Government Lands (Punjab) Act, 1912.

Selection of  
tenants.

2. No person shall be entitled as of right to become a tenant, that is to say, the local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

Definitions.

3. In this statement of conditions—

- (a) “ the lands ” and “ the said lands ” shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the land included in that tenancy ;
- (b) “ the date of the commencement of the tenancy ” means the date of the written order referred to in sub-sections (3) and (4) of section 10 of the said Act, confirming the allotment ;
- (c) “ Collector ” and “ Commissioner ” shall have the meanings assigned to them in section 3 of the said Act ;
- (d) “ improvements ” means improvements as defined in sub-section (19) of section 4 of the Punjab Tenancy Act, 1887.

Sinking of  
well for  
irrigating  
lands.

4. Each tenant shall within four years from the date of commencement of the tenancy construct a well, to the satisfaction of the Collector, capable of irrigating the tenancy.

Occupancy  
rights.

5. (1) A tenant who has duly constructed a well as prescribed in the preceding section and has further paid in all sums due to Government under the conditions hereinafter described and has observed all the stipulations herein contained and to be by him observed, shall be entitled to receive a Sanad conferring upon him the right of occupancy in the lands composing his tenancy ; provided that the tenant shall hold and possess the said lands and every part thereof, subject for ever to all the provisions and stipulations herein contained :

Provided also that the Collector may refuse to allow the acquisition of occupancy rights by all or any of the tenants of any estate if for reasons to be recorded in writing he finds that—

- (a) there have been in the estate gross or repeated encroachments on the *charagah*, unallotted village site, or public roads or thoroughfares, or
- (b) the condition of the estate is grossly insanitary ; or
- (c) there has been a persistent neglect of arboriculture in the village site.

*Explanation.*— The existence of a borrow-pit within the compound of a house, or of a heap of manure within a village site, or of a tank in a place other than a place indicated for the purpose of a tank by competent authority shall be deemed to be proof that the estate concerned is in a grossly insanitary condition for the purpose of this clause.

(2) When a Collector has under the provisions of clause (1) of this condition refused to allow occupancy rights to be acquired he may, notwithstanding such refusal, allow them to be acquired after the encroachment, insanitary state or neglect, as the case may be, has been removed.

6. When any person is granted a tenancy in accordance with these conditions in respect of land which has already been subject of a previous tenancy under this or any other statement of conditions issued under the Act, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under the conditions of his tenancy.

No remissions on re-allotted land.

7. The Local Government does not grant to the tenant but hereby absolutely excepts and reserves to itself, out of and in respect of the said lands, all existing rights to and over all mines and minerals, coals gold-washings, earth-oil, and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

Reservations by Government.

8. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coal, gold-washings, earth-oil and quarries and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coal, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Power of Government entry.

9. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 7 and clause 8 other than existing rights of way and water and other easements.

Compensation for damage occasioned by exercise of Government's powers.

10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time in the opinion of the Collector be required for the construction, repairs, or maintenance of railways, roads, canals, distributaries, and water-courses or any works connected therewith.

Power to resume land for roads, etc.

11. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clause 10, but in respect of any area so reserved no land revenue, *malikana* or cesses shall be payable by the tenant.

No compensation for reservation or resumption of lands or roads.

12. The tenant shall be chargeable with the whole of the survey and demarcation of said lands, together with his share of the cost of the roads necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads in proper repair. The amounts of such charges as determined by Government, or by the Collector in the case of repairs or roads shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

Cost of survey, demarcation of roads.

13. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct

Boundary marks.



boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Responsibilities of tenant with regard to crime.

14. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Obligation of loyalty.

15. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

Payment of rent.

16. (i) The tenant will pay the yearly rent reserved in two equal half-yearly instalments at  $\frac{\text{Amritsar}^*}{\text{Tarn Taran}}$  on the day fixed for the payment of the half-yearly instalment of land revenue ..... the first instalment to be paid with the instalment for the ..... harvest 193 .

(ii) The tenant will pay when due, all rates and cesses chargeable on the land, and also all charges (other than penalties), at any time leviable under chapter VIII of the Punjab Land Revenue Act, 1887, in respect of the land granted to him. The words "rates" and "cesses" in this clause have the same meaning as in the Punjab Land Revenue Act, 1887. For the purpose of determining the amount of rates and cesses payable under this clause, the amount of the yearly rent, viz., Rs. 5 annas 4

shall be considered to consist of  $\frac{\text{rupee 1 annas 12}}{\text{rupee 1 annas 6}}$  land revenue and  $\frac{\text{rupees 3 annas 8}}{\text{rupees 2 annas 12}}$  manikana.

Provided always that the rent herein prescribed may be revised whenever the settlement of land revenue of  $\frac{\text{Amritsar}}{\text{Tarn Taran}}$  tahsil is being revised.

All payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Provided that for the first three years beginning from the date of the tenancy, at Rs. 3-8-0 and Rs. 2-12-0 per acre inclusive for the areas

\*Rakh Nag

Rakh Bhoru.

in Rakhs Nag and Bhoru, respectively, and then for two years more the rent fixed above shall be payable on such area only as may have been returned as matured during the crop inspection.

Thereafter the rent shall be chargeable on the whole area allotted for agricultural purposes.

17. The tenant shall take up his residence permanently in the estate in which the said lands are situated within 6 months of the date on which the Collector directs that he be put in possession of his specified area of land, and within one year of the same date he shall build a residential house to the satisfaction of the Collector on a site allotted by the Collector or (with the permission of the Collector) on his own land. Residence of tenant or members of his family.

18. In the case of a tenant who has not received a right of occupancy in his tenancy under clause 5 of these conditions the Collector may, with or without the consent of the tenant, upon offering to the tenant, in exchange, an area in any colony as nearly as may be equal in value to the lands of the tenancy, resume the said lands. Any land so received in exchange by the tenant shall be deemed to be held on the same conditions and subject to the same obligations as the resumed lands. The Government shall pay to the tenant such compensation as it may consider reasonable for improvements by him in the resumed lands. Compulsory exchange of lands of tenancy.

19. All trees and brushwood on the said lands not removed by the Forest Department prior to allotment shall be at the absolute disposal of the tenant and may be sold by him. Trees and brushwood.

20. The tenant may sink wells, make water-courses, plant trees and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in cause 7 hereof. Improvements.

21. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within four years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Cultivation of lands.

22. The tenant is bound—

- (1) if he is in the service of Government or is a pensioner and has not been selected by the Military Authorities as such, or
- (2) if he, or any other member of his family to whose property he has succeeded in whole or part or will succeed if he survives him has previously received from Government any grant of land,

Disclosure of status of Government servant and previous grant of land;

to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment.

In this clause the expression " member of his family " means any descendant of the paternal grand-father of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record of rights as that of a share-holder joint with the tenant in any holdings.

**Proprietary rights.**

28. (1) Upon or after the expiration of 5 years from the conferment under condition 5 of right of occupancy in the said land during the continuance of the tenancy, the tenant shall, if he has during the continuance of the tenancy duly complied with and observed each and all of the conditions in this statement of conditions contained and has duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them, but subject always to the terms and conditions herein-after in that behalf made and provided, be entitled to purchase from the Government the proprietary right in the said lands, and in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of malikana, but subject to the due and regular payment of the land revenue and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

(2) The terms and conditions upon which the tenant may, in the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the land granted to him as such tenant, as aforesaid, shall be as follows, namely :—

*Firstly.*—That the tenant shall duly pay to the Government as purchase money for the said lands a sum calculated at the rate of Rs. 150 per acre for the whole of the allotted area.

*Secondly.*—That it shall be open to the tenant to pay the amount afore-mentioned payable for the purchase of proprietary right in forty equal half-yearly instalments of Rs. 8-12-0, per acre, provided always that it shall be open to the tenant to pay the sum fixed in a shorter period.

*Thirdly.*—That the tenant shall not acquire any proprietary or other right, not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase money shall have been duly paid and discharged in the manner hereinbefore provided.

*Fourthly.*—Provided also that the Collector may withhold proprietary rights from the tenants of any estate in which the state of crime is such as in his opinion to disentitle the villagers to the concession.

(3) When any tenant has, under the provision and in pursuance of the preceding clauses of this condition, purchased the proprietary right

in any lands from the Government, and has duly paid the whole of the purchase money therefor to the Government, and has complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained with the exception of conditions Nos. 7, 8, 9, 13, 15 and 21 by which and by the provisions of the Colonization of Government Lands (Punjab) Act, 1912, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rates as for the tenancy.

24. In the event of any dispute arising between the Govern- Arbitration.  
ment and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall, except as provided in clauses 16 and 23, be referred for the arbitration of the Commissioner of the division, whose decision shall be final and conclusive between the Government and the tenant.

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