THE

COLONY MANUAL

VOLUME II

1966

STANDARD CONDITIONS AND FORMS)
THE COLONY MANUAL

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- 1966 -

(STANDARD CONDITIONS AND FORMS)

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Vested grants have also been made on these conditions in connection with criminal assistance, no. to Government.

The statements of conditions, applicable to the above tenancies, issued under section 4 of the Government Tenants (Punjab) Act, 1896, (1 to 15) and section 10 (2) of the Colonization of Government Lands (Punjab) Act, 1912 (16 to 30) are reproduced below in extenso:

1. **Rakhr Branch Peasants.**

Written in inadequate text, not clearly legible.
PREFACE TO THE SECOND EDITION.

1. The first edition of the Colony Manual, Volume II, was published in 1940. Since then many changes have been made in the existing standard forms of conditions and the forms of deeds, etc., and many new standard forms of deeds have been prescribed. All these have necessitated the revision of this book. By incorporating all the forms, etc., the book has been brought up-to-date.

2. Where applicable the statements of conditions and forms of deeds etc., contained in this volume, should invariably be used in preference to those formerly prescribed and contained in the supplements to the Colony Manual.

S. A. M. Khan, C. S. P.,

Dated: — 28-8-1966

Members, Board of Revenue,

West Pakistan.
PREFACE TO THE FIRST EDITION

Since the constitution of a separate branch in the Financial Commissioners’ office dealing with Colonies, most of the important conditions and forms have been standardized for all colonies in the Province. These have, therefore, been collected into a single volume. Those conditions and forms formerly prescribed for individual colonies are incorporated in the supplements to this Manual. Where applicable, the forms contained in this volume should invariably be used in preference to those formerly prescribed and contained in the supplements.

W. F. G. Le BAILLY.

Development Secretary to the Financial,

Commissioners, Punjab.

Dated the 4th October, 1940.
GENERAL CONDITIONS AND FORMS APPLICABLE TO ALL CANAL COLONIES.

SECTION I.

GENERAL STATEMENTS OF CONDITIONS.

(1) General Colony Conditions.

(Punjab Government notification No. 5782-C., dated the 26th June, 1938 as amended by Punjab Government notifications Nos. 1342-C., dated the 8th March, 1939, 1682-C., dated the 17th April, 1941, 115-C., dated the 7th January, 1942 and 1874-C., dated the 20th April, 1942.)

In exercise of the powers conferred by section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor of the Punjab is pleased to direct that all future grants of land to which the Act has been applied (other than tenancies specified in Schedule I of the Act or decided to be scheduled under section 4 of the Act), shall be subject to the following terms and conditions, so far as they may be applicable thereto and save in so far as they may be expressly modified or abrogated by any further statement of conditions applicable to any particular class of land or any class of persons.---

General Colony Conditions, 1938.

1. This statement of conditions shall be called the General Colony Conditions, 1938.

Short title.

General terms for grant of an interest in land.

2. (1) Whenever an interest is granted in land, the grantee shall pay all rates (including occupiers' rates and acreage rate), taxes, charges (including land revenue, if assessed) and other outgoings which may be imposed or become payable in respect of the land either by the owner or by the occupier thereof.

Outgoings and Payments by way of land revenue.

(2) When the grant relates to land which has not been assessed to land revenue, but the terms of the grant direct that a sum shall be paid in the manner provided for the payment of land revenue, or that a portion of the rent shall be treated as land revenue or shall be deemed to be land revenue, then the grantee shall—

(a) pay the sum or portion of the rent so specified at the same time and in the like manner as land revenue is paid, subject to the same general orders of Government as those to which
payment of land revenue for the assessment circle is subject, and
(b) pay to Government or as the Collector may direct, a sum equivalent to any rates or cesses which would have been payable if the land had been assessed to land revenue at a rate equivalent to the sum or portion of the rent so specified.

Grant to include easements, etc.
3. Every grant shall be deemed to include the exercise and use of all rights, easements and appurtenances belonging and appertaining to the land, except as otherwise provided.

Special Terms Applicable to Tenancies.

Period and rent.
4. When no period is specified in the special conditions applicable to a tenancy, the tenancy shall continue until it is determined by operation of law or in accordance with the general or special conditions applicable thereto; and when no rent is specified in the special conditions, the rent shall be such sum as may be prescribed by the Punjab Government by general or special order from time to time.

Privileges of tenants of agricultural land.
5. When a tenancy is granted for agricultural purposes, the tenant may, unless otherwise provided in the special conditions applicable to the tenancy—
(a) take to himself all natural products growing on the surface of the land, including trees and shrubbery,
(b) sink wells, construct watercourses subject to the restrictions hereinafter contained, plant trees and make such other improvements as may be necessary for the purposes of cultivating the land to the best advantage.

Payment of rent for agricultural tenancies.
6. (1) When any tenancy is granted for agricultural purposes, and the rent is payable by seasons, the rent for each season shall be paid on the same date as that on which the installment of land revenue for that season in the tahsil in which the land is situated is payable.

(2) The rent shall be paid during working hours at the nearest Government Treasury or sub-treasury or such other place as the Collector may from time to time appoint.

Exceptions and Reservations.
7. All grants, whether by way of tenancy or conferment of proprietary rights or otherwise, shall be subject to the following exceptions and reservations:

Mineral rights.
(1) No grant, unless it is otherwise specifically provided, shall be interpreted as creating or transferring any rights in minerals whatsoever, but such rights shall be deemed to have been expressly excepted and reserved to the Crown with liberty to search for, work and remove any minerals existing on, over or below the land to which the grant relates, in as full and ample a way as if the grant had not been made; and for the full discovery, enjoyment and use of the rights in minerals so reserved, it shall be lawful for Government through its authorised agents or assigns or for any officer of the Crown duly authorised in that behalf to enter the land and occupy it temporarily.

(2) Unless it is otherwise specifically provided, the following Areas excluded shall be deemed to have been expressly excluded from every grant:
(a) all rivers and streams, with their beds and banks;
(b) all watercourses and drainage channels;
(c) all public thoroughfares existing on the land at the time when the grant is made, together with any roads or paths which may be shown as proposed for construction on a plan attached to the instrument of grant, if any; and for the protection and maintenance of any property so excluded, it shall be lawful for Government through its authorised agents to enter upon the land and make such use thereof as may be necessary.

8. When a grant is made for agricultural purposes, Government reserves the right to create a public right of way not exceeding three karams in width across the land wherever this may be considered desirable in the public interest by the Collector or to construct a water-course or alter an existing watercourse, wherever this may be considered desirable by the Collector or after consultation with the Divisional Canal Officer.

OBLIGATIONS OF THE GRANTEES.

9. The grantee shall be and remain bound by the following obligations and shall be deemed to have entered into a covenant for their due performance and observance:

Prompt payment.
(1) To make payment of the rent instalments or any other payments which are payable to or on behalf of Government under the grant on or before the dates on which they fall due.

Use of land.
(2) If the land is granted for a particular purpose, not to make permit or suffer any other use of the land than such uses as are provided in the grant or are ordinarily subservient thereto.

Against injury.
(3) Not to do or suffer to be done any act inconsistent with or injurious to any of the rights excepted and reserved to Government.

Entry.
(4) To permit without let or hindrance any officers or servants of Entry.
of the Crown and all other persons duly authorised by Government in that behalf to enter the land, or any building thereon at all times and do all acts and things necessary for or incidental to—

(a) the purpose of enforcing compliance with any of the terms or conditions of the grant, or of ascertaining whether they have been duly performed or observed, or

(b) any purpose connected with full enjoyment, discovery and use of the rights reserved to the Crown:

Provided that no residential building shall be so entered except at a reasonable time and after twenty-four hours' notice.

Public rights and easements.

(5) Not to interfere with the lawful use by the public of any thoroughfare on the land to which the grant relates or with the exercise by any third person of any rights and easements existing thereon at the time of the grant, or which the grantee is bound by the terms of the grant to create or allow.

Boundary marks.

(6) At his own cost, when so required by the Collector, to erect permanent marks on the lands hereby leased, demarcating correctly the boundaries and limits thereof, and at all times maintain the same in good repair in accordance with any directions from time to time issued by the Collector.

Construction of water-courses.

(7) Not to construct or alter any canal watercourse or drainage channel upon the land without the permission of the Canal Officer.

Cost of survey, etc.

(8) To pay such amount towards the cost of the following works as the Collector or the Canal Officer, acting under the general or special orders of Government, may determine, whether the cost has already been incurred at the time of the grant or may be incurred thereafter—

(a) the survey and demarcation of the land;

(b) the construction of any watercourse on the estate in which the land is situated, and from which a supply of water is available for the land;

(c) the construction of any roads, paths, culverts or bridges necessary for the general convenience of the estate in which the land is situated; and

(d) the maintenance and repair of any such roads, paths, culverts or bridges.

(9) If the grant is for a limited period, or if the grant can be terminated under the terms thereof, to leave the land as soon as the grant is terminated and surrender it peaceably to the Collector, and if so required by the Collector, to pull down and remove any structures existing thereon, and deliver up the land in a level state and as in its former condition.

(10) In either of the following events:

(a) if the land or any portion thereof is required for any public purpose, or

(b) if it should be found that the whole or any part of the land has already been granted to any third person, to surrender the whole or so much of the land as may be required on demand by the Collector or by the previous grantee, as the case may be.

(11) To remain at all times of loyal behaviour, and not to obstruct or join in preventing the effective discharge and the carrying into effect of all Statutes or Rules and Government instructions thereunder, and at any time of trouble to accept active support from the Crown and its officers, and to accept the decision of Government as to whether this covenant has been fulfilled or not.

10. When any grant is made for the purpose of constructing a building on a specified land, the grantee shall be and remain bound by the following obligations and shall be deemed to have entered into a covenant for their due performance and observance:

(1) To commence the construction of the building within six months from the date of the grant in accordance with plans to be approved by the Collector.

(2) To complete the building to the satisfaction of the Collector within eighteen months of the date of the grant.

(3) To maintain the building thereafter in good repair in accordance with any direction from time to time issued by the Collector.

(4) Not to use the building for any purposes other than those which are indicated in the terms of the grant or are generally subservient thereto, and not to permit or suffer such usage.

(5) Not to make any excavation on the land, or permit or suffer any excavation to be made.
(6) Not to sow on the land any crops which are prohibited by the Collector or permit or suffer any such crops to be sown.

Additional covenants for tenants.

11. If the grant is by way of tenancy, the grantee shall be and remain bound by the following obligations, and shall be deemed to have entered into a covenant for their due performance and observance:

(1) Not to use, cultivate or manage the land in any way liable to harm it or lessen its value or make it unfit for agricultural purposes.

(2) If the tenancy is for agricultural purposes, always to keep one-half of the area under cultivation.

(3) If the tenancy is for a period terminating with the end of the kharif season, not to sow any rabi crop during the concluding season of the tenancy; and if the tenancy is for a period ending with rabi season, not to sow any kharif crop during the concluding season of the tenancy.

Assistance.

(4) To render all such assistance in the prevention or discovery of crime as may be incumbent on any owner or occupier of land by any law or rule for the time being in force in the Punjab, and to be responsible in the same manner as headmen, watchmen or other inhabitants of villages under any such law for the time being in force in the Punjab.

(5) On demand by the Collector, who shall previously have obtained the approval of Government to exchange the tenancy for a tenancy on the same terms and conditions over canal irrigated land elsewhere as nearly as may be equal in value to the land surrendered, the said terms and conditions to apply in like manner as if the land taken in exchange had been the land originally granted.

Proviso.

Re-entry.

12. If any grantee fails to perform or commits any breach of any of the terms or conditions of his grant, or suffers or permits such breach or non-performance, or if any grantee holding as a tenant is—

(a) ordered under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour,

(b) restricted to any area by an order under the Punjab Habitual Offenders Act, 1918, or

(c) sentenced to a term of imprisonment for one year or longer, and the order of sentence is not set aside, or the sentence is not reduced to a term of less than one year on appeal or revision,

the Collector may at any time thereafter determine the grant and resume possession of the land, and may pull down any structure existing thereon, and may sell the materials thereof and retain the proceeds of the sale, whether these rights may have been waived in respect of any earlier default or not, without prejudice to the powers conferred by the Act or to any other right or claim; and if the grant is one by way of a tenancy, the grantee shall nonetheless make all the payments which would otherwise be due from him for the whole period of his tenancy.

13. (1) If the grant is by way of a tenancy for agricultural purposes, and if the terms of the grant provide for determination of the tenancy on notice by the grantee, such determination shall take place only at the end of either the rabi or the kharif season, and shall be given in writing to the Collector in the manner provided hereunder:

(a) if the tenancy is to be determined at the end of the rabi season, by notice given not later than the fifteenth day of January;

(b) if the tenancy is to be determined at the end of the kharif season, by notice given not later than the first day of July.

(2) In either case the notice shall be accompanied by a remittance equivalent to the advance, which sum shall be retained by Government in addition to any sums due under this lease.

(3) If the tenancy is held jointly, the notice shall be signed by each co-sharer, or by some person duly authorized to act on behalf of all of them, and the Collector may reject a notice so signed unless the authority is produced.

14. Should the grantee at any time fail to erect or maintain proper boundary marks, the Collector may, without prejudice to any other rights conferred upon Government, cause such boundary marks to be erected or repaired, as the case may be, and may recover the cost incurred thereby from the grantee.

15. (1) Except as provided in section 25 of the Act, no compensation shall be payable by Government in respect of the exercise of any rights reserved or conferred by the terms of any grant, except...
(e) for actual damage or occupation arising out of the exercise of rights other than those relating to the construction of watercourses or the creation of rights of way under condition No. 8 above, such compensation as may be determined by the Collector;

(f) for damage caused to standing crops in exercise of the rights relating to watercourses, such compensation as may be determined by the Canal Officer;

(b) on resumption of the whole or any portion of the land otherwise than on exchange or for breach of conditions, a proportionate reduction of the rent or a proportionate refund of the purchase price, if any, paid, and such additional sum, if any, as may be determined by the Collector, which, if the grantee has acquired proprietary rights, shall be assessed according to the general principles applicable to the acquisition of land for public purposes;

(d) on exchange, such compensation for improvements as the Collector may determine.

2. When any claim for compensation arises the officer assessing the amount of the compensation shall give the grantee an opportunity of being heard.

3. When any sum becomes due to the grantee by way of compensation, any money due to Government in respect of the grantee's claim against the grantee, the sum due by way of compensation may be withheld until the claim is settled.

16. (1) If there is any Colonization Officer appointed under that title for the area in which the land is situated, the powers or functions conferred on the Collector by these or any special conditions, other than those relating to boundary marks, shall be exercised by such officer, unless Government otherwise directs.

(2) Government may direct that any of the powers or functions conferred on the Collector or conferred on or reserved to Government shall be exercised by such officer as may be specified by any general or special order.

17. (1) If any question or difference whatsoever shall at any time arise after the making of the grant between Government and the grantee in any way touching or concerning the grant, or the construction meaning operation or effect of any of these conditions or of any other condition relating to the grant or of any clause in any written instrument relative to the grant, or as to the rights, duties or liabilities of either party under the grant or by virtue of any such conditions or instrument or touching the subject matter of the grant or arising out of or in relation thereto, then, save in so far as the decision of any such matter has been otherwise provided for and has been so decided, the matter in difference shall be referred to the arbitration of the Commissioner.

(2) The arbitrator shall have power to decide any matter so referred including the following questions:

(a) whether any other provision has been made for the decision of any matter, and if such provision has been made whether it has been finally decided accordingly, and

(b) whether the grant should be terminated or has been rightly terminated and what are or will be the rights and obligations of the parties as the result of such termination.

(3) The decision of the arbitrator shall be final and binding; and when any matter so referred to arbitration involves a claim for the award increase or reduction of a sum of money by way of compensation or any other payment or recovery of money, only the amount decided by the arbitrator shall be recoverable in respect of the dispute so referred.

18. In these conditions, unless there is anything repugnant in its context—

(a) “the Act” means the Colonization of Government Lands (Punjab) Act, 1912, as in force for the time being;

(b) “Assessment Circle” means the assessment circle in which the land is situated or by which it is wholly or mainly surrounded;

(c) “the Canal Officer” means such officer of Irrigation Branch as may be duly authorised to deal with any matter mentioned in the terms or conditions of a grant;
(d) "the Collector" and "the Commissioner" mean the Collector and the Commissioner for the time being of the district in which the land is situated, and include any other person duly authorised by general or special order to exercise the powers of a Collector or a Commissioner in respect of the conditions governing a grant;

(e) "Estate" means the revenue estate in which the land is situated;

(f) "Government" means the Punjab Government, and shall be deemed to include the successors and assigns of that Government;

(g) "grant" includes any grant made in respect of land to which the Act has been applied, whether made by way of conferment of proprietary rights or of demise or otherwise;

(h) "grantee" includes any person holding under a grant whether as proprietor or as tenant or otherwise, and shall be deemed to include the successors and assigns of the grantee; and when the said term includes co-sharers, any liability imposed by these conditions shall be the joint and several liability of each co-sharer;

(i) "the Irrigation Branch" means the Irrigation Branch of the Public Works Department, Punjab;

(j) "kharif crop" and "rabi crop" means the crops generally sown and harvested in the kharif and rabi seasons, respectively, and the demand for water rate in respect of which is included in the Khataunis of the Irrigation Branch for those seasons; and should any question arise whether any crop is a kharif or a rabi crop, the question shall be decided by the Canal Officer under whose orders the Khataunis of the Irrigation Branch are prepared in the area in which the land is situated;

(k) "the kharif season" and "the rabi season" means the season of approximately six months each generally known as the kharif and rabi seasons, respectively; and should any question arise whether the date on which anything has been done or should be done falls in one season or other the question shall be decided by the Collector, whose decision shall be final;

(l) "the land" means the land which is the subject of the grant;

(m) "minerals" include all substances of a mineral nature which can be won from the earth, such as coal, earth-oxide, gold-washings, stones, and forms of soil which can be used for a profitable purpose on removal, whether existing on, over or below the surface of the land.

19. Whenever any statement of conditions is hereafter found with respect to any land to which the Act has been applied, and whenever a grant of such land is made by means of any written instrument—

(1) the language used in such statement or instrument shall, unless there is anything repugnant in the context and unless any other meaning is assigned there to, be governed by the same rules of interpretation as those contained in these conditions;

(2) any expression which is used to describe the party making the grant on behalf of the Crown shall be deemed to include the successors and assign of that party;

(3) any expression used to describe the other party shall be deemed to include the heirs, legal representatives, and permitted assigns of that party, and if the said expression includes co-sharers any obligation or liability imposed on that party shall be the joint and several obligations or liability of each co-sharer;

(4) any reference to any officer by the name of his office shall be construed as reference to the officer having charge over the area in which the land is situated and shall be deemed to include any other officer of the Crown duly authorised in that behalf.

20. If the conditions of any grant provide for the execution of Registration, a deed, which requires registration, the deed shall be presented for registration by the grantee as soon as may be after the execution thereof.
(2) TENANCIES OF VILLAGE SITES FOR CERTAIN PURPOSES

Notification No. 137-C, dated the 1st March, 1923, as amended by Punjab Government notification No. 3708-C, dated the 22nd August, 1929.

In pursuance of the provisions of sub-section (2) of section 16 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 2103-D, dated June 24, 1925 and May 21, 1928, respectively, are hereby superseded.)

1. Sites occupied by proprietors, or by Crown tenants of agricultural land.
2. Sites occupied by kamans 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 shops or for the erection of flour mills.

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 16 (2) thereof.
2. Tenancies granted in accordance with these conditions, unless in contravention of a want 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 river and departmental lands, which have been allotted to an individual or to a particular body or family on certain concessional conditions, in which case it shall be governed by the special conditions in addition to these general conditions.
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;
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.

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 abadars 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 enterta into such petition, and if he is satisfied that there are sufficient grounds for so doing, he may eject the tenant forthwith.

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 the event of default, such sums shall be recoverable as arrears of land revenue.

Provided also that in all such cases, the amount of purchase price paid by the tenant under clause 17 (4) (a) only shall be refunded to him.

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.

Such rent shall be payable with the land revenue or rent for the agricultural holding
be payable in lump sum to the landlord at the time of the payment of
rent and any arrears of the khatri instalment of the land revenue of the said estate
may be collected as arrears of land revenue, provided that if the tenant fails to pay the rent within two months of date on which it falls due, he shall be liable to pay as penalty a year's rent in addition.

The rent shall not be leviable from any tenant who is not entitled to acquire proprietary rights in his agricultural holding.

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 it shall within six 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.

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 condition towards he cost thereof of such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for specific reasons, shall be leviable until he expiry of three years from the date on which two-thirds of the allowable area of the estate has been put into the possession of 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.

16. (1) and (4) only.—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

3) only—a mosque, dhaba, or other religious or public building

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

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

17. (1), (3) and (4) only.—The tenant shall, subject to the due observance of all the conditions hereinbefore mentioned—

4) only, and subject to the condition that he has duly acquired proprietary rights in his corresponding agricultural lands; be entitled (1) only—to purchase from Government proprietary rights in the said lands at the rate at which proprietary rights have been purchased in his agricultural land, and, up to a limit to be fixed by the Collector with the previous approval of the Government and beyond that limit at a rate to be fixed by the Collector, with previous approval of the Government;

3) only—to receive from Government proprietary rights in the said lands free of cost;

4) only—to purchase from Government proprietary right in the site of the shop at the rate determined by Government in this behalf—

(a) by paying the price at the time of allotment in five half yearly instalments—the first instalment to be paid prior to allotment of the site, provided that no rent shall be
charged if the instalments are paid regularly on due dates.

OR

(b) at any time after the expiry of two years from the date of allotment by paying the price in a lump sum.

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), (2) and (4).—When any tenant under the provisions and in pursuance of the preceding clause shall have purchased

(1) & (2) purchased

(3) received

the proprietary right in any lands from Government and

(1) & (4), shall have 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

to 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 anywhere 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.

See page 211 infra.

(3) STATEMENT OF CONDITIONS GOVERNING TEMPORARY CULTIVATION LEASES.

(Punjab Government notification No. 2064-C., dated the 22nd September, 1944 as amended by Punjab Government notification No. 3662-C., dated the 5th December, 1944 and West Pakistan Government notification No. 6537-C., dated the 1st September, 1945).

In pursuance of the provisions of subsection (2) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Government of the Punjab is pleased to issue the following statement of conditions applicable to tenancies for temporary cultivation of lands to which the Colonization of Government Lands (Punjab) Act, 1912, has been applied:

STATEMENT OF CONDITIONS ON WHICH THE PUNJAB GOVERNMENT IS PREPARED TO GRANT TENANCIES FOR TEMPORARY CULTIVATION OF LANDS TO WHICH THE COLONIZATION OF GOVERNMENT LANDS (PUNJAB) ACT, 1912, HAS BEEN APPLIED.

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”, and any tenancy granted on the conditions shall be a scheduled tenancy under section 4 of the Act.

2. The Punjab Government is prepared to grant tenancies of land for temporary cultivation in the Canal Colonies in the Punjab on the conditions set out below but so person shall be entitled as of right to receive a grant, and the Financial Commissioner will retain an absolute discretion in the selection of the tenants. No Government servant shall be eligible to get land under these conditions.

3. In this statement of conditions unless the context otherwise requires—

Definitions.

(i) “the Canal Officer” means such officer of the Irrigation Branch of the Public Works Department, Punjab, as may be duly authorised to deal with any of the matters mentioned herein;

(ii) “the Collector” means the Collector of the district for the time being and includes any other person duly authorised by general or special order to act on behalf of Government in this behalf;

(iii) “the Commissioner” means the Commissioner of the Division for the time being;
(iv) "kharif crop" and "rabi crop" mean the crops generally sown and harvested in the kharif and rabi seasons, respectively, and the demand for water in respect of which is included in the kharif or rabi season as the case may be, and the demand for water in respect of which the kharif or rabi season is not caused by the Collector or any other authority under whose control the kharif or rabi season is caused, the demand for water in respect of which is included in the kharif or rabi season, respectively, and should any question arise whether any crop is a kharif or a rabi crop, the question shall be decided by the Collector or any other authority under whose control the kharif or rabi season is caused.

(v) "the kharif season" and "the rabi season" mean the season of approximately six months each generally known as the kharif and rabi seasons, respectively, and should any question arise whether the date on which anything has been done or should be done falls in one season or the other the question shall be decided by the Collector, whose decision shall be final;

(vi) "the land" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy;

(vii) "Government" includes the successors and assigns of the Government;

(viii) "the rent" means the rent mentioned in the allotment order issued by the Collector under section 10 (3) of the Act; and

(ix) "the tenant" includes the heirs, legal representatives and permitted assigns of the tenant and in the said term includes co-tenant, any liability imposed by this Act on a co-tenant shall be the joint and several liability of each co-tenant.

4. No person shall be allotted land under these conditions unless and until he shall have paid to the Punjab Government in advance such sum as may be determined by the Collector. Government will retain the advance as security for the observance of these conditions and shall refund it to the tenant only if the tenant on the termination of the tenancy shall have duly observed all the conditions thereof, and Government shall not be responsible for any depreciation in the value of the security deposited nor shall Government be liable to pay interest thereon.

5. The tenant may take to himself all natural products growing on the surface of the land, including trees and brushwood, subject to the payments and conditions hereinafter mentioned:

6. Subject to the provisions of clause 12 the tenant may construct such watercourses, temporary buildings or similar improvements as may be necessary for the purpose of cultivating the land.

7. Subject to the conditions hereinafter appearing any tenancy granted shall be for the period mentioned in the allotment order issued by the Collector under section 10 (3) of the Act.

8. (a) The tenant shall pay the rent to Government at the times hereinafter mentioned, that is to say, the rent for the kharif season shall be paid on or before the 15th day of January and the rent for the rabi season shall be paid on or before the 1st day of July.

(b) In addition to rent the tenant shall pay on demand to Government or as Government shall direct:

(i) such rates and cesses as are chargeable on the land and which are primarily payable by the owner thereof, and

(ii) all other rates (including occupier's rate and average rate), taxes, charges other than land revenue) and outgoings which may be imposed in respect of the land or become payable by the owner or occupier thereof.

EXCEPTIONS AND RESERVATIONS BY GOVERNMENT

(a) Government does not grant but excepts and reserves to itself all mines, minerals and quaryes, including all substances of a mineral nature which may be won from the earth, whether on the surface or below it, with liberty to search for, work and remove the same, in as full and ample a way as if a tenancy had not been granted.
(b) Government does not grant but excepts to itself out of the land—

(i) all rivers and streams, with their beds or banks,

(ii) all watercourses and drainage channels, and

(iii) all public thoroughfares existing thereon or shown as proposed for construction on the plans made and open for inspection at the office of the collector at the time when tenders are called for.

**Power of entry**

10. For the full discovery, enjoyment and use of any of the rights hereby reserved or stipulated, or for the protection and maintenance of any property hereby excepted it shall be lawful for the Government through its authorised agents or for any officer of the Crown so authorised in that behalf to enter the land and occupy it temporarily.

**Boundary mark**

11. The tenant shall at his own cost, when so required by the Collector, erect permanent marks on the land demarcating correctly the boundaries and limits thereof, and at all times main the same in good repair in accordance with any directions from time to time issued in that behalf by the Collector.

If the tenant at any time fails to erect or maintain proper boundary marks in accordance with the conditions of the tenancy the Collector may, without prejudice to any other right hereby conferred or conferred by law on Government, cause such boundary marks to be erected or repaired as the case may be, and may recover the cost incurred thereby from the tenant.

**Power to construct or alter watercourses.**

12. The Canal Officer may (a) construct or cause to be constructed on the land any new watercourse, or (b) alter the direction of or entirely close any watercourse existing on the land.

The tenant shall not construct or alter any watercourse or drainage channel on the land without the permission of the Canal Officer; and shall pay the whole or such proportion of the cost of any watercourse from which a supply of water is available as the Canal Officer may determine in accordance with the general or special orders of Government, whether such watercourse may have already been constructed or may hereafter be constructed.

**Obligations of the tenant.**

13. The tenant shall produce a surety to the satisfaction of Government for the payment of the amounts due to Government under these conditions, whenever Government may require him so to do and further to replace such surety by a new one to the satisfaction of Government, whenever Government so requires;

provided that no such surety shall be required if the tenant details security in such amount as Government may require in the form of cash, Government bonds, or a fixed deposit receipt of a bank approved by Government, in addition to the advance.

14. The tenant shall use the whole or any part of the land for a purpose other than that of agriculture and shall take possession of the land within one month of the date on which the allotment order is issued by the Collector under section 19 (3) of the Act, and thereafter level and sow with a canal irrigated crop not less than one quarter of the land during each season; and shall not use, cultivate or manage the land in any way liable to harm it or lessen its value.

15. (a) The tenant on issue by Government of a notice that the whole or any part of the land is required for permanent amount or for reclamation purposes or for any public purpose or for the exercise of mineral rights hereby excepted and reserved, and in which the name of the person who shall not be earlier than 30 days from the date of issue of the notice, surrender the whole or any part thereof referred to in the said notice.

(b) The tenant shall surrender the whole or any part of the land which may be found to have been previously assigned or leased to any other person.

16. The tenant shall not, without the permission in writing of Government first obtained, assign, sublet or transfer by mortgage or otherwise, or part with the land or any part thereof, except by way of sub-lease to such sub-tenants as he has reasonable cause to believe will cultivate the land with their own hands in the manner provided by this statement of conditions.

17. (1) (i) If any such sub-lease is created on the basis system the tenant shall—

(a) not charge the sub-tenant with batai rent exceeding one half of the crop,

(b) not include any provision in such sub-lease which does not allow the sub-tenant to divide his share of the crop upon the threshing-floor,

(c) not charge the sub-tenant with any outgoings, except the occupiers' rate one half of the local rate and one half of the acreage rate, such outgoings may, at the option of the tenant, be recovered by deduction from the sub-tenant's share of the crop upon the threshing-floor;

(i) allow every such sub-tenant to cultivate at his option a portion of his sub-tenancy equivalent to:—

- four acres in each rectangle
- three kilas in each square

- in each year with fodder crops:
Provided that the sub-tenant shall pay to the tenant a sum not exceeding fifteen rupees per acre of such fodder crop in lieu of the share of the tenant therein; or such sum not less than rupees twelve and fifty paise per acre as may be determined by Government from time to time;

(iii) not charge anything more from the sub-tenant without the consent of the Government;

(iv) not take any advance whether in cash or otherwise or whether by way of rent or premium or otherwise from the sub-tenant under any circumstances and not to demand such an advance from any person as a condition to his being has a sub-tenant;

(v) not have any khud khaz through the sub-tenants.

Provided that the sub-clauses (i) to (v) above shall have effect only if the tenancy is situated in the Multan Division.

(2) For each harvest of which rent is remitted by Government under sub-clause (2) of clause 23 the tenant shall not charge from his sub-tenant, if any, of the land surrendered more than half the usual rent for that harvest.

Peaceful surrender.

38. The tenant shall, at the expiry or sooner determination of the tenancy, leave the land and surrender it peaceably to Government, and during the concluding season of the tenancy, shall not sow any crop of the succeeding season but shall permit any person duly authorised by the Collector to cultivate crops on any land on which no crop may be standing.

Loyalty.

19. The tenant shall remain at all times of loyal behaviour and in any time of trouble or disorder shall render active support to the Crown and its officers, and further shall accept the decision of Government as to whether this covenant has been fulfilled or not.

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

21. The tenant shall within three calendar months from the date of the issue of an allotment order by the Collector under section 10 (3) of the Act, file in the office of the Collector a memorandum of the conditions of any sub-lease of the land or any portion thereof in favour of any sub-tenant, incorporating specifically therein all the manner of disposal of the sub-tenant's share of the cotton crop if he does not exercise the option to divide it on the threshing floor, (ii) the conditions under which the sub-tenant can be ejected from the land, and (iii) an acknowledgment by the tenant that the terms and conditions of the sub-tenancy are correct and that no other conditions will be imposed.

Provided further that this sub-clause shall only apply if the condition is not suitable or reasonable, he shall have power to cancel or modify such conditions according to his judgment and his decision shall be final and binding:

Provided further that this sub-clause shall only apply if the area of the land leased out to the tenant is 300 acres or more.

22. In any of the following events:—

(i) if the tenant commits any breach of or fails to perform any other terms or conditions of the tenancy or suffers or permits such breach or non-performance, or

(ii) if the tenant is declared insolvent, or

(iii) if the tenant is from the commencement, or become during the continuance of the tenancy, a benamidar, holding the lease wholly or partly on behalf of, or paying the profits wholly or partly to, and undisclosed beneficiary, or

(iv) if the tenant makes a default in the timely payment of any sum of money due to Government in connection with the land included in the tenancy or any other land belonging to the defaultor,

Government may at any time thereafter re-enter upon the land and determine the tenancy in which case the tenant shall not lose all the payments which would otherwise be due to him for the whole period of the tenancy, but shall be entitled to a deduction or refund out of any sum which Government may receive from any other tenant in respect of the land for any portion of that period, but shall not be entitled to any excess:

Provided that such termination of the tenancy shall not prejudice any right of action or remedy of Government in respect of any antecedent breach of these conditions by the tenant.

23. (1) The tenant may determine the tenancy at the end of Notice by tenant.

any rabi or of any kharif season by notice given in writing to the collector in the manner provided hereunder:

(i) if the tenancy is to be determined at the end of the rabi season by notice given not later than the fifteenth day of January;

(ii) if the tenancy is to be determined at the end of the kharif season, by notice given not later than the first day of July,
and in each case mentioned above the notice shall be
accompanied by a remittance equivalent to the advance
which sum shall be retained by Government in addition
to any sums due under the conditions of the tenancy.

(2) When the whole or any part of the land comprised in the
tenancy is surrendered under sub-clause (a) or clause b, a tenant
shall be entitled in respect of the land surrendered to—

(a) in pursuance of a notice issued during rabi season—

(i) remission of rent for that rabi crop if the notice was of
less than three months' duration and the surrender took
place after the 31st May;

(ii) remission of rent for that rabi and the preceding kharif
crop if the surrender took place before the 31st May;

(b) in pursuance of a notice issued during the kharif season—

(i) to remission of rent for that kharif harvest if the notice
was of less than three months' duration and the surren-
der took place after the 1st October;

(ii) remission of rent for that kharif and the preceding rabi
crop if the surrender took place before the 1st October;

(c) Such proportionate reduction of the rent and other charges
for the future as the Collector considers to be equitable.

24. (1) No compensation or claim for improvement shall be
payable by Government to the tenant in respect of the exercise of
any of the rights reserved in these conditions or on the termination
of the tenancy or on the surrender of any part of the land, except as
provided hereunder:—

(i) for damage caused to the surface of the land or to any-
thing attached thereto, or to any property of the tenant,
by the act or negligent omission of any person duly
authorised to enter the land in exercise of the mineral
rights reserved to Government, such compensation may
be assessed by the Collector;

(ii) for damage to standing crops caused in exercise of the
right to construct or alter watercourses, such compensa-
tion as may be assessed by the officer under whose order
such action is taken;

Provided that the amount or any compensation so assessed may
be enhanced or reduced under the orders of the Financial Commis-
sioner, Punjab;

(III) in relation only to land which is non-perennially irrigated
from the Haveli Project Canals on the termination of the
tenancy, for wells sunk by the tenant with the previous
approval in writing of the Collector and in accordance
with his directions, such compensation as may be decided
by the Collector whose assessment shall be final.

(2) Any compensation payable by the tenant to Government or
any sum or sums otherwise due to Government from the tenany may
either be deducted from or set off against any such compensation or
may be recovered otherwise as and at such time as Government may
seem fit.

25. In either of the following cases, namely—

(i) when the sub-tenant refuses to receive, or grant a receipt
for any sum when tendered to him by the tenant; or

(ii) when a tenant is in doubt as to the person entitled to re-
cieve any amount, the tenant shall apply to the Collector
for leave to deposit the rent in his office, and the Collector
shall receive the deposit if, after examining the applicanl,
he is satisfied that there is sufficient ground for the appli-
cation and if the applicant pays the fee, if any, chargeable
for the issue of the notice to the sub-tenant who, the Col-
lector has reason to believe, claims or is entitled to the
deposit.

26. The powers of Government under the tenancy may be
exercised by the Collector, acting subject always to the control of
Government.

27. (i) If any dispute shall arise in any way connected with or
Arbitration, arising out of the conditions of the tenancy, or the meaning or operation
of any part thereof or the rights, duties or obligations of Government
or the tenant then save in so far as the decision of any such matter
has been hereinafore provided for and has been so decided, every
such matter shall be referred to the arbitration of the Commissioner
including the following questions:—

Whether any other provision has been made in this statement of
conditions for the decision of any matter and if such provisions has
been made, whether it has been finally decided accordingly, and

Whether the tenancy should be terminated or has been rightly
terminated, and what are the rights and obligations of the parties as
the result of such termination.

(ii) The decision of the Commissioner shall be final and bind-
ing; and when any of the matters above-mentioned involves a claim
for or the payment, recovery or reduction of money, only the amount
so decided shall be recoverable in respect thereof.

NOTE—For instructions attention is invited to Punjab Government Memo. No. 3159-C,
dated the 7th November, 1944.
Preamble.

In pursuance of the provisions of sub-section (2) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Government of the Punjab is pleased to issue the following statement of conditions on which the Punjab Government is willing to grant land in all canal colonies in the Punjab to soldiers, sailors and airmen who have been decorated for acts of gallantry on the battle field, or to the heirs of such soldiers, sailors and airmen:

**STATEMENT OF CONDITIONS ISSUED UNDER SECTION 10 OF THE COLONIZATION OF GOVERNMENT LANDS (PUNJAB) ACT, 1912, RELATING TO SPECIAL MILITARY GRANTS IN ALL CANALcolonies in the Punjab.**

1. This statement is issued subject to the provisions of the Co-ownership of Government Lands (Punjab) Act, 1912, hereinafter called as “the Act.”

2. The Punjab Government does not grant to the tenant, but hereby exempts 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 of whatever nature existing on, over or below the surface of 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, with full liberty to search for, work and remove the same in full and ample manner as if this grant had not been made.

3. For the full discovery, enjoyment and use of the rights hereby reserved, or for the protection and maintenance of any property hereby excluded, it shall be lawful for the Government, through its authorized agents or for any officer of the Crown to enter upon the land and make such use thereof as may be necessary for these purposes, without making any compensation to the tenant for such use and occupation except as may be provided hereunder.

4. The Punjab Government agrees to pay the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Punjab Government of all or any of the rights reserved to itself in clauses 2 and 3, other than the existing rights of way and water and other easements.

5. The Punjab Government exempts and reserves the right of the public to traverse a width of 3 karams along one side of the lines bounding 25/27.3 acre rectangles/squares wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 karams otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare, and the tenant is prohibited from cultivating or otherwise obstructing the thoroughfare so provided.

6. The tenant shall at all times, on receipt of requisition for 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, no occupier’s rates, land revenue, malika, or cesses shall be payable by the tenant.

7. 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 5 and 6, but in respect of any area so reserved, no occupier’s rates, land revenue, malika, or cesses shall be payable by the tenant.

8. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with the share of the cost of the watercourse or watercourses 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 amount of such charges, as determined by the 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.

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 repair to the satisfaction of the Collector.

10. The tenant shall render all such assistance in the prevention 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 shall be responsible in the same manner as head.
11. The tenant shall be bound to remain at all times of loyal behaviour, and shall not obstruct or join in preventing the operation and enforcement of, any law for the time being in force, and at any time of trouble to render active support to the Crown and its officers. The decision of the Punjab Government in this condition has been violated by the tenant shall be final; and if the Punjab Government is of opinion that the tenant has committed a breach of this condition, it may assume 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.

12. 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 an 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 longer and the order or sentence is not set aside, or the sentence is not reduced to a term of less than one year on appeal or revision, 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.

13. The tenant shall pay promptly, 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 the rate of $0.50/- (annas two only) per acre per annum.

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.

14. (a) Except as provided in sub-clause (b) of this clause, the Government will remit the whole demand on account of land revenue (or any payment made in lieu of land revenue), malikana, occupiers' rates and cesses in respect of the first two harvests gathered from the lands of the tenancy when cultivated by means of canal irrigation.

(b) When a tenancy under these conditions is granted in respect of land which has already been the subject of a previous tenancy under this or any other statement of conditions, the tenant shall not enjoy any new period of remissions in addition to the period of remissions, if any, enjoyed by the original tenant under the conditions of this tenancy.

The Collector shall decide which is the first harvest gathered from the lands of the tenancy cultivated by means of canal irrigation and the decision of the Collector shall be final.

15. If within three years from the commencement of the allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in 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 whole area of the estate has been put into possession of the tenants.

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

17. The tenant may sink wells, make watercourses, plant trees and otherwise improve the land. 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 2 hereof;

Provided that no watercourse shall be made on a plan or in a position not approved by the Irrigation Department, and that every watercourse in use shall be kept in proper repair by the tenant to the satisfaction of that Department.

18. The tenancy will be granted for the sole purpose of agriculture and specifically not to be used for building purposes. The which renders it unfit for the purposes for which he holds it and shall bring one-third of the cultivable area of the said land under cultivation within three years from the date on which he takes possession of it tenancy with the consent of the Collector and one-half thereof within five years from the same date, and thereafter shall keep the said land continuously under cultivation to the extent of one-half thereof.

The tenant shall either himself settle in the estate in which the said and or a portion thereof is situated or if he shall not so settle he shall cause some competent representative, to be approved by the Collector, to settle within six months of the date on which the Collector directs that he shall be put in possession of a specified area of land; and whether he himself so settles or causes some such competent representative to settle, he shall within one year from the same date either himself build or cause to be built houses for himself or his representative and his tenants 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 if the tenant is a minor or the Collector is satisfied that for other sufficient reasons he is unable to appoint such a representative, the Collector may himself appoint such representative to comply with the provisions of this clause.

Proprietary rights.

20. If the tenant or one of the tenants is an adult male, then, on application in that behalf, the Government shall, at any time during the continuance of the tenancy, make to such tenant or to the joint tenants of whom he is one, free of cost, a grant of proprietary rights in the said lands, in the form attached*, to be executed by the said tenant or tenants.

The Collector shall determine whether any one of the tenants is an adult male for the purpose of this clause.

Provided that the Collector may withhold proprietary rights from the tenant of any estate in which the state of crime is such as in his opinion to make it undesirable to grant proprietary rights:

Provided also that proprietary rights may also be withheld from the tenant of any estate in which any breach of the canal or distribu-
tory has occurred within five years of the date of the tenant’s application for the acquisition of proprietary rights, if there is reason to believe that such breach was willfully caused by the residents of the estate.

Proprietary rights.

21. A tenant who has acquired proprietary rights in his tenancy to residential site, will also receive proprietary rights in the land allotted to him in the village site, free of any price.

Arbitration.

22. (1) If any question or difference whatsoever shall at any time arise between Government and the tenant in any way touching or concerning the grant, or the construction, meaning, operation or effect of any of these conditions, or as to the rights, duties or liabilities of either party under the grant or touching the subject matter of the grant or arising out of or in relation thereto, then, save in so far as the decision of any such matter has been otherwise provided for and has been so decided, the matter in difference shall be so referred to the arbitration of the Commissioner.

(2) The arbitrator shall have power to decide any matter so referred including the following questions:

(a) whether any other provision has been made for the decision of any matter, and if such provision has been made, whether it has been finally decided accordingly, and

(b) whether the grant should by terminated or has been rightly terminated, and what are or will be the rights and obligations of the parties as the result of such termination.

(3) The decision of the arbitrator shall be final and binding, and when any matter so referred to arbitration involves a claim for compensation or any other payment or recovery of money, only the amount decided by the arbitrator shall be recoverable in respect of the dispute so referred.

23. In this statement of conditions unless there is anything repugnant in the context:

Definitions.

(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) “Collector” and “Commissioner” shall have the meanings assigned to them in section 3 of the Act;

(c) “improvements” means improvements as defined in clause (19) of section 4 of the Punjab Tenancy Act, 1887.

* Note: Printed at Page 192 last with page 192
(8) **STATEMENT OF CONDITIONS ON WHICH THE PUNJAB GOVERNMENT IS PREPARED TO GRANT TENANCIES FOR CULTIVATION AND RECLAMATION OF LAND TO WHICH THE COLONIZATION OF GOVERNMENT LANDS (PUNJAB) ACT, 1912 HAS BEEN APPLIED.**

(Punjab Government notification No. 4545-C., dated the 12th December, 1945.

In pursuance of the provisions of sub-section (2) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor of the Punjab is pleased to issue the following statement of conditions applicable to tenancies for the cultivation and reclamation of lands to which the Colonization of Government Lands (Punjab) Act, 1912, has been applied:

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", and any tenancy granted on these conditions shall be a scheduled tenancy under section 4 of the Act.

2. The Punjab Government is prepared to grant tenancies of land for cultivation and reclamation in the Canal Colonies in the Punjab on the conditions set out below but no person shall be entitled to receive a grant, and the Financial Commissioner will retain an absolute discretion in the selection of tenants.

3. In this statement of conditions unless the context otherwise requires—

(i) "the Director, Land Reclamation" means the Director, Land Reclamation Board, Lahore, for the time being;

(ii) "the Canal Officer", means such officer of the Irrigation Branch of the Public Works Department, Punjab, as may be duly authorised to deal with any of the matters mentioned herein;

(iii) "the Collector" means the Collector of the District for the time being, and includes any other person duly authorised by general or special order to act on behalf of Government as Collector;

(iv) "the Commissioner" means the Commissioner of the Division for the time being;

(v) "kharif crop" and "rabi crop" mean the crops generally sown and harvested in the kharif and rabi seasons, respectively, and the demand for water rate in respect of which is included in the Public Works Department for those seasons; and should any question arise whether any crop is a kharif or rabi crop, the question shall be decided by the Canal Officer under whose orders the Khatuns of the Irrigation Branch are prepared in the area in which the land is situated;

(vi) "the kharif season" and "the rabi season" mean the season of approximately six months each generally known as the kharif and rabi season, respectively, and should any question arise whether the date on which anything has been done or should be done falls in one season or the other the question shall be decided by the Collector, whose decision shall be final;

(vii) "the land" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy;

(viii) "Government" includes the successors and assigns of the Government;

(ix) "the rent" means the rent mentioned in the allotment order issued by the Collector under section 10 (3) of the Act;

(x) "the tenant" includes the heirs, legal representatives and permitted assigns of the tenant and if the said term includes co-sharers, any liability imposed by this statement of conditions shall be the joint and several liability of each co-sharer.

4. No person shall be allotted land under these conditions unless and until he shall have paid to the Punjab Government in advance such sum as any, as may be determined by the Collector. Government will retain the advance as security for the observance of these conditions and shall refund it to the tenant only if the tenant on the termination of the tenancy shall have duly observed all the conditions thereof and Government shall not be responsible for any depreciation in the value of the security deposited nor shall Government be liable to pay interest thereon.

5. The tenant may take to himself all natural products growing on the surface of the land, including trees and brush-wood, subject to the payments and conditions hereinafter mentioned:
Provided that if any land has already been cultivated by the tenant, the commencement of its tenancy under these conditions shall not cut without the previous permission in writing the commencement of his tenancy.

After obtaining permission under the proviso above if required, the tenant shall pay to Government the value of trees and bushes existing on the land at the commencement of a tenancy as determined by Government; such sum to be paid in equal half yearly instalments during the term of the tenancy, and the first instalment shall be paid within the first instalment of rent.

Provided that any tree not cut before the expiry of the term of the tenancy and any tree cut but still lying on the land when the period of the tenancy expires shall be the property of Government and provided also that one tree at least shall be left standing in each acre of the land.

6. Subject to the provisions of clauses 13 and 17 the tenant may construct such water courses, temporary buildings or similar improvements as may be necessary for the purpose of cultivating the land.

Period of the tenancy.

7. (a) Subject to the conditions hereinafter appearing, any tenancy granted shall be for the period mentioned in the allotment order issued by the Collector under section 10 (3) of the Act.

(b) At the expiry of the period of tenancy, if the tenant has reclaimed the area to the satisfaction of the Land Reclamation Officer, the area reclaimed will be divided at the discretion of the Government into two equal portions one of which will be resumed by the Government according to their choice and the tenant will be given the option of obtaining proprietary rights in the other on payment of the price at such rate per acre as may be mentioned in the allotment order issued by the Collector under section 10 (3) of the Act. The total price of the land will be recovered from the tenant in a number of yearly instalments specified in the allotment order, or in a lump sum if so desired; provided that the tenant shall not be entitled to exercise the above option unless at least 12 months before the termination of the tenancy, he shall have delivered to the Collector a notice in writing of his intention to purchase the land.

Provided further that if the tenant does not exercise the option to purchase after giving the notice, referred to above, the tenancy shall terminate at the end of the period of tenancy and the land shall be resumed by Government.

(c) If the tenant fails to pay any instalment by the due date, then such an instalment shall bear interest during the period of such default at 9% per annum.

(d) If the price is paid in a lump sum, a deed of conveyance shall be executed in such form as Government may prescribe and the tenant shall have it stamped and registered at his own expense.

(ii) If the tenant elects to pay the price by instalments, he shall execute an agreement of sale; such agreement shall incorporate the conditions of allotment order relating to payment by instalments, and such further conditions as Government may prescribe, provided that they shall not be inconsistent with these conditions; and when payment in full has been made provided all other conditions of the agreement have been fulfilled, a deed of conveyance shall be executed in the prescribed form, which shall be duly stamped and registered at the tenant's expense.

(iii) If during the period of purchase by instalments the tenant fails to pay two successive instalments the land shall be liable to resumption by Government and the instalments of price already paid in respect of the land shall be forfeited to Government and no part of the same shall be refundable to the tenant.

8. (a) The tenant shall pay the rent to Government at the times hereinafter mentioned, that is to say, the rent for the Kharif season shall be paid on or before the 15th day of January and the rent for Rabi season shall be paid on or before the 1st day of July.

(b) In addition to rent the tenant shall pay on demand to Government or as Government shall direct:

(i) such rates and cesses as are chargeable on the land and which are primarily payable by the owner thereof; and

(ii) all other rates (including occupier's rate and arrear rate), taxes, charges (other than Land Revenue) and outgoings which may be imposed in respect of the land or become payable by the owner or occupier thereof.

9. The tenant may sink a well in the tenancy with the previous permission of the Collector at the site approved by the Land Reclamation Officer. On the resumption of the tenancy or its termination when the tenant either does not exercise his option to purchase a part of his tenancy or if the part for which he has been allowed the option of purchase by Government does not include as well, the tenant shall be entitled to such compensation in respect of the well as is assessed by the Collector.
10. (a) Government does not grant but excepts and reserves to itself all mines, minerals and quarries, including all substances of a mineral nature which may be won from the earth, whether on the surface or below it, with all necessary to search for, work and remove the same, if as full and ample a way as if a tenancy had not been granted.

(b) Government does not grant but excepts and reserves to itself out of the land,

(i) all rivers and streams, with their beds or banks,
(ii) all watercourses and drainage channels, and
(iii) all public thoroughfares existing thereon or shown as proposed for construction on the plans made and open for inspection by the office of the Collector or the Land Reclamation Officer at the time when the tenancy is granted.

(iv) the right of the public to traverse a width of 16½ feet rectangle along one side of the line bounding 25 acre square wherever this may be considered necessary in the public interest by the Collector and also to traverse a width of 16½ feet otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare and the tenant is prohibited from cultivating or otherwise obstructing the thoroughfare so provided.

Power of entry.

11. For the full discovery enjoyment and use of any of the rights hereby reserved or stipulated, or for the protection and maintenance of any property hereby excepted it shall be lawful for the Government through its authorised agents or for any officer of the Crown duly authorised in that behalf to enter the land and occupy it temporarily.

Boundary marks.

12. The tenant shall at his own cost, when so required by the Collector, erect permanent marks on the land demarcating correctly the boundaries and limits thereof, and at all times maintain the same in good repair in accordance with any directions from time to time issued in that behalf by the Collector.

If the tenant at any time fails to erect or maintain proper boundary marks in accordance with the conditions of the tenancy the Collector or the Land Reclamation Officer may, without prejudice to any other right hereby conferred or conferred by law on Government, cause such boundary marks to be erected or repaired, as the case may be, and may recover the cost incurred thereby from the tenant, as an arrear of land revenue.

13. The Land Reclamation Officer, after consulting the Canal Power to con- Officer, may (a) construct or cause to be constructed on the land any struction of new watercourse, or (b) alter the direction of or entirely close any watercourse existing on the land.

The tenant shall not construct or alter any watercourses or construction of drainage channel upon the land without the permission of the Canal Officer and shall pay the whole or such proportion of the cost of any Watercourses by watercourse from which a supply of water is available as the Collector or on behalf of the tenant.

The tenant may determine in accordance with the general or special orders of Government, whether such watercourse may have already been constructed or may hereafter be constructed.

14. At the end of the first year of the tenancy, Government will determine whether the tenant will be required to pay any amount and if so, what amount towards the cost of preparing mar- ses.

15. The tenant shall produce a surety to the satisfaction of the Government for the payment of the amounts due to Government under these conditions, whenever Government may require him to do and further to replace such surety by a new one to the satisfaction of Government whenever Government so requires:

Provided that no such surety shall be required if the tenant deposits security in such amount as Government may require in the form of cash, Government bonds, or a fixed deposit receipt of a bank, approved by Government in addition to the advance referred to in clause 4.

16. The use of land. Land shall use be whole or any part of the land for no purpose other than that of agriculture and reclamation and shall take possession of the land with in one month of the date on which the allotment order is issued by the Collector under section 10 (3) of the Act, and shall not use, cultivate or manage the land in any way liable to harm it or lessen its value, and shall not erect any buildings except such buildings as may be required for agricultural and reclamation purposes.

17. The tenant shall cultivate the whole of the demised land according to instructions given from time to time by the Director. Control of cul- Reclamation and the Land Reclamation Officer and in par- ticular he shall:

(a) break up and cultivate such area in each year of the lease, as the Land Reclamation Officer may prescribe;

(b) sow rice and other crops according to the instructions of the Land Reclamation Officer and shall not cultivate food and fodder crops in excess of the area prescribed and shall not cultivate any crop which may be prohibited and especially shall not cultivate cotton without express permission;
25. (1) The tenant may determine the tenancy at the end of any rabi or of any kharif season by notice given in writing to the Collector in the manner provided hereunder:

(i) If the tenancy is to be determined at the end of the rabi season, by notice given not later than the 15th day of February;

(ii) If the tenancy is to be determined at the end of the kharif season, by notice given not later than the first day of July and in each case mentioned above, the notice shall be accompanied by a remittance equivalent to the advance, which sum shall be retained by Government in addition to any sums due under the conditions of the tenancy.

If the whole or any part of the land comprised in the tenancy is surrendered under clause 18 (a), Government shall not claim any rent on the land surrendered for the season in which such surrender took place.

For any area surrendered by the tenant under clause 18 (a) such reduction of the rent and any other charges levied according to area shall be made as the Collector considers to be equitable.

26. (1) No compensation or claim for improvement shall be payable by Government to the tenant in respect of the exercise of any of the rights reserved in these conditions or on the termination of the tenancy or on the surrender of any part of the land, except as provided hereunder:

(i) for damage caused to the surface of the land or to any thing attached thereto, or to any property of the tenant, by the act or negligent omission of any person duly authorised to enter the land in exercise of the mineral rights reserved to Government, such compensation as may be assessed by the Collector;

(ii) for damage to standing crops caused in exercise of the rights to construct or alter watercourse, such compensation as may be assessed by the Officer under whose order such action is taken:

Provided that the amount of any compensation so assessed may be enhanced or reduced under the orders of the Financial Commissioner, Punjab.

(2) Any sums payable by the tenant to Government as interest or otherwise may either be deducted from or set off against any such compensation or may be recovered otherwise as and at such time as Government may deem fit.
(6) STATEMENT OF CONDITIONS ON WHICH THE PUNJAB GOVERNMENT IS PREPARED TO GRANT TENANCIES FOR CULTIVATION AND RECLAMATION OF LANDS TO WHICH THE COLONIZATION OF GOVERNMENT LANDS (PUNJAB) ACT, 1912, HAS BEEN APPLIED.

(Punjab Government notification No. 443-C., dated the 11th December, 1945.)

In pursuance of the provisions of sub-section (2) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor of the Punjab is pleased to issue the following statement of conditions applicable to tenancies for the cultivation and reclamation of lands to which the Colonization of Government Lands (Punjab) Act, 1912, has been applied:—

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as Act, and any tenancy granted on these conditions shall be a scheduled tenancy under section 4 of the Act.

2. The Punjab Government is prepared to grant tenancies of land for cultivation and reclamation in the Canal Colonies in the Punjab on the conditions set out below but no person shall be entitled as of right to receive a grant, and the Financial Commissioner will retain an absolute discretion in the selection of tenants.

Definitions.

3. In this Statement of Conditions unless the context otherwise requires—

(i) "the Director, Land Reclamation" means the Director Land Reclamation Board, Lahore for the time being;

(ii) "the Land Reclamation Officer" means the Land Reclamation Officer of the area for the time being and includes any other person duly authorised by general or special order to act as Land Reclamation Officer on behalf of Government;

(iii) "the Canal Officer" means such Officer of the Irrigation Branch of the Public Works Department, Punjab, as may be duly authorised to deal with any of the matters mentioned herein;

(iv) "the Collector" means the Collector of the District for the time being, and includes any other person duly authorised by general or special order to act on behalf of Government as Collector;

(v) "the Commissioner" means the Commissioner of the Division for the time being;

(vi) "kharif crop" and "rabi crop" mean the crops generally sown and harvested in the kharif and rabi seasons, respectively, and the demand for water rate in respect of which is included in the khateaus in the Irrigation Branch of the Public Works Department for those seasons and should any question arise whether any crop is kharif or a rabi crop, the question shall be decided by the Canal Officer under whose orders the khateaus of the Irrigation Branch are prepared in the area in which the land is situated;

(vii) "the kharif season" and "the rabi season" mean the season of approximately six months each generally known as the kharif and rabi season, respectively, and should any question arise whether the date on which anything has been done or should be done falls in one season or the other, the question shall be decided by the Collector, whose decision shall be final;

(viii) "the land" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the land included in that tenancy;

(x) "Government" includes the successors and assigns of the Government;

(x) the "rent" means the rent mentioned in the allotment order issued by the Collector under section 10 (3) of the Act; and

(xii) "the tenant" includes the heirs, legal representatives and permitted assignees of the tenant and if the said term includes co-sharers, any liability imposed by the statement of conditions shall be the joint and several liability of each co-sharer.

4. No person shall be allotted land under these conditions unless, or until he shall have paid to the Punjab Government in advance the security, such sum, if any, as may be determined by the Collector. Government will retain the advance as security for the observance of these conditions and shall refund it to the tenant duly if the tenant, on the termination of the tenancy, shall have duly observed all the conditions thereof, and Government shall not be responsible for any depreciation in the value of the security deposited nor shall Government be liable to pay interest thereon.

5. The tenant may take to himself all natural products growing on the surface of the land, including trees and brushwood, subject to the payments and conditions hereinafter mentioned:

Provided that if any land has already been cultivated before the commencement of its tenancy under these conditions the tenant shall not cut without the previous permission in writing of the Land Reclamation Officer, any trees standing on the land at the commencement of his tenancy.
After obtaining permission under the proviso above, if required the tenant shall pay to Government the value of trees and shrubs existing on the land at the commencement of a tenancy as determined by the Government; such sum to be paid in equal half-yearly instalments during the term of the tenancy, and the first instalment shall be paid with the first instalment of rent.

Provided that any tree not cut before the expiry of the term of the tenancy and any tree cut but still lying on the land when the period of the tenancy expires, shall be the property of Government and that one tree at least shall be left standing in each acre of the land.

6. Subject to the provisions of clauses 13 and 17 the tenant may construct such water-courses, temporary buildings or similar improvements as may be necessary for the purpose of cultivating and reclaiming the land.

Period of the tenancy.

7. Subject to the conditions hereinafter appearing any tenancy granted shall be for the period mentioned in the allotment order issued by the Collector under section 10 (3) of the Act.

Rents and other dues payable by the tenant.

8. (a) The tenant shall pay the rent to Government at the times hereinafter mentioned, that is to say, the rent for the kharif season shall be paid on or before the 15th day of January and the rent for the rabi season shall be paid on or before the 1st day of July.

(b) In addition to rent the tenant shall pay on demand to Government or as Government shall direct:

(i) such rates and cesses as are chargeable on the land and which are primarily payable by the owner thereof; and

(ii) all other rates (including occupier’s rate and acreage rates, taxes, charges (other than land revenue) and outgoings which may be imposed in respect of the land or become payable by the owner or occupier thereof.

9. The tenant may sink a well in the tenancy with the previous permission of the Collector at the site approved by the Land Reclamation Officer. On the determination of the tenancy, by lapse of time, resumption or otherwise, the tenant shall be entitled to such compensation as is assessed by the Collector.

Areas excluded.

10. (a) Government does not grant but excepts and reserves to itself all mines, minerals and quarries, including all substances of mineral nature which may be won from the earth whether on the surface or below it with liberty to search for work and remove the same, in as full and ample a way as if a tenancy had not been granted.

(b) Government does not grant but excepts and reserves to itself out of the land:

(i) all rivers and streams, with their beds or banks;

(ii) all watercourses and drainage channels;

(iii) all public thoroughfares existing thereon or shown as proposed for construction on the plans made and open for inspection at the office of the Collector or the Land Reclamation Officer at the time when the tenancy is granted;

(iv) the right of the public to traverse a width of 161 feet along one side of the line bounding 25 acres rectangles/squares wherever this may be considered necessary in the public interest by the Collector and also to traverse a width of 161 feet otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare and the tenant is prohibited from cultivating or otherwise obstructing the thoroughfare so provided.

11. For the full discovery, enjoyment and use of any of the rights hereby reserved or stipulated, or for the protection and maintenance of any property hereby excepted it shall be lawful for the Crown duly authorised in that behalf to enter the land and occupy temporarily.

12. The tenant shall at his own cost, when so required by the Collector, erect permanent marks on the land demarcating correctly the boundaries and limits thereof, and at all times maintain the same in that behalf by the Collector.

If the tenant at any time fails to erect or maintain proper boundary marks in accordance with the conditions of the tenancy the Collector or the Land Reclamation Officer may, without prejudice to any other right hereby conferred or conferred by law on Government, cause such boundary marks to be erected or repaired as the Government may be and may recover the cost incurred thereby from the tenant, as an arrear of land revenue.

13. The Reclamation Officer after consulting the Canal Officer may (a) construct or cause to be constructed on the land any new watercourse, or (b) alter the direction of or entirely close any watercourse existing on land.
The tenant shall not construct or alter any watercourse or drainage channel upon the land without the permission of the Collector; and shall pay the whole or such proportion of the cost of the watercourse from which a supply of water is available as the Collector may determine in accordance with the general or special orders of Government, whether such watercourse may have already been constructed or may hereafter be constructed.

14. At the end of the first year of the tenancy Government will determine whether the tenant will be required to pay any amount and if so, what amount towards the cost of preparing nurseries.

15. The tenant shall produce a surety to the satisfaction of Government for the payment of the amounts due to Government under these conditions, whenever Government may require it and further to replace such surety by a new one to the satisfaction of Government whenever Government so require;

Provided that no such surety shall be required if the tenant posts security in such amount as Government may require in the form of cash, Government bonds, or a fixed deposit receipt of a bank approved by Government, in addition to the advance referred to in clause 4.

16. The tenant shall use the whole or any part of the land for no purpose other than that of agriculture and reclamation and shall take possession of the land within one month of the date on which the allotment order is issued by the Collector under section 10 of the Act, and shall not cultivate or manage the land in such a way as to harm it or lessen its value, and shall not erect buildings except such buildings as may be required for agriculture and reclamation purposes.

Control of cultivation by the Director, Land Reclamation and Land Reclamation Officers.

17. The tenant shall cultivate the whole of the demised land in accordance with instructions given from time to time by the Director, Land Reclamation and the Land Reclamation Officer in particular he shall:

(a) break up and cultivate such area in each year of the lease as the Land Reclamation Officer may prescribe;

(b) sow rice and other crops according to the instructions of the Land Reclamation Officer and shall not cultivate and fodder crops in excess of the area prescribed and shall not cultivate any crop which may be prohibited specially shall not cultivate cotton without express permission;

(c) carry out all operations regarding layout of fields, construction of bunds, excavation of watercourses and levelling strictly in accordance with the instructions of the Land Reclamation Officer, both in land under reclamation and that declared reclaimed;

(d) if so required by the Land Reclamation Officer and the Director, Land Reclamation, reside permanently in the estate in which the said land is situated from a date within one month of the date on which the Collector passes an allotment order;

(e) within three months of the date of allotment construct necessary temporary buildings, residential and non-residential to the satisfaction of the Land Reclamation Officer on a site allotted for the purpose and according to the plan approved by the Director, Land Reclamation;

(f) if so required by the Director, Land Reclamation, or Land Reclamation Officer, himself cultivate and reclaim the land and shall not without their permission employ sub-tenants on baiji till the land is completely reclaimed. Portions of land which are declared reclaimed by the Director of Land Reclamation may be given on baiji to sub-tenants;

(g) if the Land Reclamation Officer is satisfied that the tenant is deliberately negligent in the fulfilment of the conditions of the tenancy and in improving the land, he will make a report to the Director of Land Reclamation who after giving the tenant an opportunity to appear and state his objections, will report the matter to the Collector for such action he may deem fit under section 24, Punjab Colonization of Government Lands Act, 1892.

18. The tenant shall:

(d) within thirty days from the issue by Government of notice that the whole or any part of the land is required for any public purpose or for the exercise of mineral rights hereinafter excepted and reserved, surrender the whole or part referred to in the said notice;

(b) surrender the whole or any part of the land which may be found to have been allotted or demised to any other person.

19. The tenant shall not, without the permission in writing of Government first obtain, assign, sublet or transfer by mortgage or otherwise, or part with the land or any part thereof, Restriction on assignment.
20. Subject to the conditions contained in this statement, the tenant shall not on the expiry or sooner determination of the tenancy, leave the land and surrender it peaceably to Government, and during the concluding season of the tenancy, shall not sow any crop of the kind in which it is required by the Collector to cultivate crops on any land on which no crop may be standing.

21. The tenant shall remain at all times of loyal behaviour, and in any time of trouble or disorder shall render active support to the Crown and its officers, and further shall accept the decision of Government as to whether this condition has been fulfilled or not.

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

23. In any of the following events:

(i) if the tenant commits any breach of or fails to perform any other terms or conditions of the tenancy or suffers or permits such breach or non-performance, or

(ii) if the tenant is declared insolvent;

Then without prejudice to its rights otherwise Government shall be entitled to resume the land and/or adopt any other remedy provided for in the Colonization of Government Lands (Punjab) Act, 1912. The advance deposit heretofore mentioned shall be liable to forfeiture to Government if the Director, Land Reclamation, is satisfied that the tenant is deliberately neglectful in the fulfilment of the conditions of the tenancy and improving the land;

Provided that such termination of the tenancy shall not prejudice any right of action or remedy of Government in respect of any antecedent breach of these conditions by the tenant.

24. 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 Acts (Punjab Act V of 1918) or is sentenced to a term of imprisonment of one year or longer and the order of sentence is not set aside or the sentence not reduced to a term less than one year on appeal or revision he shall be deemed to have committed a breach of the conditions of his tenancy for the purpose of section 24 of the Colonization of Government Lands (Punjab) Act.

25. (1) The tenant may determine the tenancy at the end of the rent or of any kharif season by notice given in writing to the Collector in the manner provided hereunder:

(a) if the tenancy is to be determined at the end of the rent season by notice given not later than the fifteenth day of January;

(b) if the tenancy is to be determined at the end of the kharif season by notice given not later than the first day of July, and in each case mentioned above, the notice shall be accompanied by a remittance equivalent to the advance which sum shall be retained by Government in addition to any sums due under the conditions of the tenancy;

If the whole or any part of the land comprised in the tenancy is surrendered under clause 18 (a), Government will not claim any rent on the land surrendered for the season in which such surrender took place.

For any area surrendered by the tenant under clause 18 (a) such reduction of the rent and any other charges levied according to area shall be made as the Collector considers to be equitable.

26. (1) No compensation or claim for improvement shall be payable by Government to the tenant in respect of the exercise of any of the rights reserved in these conditions or on the termination of the tenancy or on the surrender of any part of the land, except as provided hereunder:

(i) for damage caused to the surface of the land or to anything attached thereto, or to any property of the tenant, by the act or negligent omission of any person duly authorized to enter the land in exercise of the mineral rights reserved to Government, such compensation as may be assessed by the Collector;

(ii) for damage to standing crops caused in exercise of the rights to construct or alter watercourse, such compensation as may be assessed by the Officer under whose order such action is taken;

Provided that the amount of any compensation so assessed may be enhanced or reduced under the orders of the Financial Commissioner, Punjab.

(2) Any sums payable by the tenant to Government as interest may either be deducted from or set off against any such compensation may be recovered otherwise as and at such time as Government may deem fit.
27. The powers of Government under the tenancy may be exercised by the Collector, acting subject always to the control of Government.

Arbitration.

28. (i) If any dispute shall arise in any way connected with the deciding out of the conditions of tenancy, or the meaning or operation of any part thereof or the rights, duties or obligations of Government or the tenant then save in so far as the decision of any such matter has been heretofore provided for and has been so decided every such matter shall be referred to the arbitration of the Commissioners, including the following questions:

Whether any other provision has been made in this statement of conditions for the decision of any matter and if such provision has been made, whether it has been finally decided accordingly; and

whether the tenancy should be terminated or has been rightly terminated and what are the rights and obligations of the parties as the result of such termination.

(ii) The decision of the Commissioner shall be final and binding and when any of the matters above mentioned involves a claim for or the payment, recovery or reduction of money, only the amount as decided shall be recoverable in respect thereof.

(7) (STATEMENT OF CONDITIONS ON WHICH THE PUNJAB GOVERNMENT IS PREPARED TO GRANT SCHEDULED TENANCIES (LEASES) FOR TEMPORARY CULTIVATION BY MEANS OF TUBE WELLS OF LANDS TO WHICH THE COLONIZATION OF GOVERNMENT LANDS (PUNJAB), ACT, 1912, HAS BEEN APPLIED).

(Punjab Government notification No. 471-C., dated the 8th September, 1922).

In exercise of the powers conferred by sub-section (2) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor of the Punjab is pleased to issue the following statement of conditions applicable to scheduled tenancies (leases) for temporary cultivation of lands to which the Colonization of Government Lands (Punjab) Act, 1912, has been applied:

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, and any scheduled tenancy (lease) granted on these conditions shall be a scheduled tenancy under section 4 of the said Act.

2. The Punjab Government is prepared to grant scheduled tenancies (leases) of uncommanded State waste-land for temporary cultivation with the aid of irrigation by means of tube-wells in the Punjab on the terms and conditions contained in the form of lease appended herewith and to be executed by the tenant (lessee) but no person shall be entitled as of right to receive a grant (lease), and the Financial Commissioner, Resettlement and Colonies shall have an absolute discretion in the selection of grantees (lessees).

FORM OF LEASE

A LEASE made the ..........day of .......... Parties.

between the Governor of the Punjab (hereinafter called Government either or lessor) of the one part and

resident of

district of the Punjab (hereinafter called the tenant or lessee) of the other part;

WHEREAS the tenant has offered to take a lease of the uncommanded waste land hereinafter described, and his offer has been accepted, vide memorandum No. .......... C., dated the .......... from the Additional Secretary to Government, Punjab, Resettlement and Colonies Department to the address of the Deputy Commissioner/Colonization Officer/Extra Assistant Colonization Officer.
NOW THIS LEASE WITNESSETH AS FOLLOWS

TERMS OF THE LEASE.

Area leased.

1. (a) Government hereby leases to the tenant all that plot of land, containing \(\ldots\) acres more or less and more particularly described in the schedule hereto attached subject to the exceptions and reservations on the terms and conditions hereinafter appearing.

(b) (i) The land is leased out only for the purpose of agriculture by means of tube-well and not for buildings except such buildings as are, in the opinion of the Collector, required for the said purpose. The lease will grow food, fodder and other crops in such a proportion as Government may direct from time to time.

(ii) the tenant may construct such watercourses, temporary buildings or make such improvements as may be necessary for the purpose of cultivating the land.

Period of the lease.

(i) The tenancy shall be for a period of twenty years commencing from the Rabi/Kharif season of \(\ldots\) and ending with the Rabi/Kharif season of \(\ldots\) unless the tenancy is sooner determined in accordance with the provisions hereinafter appearing WITHOUT any option of RENEWAL OR PURCHASE.

Rent and other amounts payable by the tenant.

(d) The tenant shall pay to Government when due in respect of the said land:

(i) rent at \(\ldots\) per harvest, per acre leased, inclusive of land revenue, and

(ii) other charges, taxes, cesses and payments as may be assessed by competent authority under any law for the time being in force; provided that Government will remit the whole demand for the first four harvests gathered from the land on account of rent, taxes, cesses and payments aforesaid.

(iii) all expenses of trial boring done through the agency of the Agriculture Department.

Advance to be held as security.

(c) Government will retain the advance as security for the observance of the conditions herein contained and shall refund the same to the tenant only if the tenant shall, on termination of the lease, have duly observed all the conditions of the lease, Government shall not be responsible for any depreciation in the value of the security deposited nor for paying interest thereon.

EXCEPTIONS AND RESERVATIONS BY GOVERNMENT.

2. (a) Government does not lease but hereby excepts and reserves to itself all mines, minerals and quarries including any substance of a mineral nature which may be won from the earth whether on the surface or below it, with liberty to search for, work and remove the same in as full and ample a way as if this lease had not been made.

(b) Government does not lease but hereby excepts and reserves Area excluded.

to itself out of the land:—

(i) all rivers and streams with their beds and banks;

(ii) all watercourses and drainage channels;

(iii) all public thoroughfares now existing thereon or shown as proposed for construction on the plan or plans in the office of the Collector, and

(iv) the right of the public to traverse a width of 16\(\frac{2}{3}\) feet along one side of the line bounding 27.8 acres square wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 16\(\frac{2}{3}\) feet otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare and the tenant is prohibited from cultivating or otherwise obstructing the thoroughfare as provided.

(c) For the full discovery, enjoyment and use of any of the rights hereby reserved or stipulated, or for the protection and maintenance of any property hereby excepted it shall be lawful for Government through its authorised agents or for any officer of the State duly authorised in that behalf to enter upon the land and occupy it temporarily.

(d) If the tenant at any time fails to erect or maintain proper boundary marks in accordance with the conditions of the lease, the Collector may, without prejudice to any of the rights hereby conferred or conferred by law on Government, cause such boundary marks to be erected or repaired, as the case may be, and may recover the cost incurred thereby from the tenant.
OBLIGATIONS OF THE TENANT

3. The tenant covenants with Government as follows, namely:

(a) to complete installation of the tube-well within two years after the date of taking possession of land;

(b) to pay to or on behalf of Government all sums mentioned in this lease which may be due under these presents at the proper time and place and in such manner as may be prescribed by law or by the order of any competent authority;

(c) to use the whole or any part of the land for no purpose other than that of agriculture by means of tube-well and not for irrigation by means of water derived from Government canals, and not to erect any building except such building as may in the opinion of the Collector be required for agricultural purposes, and not to use cultivated or managed land in any way liable to harm it or lessen its value;

(d) at his own cost, when so required by the Collector, to erect permanent marks on the land hereby demised demarcating correctly the boundaries and limits thereof, and at all times to maintain the same in good repair in accordance with any direction from time to time issued in that behalf by the Collector;

(e) not to construct or alter any drainage or watercourse channel upon the land without the permission of the Collector and to pay the whole or such proportion of the cost of any watercourse from which a supply of water is available as the Collector may determine in accordance with the general or special orders of Government whether such watercourse may have already been constructed or may hereafter be constructed;

(f) to surrender on notice by Government so much of the land as may be required for public or for the exercise of the mineral rights hereby excepted and reserved to Government;

(g) to surrender the whole or any part of the land which may be found to have been allotted or demised to any other person;

(h) not to do or suffer to be done any act inconsistent with or injurious to any of the rights excepted and preserved to Government or any other persons under this lease or otherwise and in particular to permit without let or hindrance all officers or servants of the State or other persons duly authorised by Government in this behalf to enter upon the land at all times and do acts and things necessary for or incidental to —

(i) the purposes of enforcing compliance with any of the terms of this lease;

(ii) any purpose connected with the construction, maintenance and repair of thoroughfares, drainage channels and watercourse; or

(iii) any purpose connected with the full enjoyment, discovery and use of the mineral or other rights herein reserved to Government, without claim to compensation whether by reduction of rent or otherwise, except as hereinafter specifically provided;

(iv) not to interfere with the lawful use by the public of any thoroughfare on the land or with the exercise of any existing rights and easements thereon by any third person;

(v) without first obtaining the permission in writing of Government, not to assign, sublet or transfer by mortgage, or assignment, by way of sub-lease to such sub-tenants as may be reasonably believed to cultivate the land with their own hands in the manner provided by this lease;

(k) at the end or sooner termination of the lease, to leave the land and surrender it peaceably to Government;

(l) to remain at all times of loyal behaviour and in any time of trouble or disorder to render active support to the Government and its officers and to accept the decision of Government as to whether this covenant has been fulfilled or not;

(m) to render all such assistance in the prevention or discovery of crime as may be incumbent on any owner or occupier of land by any law or rule for the time being in force in the Punjab and to be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any law for the time being in force in the Punjab;

(n) within six calendar months next after the date of these presents to erect and finish at his own cost on the land hereby demised, or elsewhere as near to the land as possible, houses for the use of sub-tenants and dependents in accordance with a plan or plans to be approved in writing.
by the Collector and not to erect or suffer to be erected on the demised land any building or permanent structure other than and except the said houses and buildings for agriculture purposes and to comply with all such directions as the Collector may issue from time to time as regards the boundary marks and keep the same when erected or repaired and order;

(o) not to make any alteration in the plan or elevation of the said houses without such consent as aforesaid in order to use the same or permit the same to be used for any purpose other than that of houses for sub-tenants and dependents;

(p) to secure that the method of farming, housing and living of sub-tenants and dependents conform as far as possible to the principals and programme of rural reconstruction laid down in the publications of the various departments of government and the book “Better Villages”;

(q) to keep as tenants persons from his own or other waterlogged chaks.

(2) Failure to comply with any sub-clause above shall be deemed to be a breach of the terms of this lease and the Collector’s decision whether there has been a breach or non-fulfilment of any of the said Clauses shall be final.

PROVISOS

4. It is expressly agreed between the parties hereto as follows:

Resumption.

(a) (i) if the tenant commits any breach of or fails to perform any of the terms or conditions of this lease or suffers or permits such breach or non-performance or

(ii) if the tenant is declared insolvent then without prejudice to his rights otherwise Government shall be entitled to resume the land/or adopt any other remedy provided for in the Colonization of Government Land (Punjab) Act, 1912;

Forfeiture of security.

(b) the advance deposit of _______________ shall be liable to forfeiture to Government if the Collector is satisfied that the tenant is negligent in the fulfilment of the conditions of this lease and in improving the land.

Reversion and compensation.

(c) on the expiry of the term of the lease the land shall revert to Government on payment of such compensation as government may decide—

(i) in respect of pucca buildings constructed with the approval of the Collector;

(ii) in respect of the machinery of the tube-well after considering their depreciation, unless the Government, as it appears, permits the removal of the aforesaid material and machinery;

(iii) for damage caused to the surface of the land or to any thing attached thereto or to property of tenant by the act or negligent omission of any person duly authorised to enter the land in exercise of the powers in respect of the mineral rights reserved to the Government, as may be assessed by the Collector; and

(iv) for damage to standing crops caused in exercise of the rights to construct or alter watercourses, as may be assessed by the officer under whose orders such action is taken;

(d) any compensation payable by the Government to the tenant and any sum or sums otherwise due to the Government from the tenant may be set off against each other;

(e) if the tenant is ordered under section 118 of the Code of Criminal Procedure, 1898, to execute a bond to be of good behaviour, or is restricted to any area by an order under section 1, 6 or 12 of the Restriction of Habitual Offenders Act, 1918, or is sentenced to a term of imprisonment of one year or longer and the order or sentence is not set aside or the sentence not reduced to a term of less than one year on appeal or revision, the Collector may order the resumption of the tenancy as provided in section 24 of the Act;

(f) (i) if any question of doubt or objection shall arise in any way connected with or arising out of these presents, or about the meaning or operations of any part thereof or the rights, duties or obligations of either party, then save in so far as the decision of any such matter has been herebefore provided for and has been so decided every such matter including the following questions shall be referred to the arbitration of the Commissioner, namely:—

(g) Whether any other provision has been made in these presents for the decision of any matter and if such provision has been made whether it has been finally decided accordingly; and
(b) whether the lease should be terminated or has been rightly terminated and what are the rights and obligations of the parties as the result of such termination.

(i) The decision of the Commissioner shall be final and binding, and when any of the matters above mentioned involves a claim or the payment, recovery or reduction of money, only the amount so decided shall be recoverable in respect thereof.

INTERPRETATION

5 In these presents, unless the context otherwise requires:

(a) "The Act" means the Colonization of Government Lands (Punjab) Act, 1912;

(b) "Canal Officer" means such officer of the Irrigation Branch of the Public Works Department, Punjab, as may be duly authorized by Government to deal with any of the matters mentioned herein;

(c) "Collector" means the Collector of the district for the time being and includes any person duly authorized by general or special order to act on behalf of Government in this behalf;

(d) "Commissioner" means the Commissioner of Division for the time being;

(e) "Local Authority" includes every person duly authorized to act on behalf of the Government of the Punjab in execution of any matter or thing contained in or arising out of the lease;

(f) "the said" means the said hereby demised; and

(g) "tenant" includes jointly and severally the heirs, legal representatives and assigns of the tenant permitted by Government.

STAMPING AND REGISTRATION

6. The tenant shall purchase the stamp and within four months from the date of execution shall present this instrument for registration at his own cost, failure which without prejudice to Government's rights otherwise, such failure shall be regarded as breach of the conditions hereof.

Signed for and on behalf of the Governor of the Punjab by .......... officer of .......... acting under orders of the Governor of the Punjab in presence of ............ (address) ............ on the ............ day of ............ in the year one thousand nine hundred and ............

Signed by the said .......... (description) on the ............ day of ............ in the year one thousand nine hundred and ............ in the presence of ............ ...

............ Witness

SCHEDULE

An area of .......... Acres ............ Kanals ............ Marlas

at a d n h a m a z a / t h e town of ............ district ............ shown in the revenue records of No ............ and bounded as follows:

record of the local authority

on the north by .......... on the east by .......... on the south by .......... on the west by ............

Signature of Executants and Witnesses.

IN WITNESS WHEREOF the said parties have hereunto set their hands at the places and on the dates hereinafter in each case specified.
60

(B) STATEMENT OF CONDITIONS ON WHICH THE PUNJAB GOVERNMENT ARE PREPARED TO GRANT TENANCIES FOR AGRICULTURAL PURPOSES OF LANDS TO WHICH THE COLONIZATION OF GOVERNMENT LANDS (PUNJAB) ACT, 1912, HAS BEEN APPLIED AND WHICH SHALL RECEIVE IRRIGATION FROM THE TUBE-WELLS INSTALLED BY GOVERNMENT.


In pursuance of the provisions of sub-section (2) of Section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Government of the Punjab is pleased to issue the following statement of conditions applicable to tenancies on co-operative basis for agricultural purposes of lands to which the Colonization of Government Lands (Punjab) Act, 1912 has been applied and which shall receive irrigation from the tube-wells installed by Government under the "Grow More Food Scheme".

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 any tenancy granted on co-operative basis on these conditions shall be a scheduled tenancy under Section 4 of the Act.

2. The Punjab Government are prepared on the conditions set out below to grant tenancies on co-operative basis for agricultural purposes of lands to which the Colonization of Government Lands (Punjab) Act, 1912 has been applied and which shall receive irrigation from the tube-well installed by Government under the "Grow More Food Scheme" but no person shall be entitled as of right to receive a grant and the Financial Commissioner will retain an absolute discretion in the selection of tenants.

CONDITIONS APPLICABLE TO TENANCIES

3. The tenancy shall be selected by the Collector of the district or the colony in which the land is situated from among the persons residing in the same district or colony:

(a) Landless refugee or local tenants whose holdings have been acquired for public purposes; and

(b) tenants of evacuee land as defined in clause 1 (iv) of the scheme framed by the Rehabilitation Commissioner (Land) under the Pakistan Rehabilitation Ordinance, 1948, whose tenancies have been allotted to refugees under the Rehabilitation Settlement Scheme for Khudkash.

Provided that the tenancies will be allotted to other persons if those falling in categories (a) and (b) above are not available.

4. The Collector shall allot sixty per cent of the land to the tenants at a scale of 15 acres each and reserve the rest of the land for village sites etc.

5. The tenancy granted shall be for the period mentioned in the allotment order issued by the Collector under section 10 (3) of the Act and shall not be for less than fifteen years and more than twenty years.

6. After the tenants have been selected and allotted land, they shall form a co-operative farming society registered under the Co-operative Societies Act, 1912 in a chak of an area of about 400 acres and also where there is a tube-well.

7. The Collector shall hand over the tube-wells to the society concerned through the Registrar, Co-operative Societies for irrigation purposes. Thereafter the maintenance and working of the tube-wells will be the responsibility of the society concerned. The society shall pay to Government 50 per cent of the capital cost thereof in instalments to be fixed, and in the manner directed, by the Government Department.

8. Except as otherwise provided every allotment shall be deemed to include the exercise and use of all rights, easements and appurtenances belonging and appertaining to the land.

9. No tenant shall be entitled to transfer or alienate his shares without the consent of the Collector.

10. The tenant shall cultivate food and fodder crops only but there rotation of crops is considered necessary, growing of other crops shall be permissible.

11. The tenant may use free of cost for the bonafide purposes connected with the cultivation or reclamation of the said lands any trees or brush-wood standing thereon with the permission of the Collector concerned in writing provided that the price of those trees or brush-wood which it may be necessary to remove in order to bring the said land or any part thereof under cultivation, shall be paid to the Collector concerned, at such rates as may be determined by him, in equal half yearly instalments not extending beyond the term of the tenancy, and the first of such instalments shall be paid with the rent or the first instalment of the rent payable after the said date may be:

Provided further that four trees at least shall be left standing on the said land; and that no trees or brush-wood standing on the said land shall be sold, bartered, exchanged or given away to any tenant.
12. (a) The tenant shall not pay rent to Government for the first year of allotment of land to him but shall pay Rs. 5 per acre allotted for the second year and rupees ten per acre allotted per annum for the subsequent years.

(b) In addition to the rent the tenant shall pay on demand to Government or as Government may direct:

(i) such rates and cesses as are chargeable on the land and which are primarily payable by the owner thereof, and
(ii) all other rates (including occupier’s rates and acreage rate) taxes, charges (other than land revenue) and outgoings which may be imposed in respect of the land or become payable by the owner or occupier thereof.

(c) With regard to the rent mentioned in sub-clause (a) above Government reserve the right to recover it in cash. The payments mentioned in this sub-clause shall be made to such persons and at such times and places as the Collector may from time to time notify.

13. (1) No allotments unless is otherwise specifically provided, shall be interpreted as creating or transferring any rights in minerals whatsoever but such rights shall be deemed to have been expressly excepted and reserved to Government, with liberty to search for, work and remove any minerals existing on, over or below the land to which the grant relates in as full and ample a way as if the grant had not been made and for the full discovery, enjoyment and use of the rights in minerals so reserved it shall be lawful for Government through their authorised agents or assigns or for any officer of the Government duly authorised in that behalf to enter the land and occupy it temporarily for the purpose of enforcing these rights.

(2) Unless it is otherwise specifically provided, the following shall be deemed to have been expressly excluded from every grant:

(a) all rivers and streams with their beds and banks;
(b) all water-courses and drainage channels; and
(c) all public thoroughfares existing on the land at the time when the allotment is made together with any road or path which it is proposed to construct. For the protection and maintenance of any property so excluded from the grant by operation of this sub-clause it shall be lawful for Government through their authorised agents to enter upon the land and make such use thereof as may be necessary for these purposes.

14. Government reserve the right to create a public right of way not exceeding three karans in width across the land whenever this may be considered desirable in the public interest by the Collector or to construct a water-course or alter an existing water-course whenever this may be considered desirable by the Collector after consultation with the Irrigation Cen. Officer, and when any watercourse is altered so much of the land under the abovementioned water-course as falls within this area granted to the tenant shall form part of such grant:

Provided that the land of such grant which has been taken under the new roads and water-courses shall be excluded from such grant.

15. The boundaries of the chak shall be surveyed and chak-bandi done by the Irrigation Department.

16. The tenant shall—

(1) make payment of the rent or any other payments which are payable to or on behalf of Government under the grant on or before the dates on which they fall due;

(2) use the land for the sole purpose of agriculture and shall not permit or suffer any other use of the land than agriculture and/or use the land for building purposes;

(3) not use, cultivate or manage the land, or any part there- of in manner which renders it unfit for agricultural purposes or do or suffer to be done any act inconsistent with or injurious to any of the right excepted and reserved to Government;

(4) keep always at least one half of the area under cultiva- tion.

(5) permit without let or hindrance all officers or servants of the Government and all other persons duly authorised by Government in that behalf to enter the land or any building thereon at all times and do acts and things necessary for or incidental to:

(a) the purpose of enforcing compliance with any of the terms or conditions of the grant or of ascertaining whether they have been duly performed or observed, or
(b) any purpose connected with the full enjoyment, discovery, and use of the rights reserved to the Government; Provided that no residential building shall be so entered except at a reasonable time and after twenty four hours notice.

(6) Not interfere with the lawful use by the public of any thoroughfare on the land to which the grant relates or with the exercise by any person of any rights and easements existing thereon at the time of the grant or allow.

(7) At his own cost when so required by the Collector to erect permanent marks on the lands granted demarcating correctly the boundaries and limits thereof at all times and maintaining the same in good repair in accordance with any directions from time to time issued by the Collector.

(8) Not construct or alter any canal water-course or drainage channel upon the land without the permission of the Canal Officer.

(9) To pay such amount towards the cost of the following works as the Collector or the Canal Officer, acting under his direction, whether the cost has already been incurred at the time of the grant or may be incurred thereafter: namely—

(a) the survey and demarcation of the land;
(b) the construction of any water-course in the estate in which the land is situated and from which a supply of water is available for the land;
(c) the construction of any roads, paths, culverts or bridges necessary for the general convenience of the estate in which the land is situated;
(d) the maintenance and repair of any such roads, paths, culverts or bridges.

(10) To leave the land as soon as the grant is terminated and surrender it peaceably to the Collector and, so far as required, existing thereon and deliver up the land in a level state without structure and as it was in its former condition.

(11) Not to sow any rabi crop during the concluding season of the tenancy if the allotment is terminated at the end of the Kharif Season and shall not sow any Kharif crop during the concluding season of the allotment if the allotment is terminated at the end of the rabi season.

(12) In either of the following events, namely:—

(a) if the land or any portion thereof is required for any public purpose, or

(a) if it should be found that the whole or any part of the land has already been granted to any third person, surrender the whole or so much of the land as may be required on demand by the Collector for the same public purpose or for delivery to the grantee concerned.

(13) Remain at all times loyal and not to obstruct or join in preventing the effective discharge and the carrying into effect of any law or rules or Government’s instructions issued thereunder and at any time of emergency or render active support to the Government and their officers and to accept the decision of Government as to whether this condition has been fulfilled or not.

(14) Render all such assistance in the prevention or assistance in detection of crime as may be incumbent on any owner or occupier of land by any law or rule for the time being in force in the Punjab, and to be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any such law for the time being in force in the Punjab.

(15) On demand by the Collector, exchange the tenancy for a tenancy on the same terms and conditions over such well irrigated land elsewhere as nearly as may be equal in value to the land surrendered, the said terms and conditions to apply in like manner as if the land taken in exchange had been the land originally granted.

(16) To plant trees on the surrounds of each field and on the boundaries thereof and to obey all instructions issued from time to time by the Director of Agriculture, Punjab with a view to ensure better agricultural returns.

(17) Obey all instructions issued from time to time by the Director of Industries, in regard to the development of cottage industries and other subsidiary occupations.

(18) Obey all instructions issued from time to time by the Director of Agriculture, Punjab with a view to ensure better agricultural returns.
(10) To obey all instructions issued by a competent officer of the Veterinary Department with regard to the maintenance of at least one pedigree bull and such number of cows or other animals for the estate as may be approved by the Government.

(20) To dispose of their surplus produce in accordance with the instructions of the Government as may be issued from time to time. Provided that the instructions under clauses 16, 17, 18, 19, and 20 shall be issued through the Registrar Co-operative Societies.

Killabandi:

(21) Assist when so required the killabandi staff in the performance of their duties relating to killabandi work.

Watbandi:

(22) Do the watbandi work of the area allotted.

17. The Society shall work according to model by-laws approved by Government. The main functions of the Society shall be:

(1) to take over tehsell from the Collector and arrange cultivation by the members according to a plan to be prepared by the society and approved by the Registrar Co-operative Societies;

(2) to provide dwelling houses for members;

(3) to supply good seed, fertilizers, improved agricultural implements and otherwise arrange for the adoption of the best possible method of agriculture;

(4) to acquire implements, machinery or cattle for hire to members;

(5) to promote the breeding of improved breed of livestock;

(6) to arrange for the plantation and growth of trees in chak;

(7) to encourage in the colony the development of cottage industries and other subsidiary occupations and to provide facilities in respect of funds raw materials, tools, technical and marketing of the finished products;

(8) to arrange for the marketing of the produce of all kinds of chak;

(9) to create funds for loans to members for productive purposes such as purchase of seed, fodder, manure, cattle, agricultural implements, improvement of land purchase raw material and equipment for cottage industries, construction of dwelling houses or cattle sheds etc.

(10) to settle disputes between its members inter se;

(11) to undertake such other activities for the welfare and prosperity of the members as may be prescribed by Government.

18. (1) If the tenant disobeys the Society or its by-laws or commits any breach of or fails to comply with any term or condition of the allotment or suffers or permits such breach or non-compliance, the allotment shall be liable to be cancelled.

(2) If any tenant is:

(a) ordered under section 118 of Code of Criminal Procedure to execute a bond to be of good behaviour, or

(b) restricted to any area by an order under the Punjab Habitual Offenders Act, 1918, or

(c) sentenced to a term of imprisonment for one year or longer and the order of sentence is not set aside or the sentence is not reduced to a term of less than one year on appeal or revision, he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may remove such a member from the membership of the Society without prejudice to any other remedy and resume his tenancy.

19. Should the tenant at any time fail to erect or maintain boundary marks, the Collector may without prejudice to any other rights conferred upon Government, cause such boundary marks to be erected or repaired, as the case may be, and may recover the cost incurred thereby on the tenant.

20. Every tenant shall take up his residence permanently in the estate in which the said lands are situated within six months of the date of allotment of land to him by the Collector and within one year of the 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 Collector) on his own land.

21. If within three years from the commencement of allotment of tenancy in the estate no suitable well for drinking purposes is constructed for the estate in which the said land is situated, the Collector may have well constructed by such agency as he deems fit and in such case the tenants shall be bound to pay to the Government the cost thereof. The payment shall ordinarily be made in advance but no
payment except for special reasons, shall be enforced until the expiry of three years from the date on which the allotable area of the estate has been put into the possession of the tenant.

Compensation.

22. (1) No compensation shall be payable by Government, in respect of the exercise of any rights reserved or conferred by the terms of any grant except as provided in section 25 of the Act, or in the cases mentioned hereunder namely:

(a) for actual damage or for occupation in connection with the exercise of rights other than those relating to the construction of water-courses or creation of rights of way under condition No. 9 above, such compensation as may be determined by the Collector;

(b) for damage caused to standing crops in exercise of the rights relating to water-courses, such compensation as may be determined by the Canal Officer;

(c) on resumption of the whole or any portion of the land, otherwise than on exchange, for breach of conditions, compensation shall be payable in the form of a proportionate reduction of the rent, according to the general principles applicable to the acquisition of land for public purposes;

(d) on exchange such compensation for improvements as the Collector may determine;

(e) if the tenancy is discontinued the tenant shall be entitled to receive compensation as the Collector may determine for the houses built and improvements made by him on the land such as trees and wells.

(2) The arbitrator shall have power to decide any matter so referred including the following questions:

(a) Whether any other provision has been made for the decision of any matter and if such provision has been made whether it has been finally decided accordingly, and

(b) Whether the grant should be terminated or has been rightly terminated and what are or will be the rights and obligations of the parties as the result of such termination.

(3) The decision of the arbitrator shall be final and binding and when any matter so referred to arbitration involves a claim for the award, increase or reduction of a sum of money by way of compensation or any other payment or recovery of money only the amount decided by the arbitrator shall be recoverable in respect of the dispute so referred.

25. In this statement of conditions unless there is anything repugnant in the context:

(a) "the Act" means the Cultivation of Government Lands (Punjab) Act, 1912 as in force for the time being;

(b) "the Canal Officer" means such officer of the Irrigation Branch of the Public Works Department, Punjab, as may be duly authorized to deal with any of the matters mentioned therein;

(c) "the Collector" means the Collector of the district for the time being and includes any other person duly authorized by general or special order to act on behalf of Government in this behalf;

(d) "the Commissioner" means the Commissioner of the Division for the time being;

(e) "Estate" means the revenue estate in which the land is situated;
(f) "the Financial Commissioner" means the officer so designa-
ted by the Punjab Government;

(g) the "Financing Institutions" mean the (1) Central Co-
operative Banks, (2) Banking Unions and (3) Punjab Pro-
vincial Co-operative Banks;

(h) "food and fodder crops" mean crops grown primarily for
food of men or cattle but it does not include cotton, sugar-
cane or hemp;

(i) "Government" means Punjab Government and shall be
meant to include successors and assigns of that Govern-
ment;

(j) "Irrigation Department" means the Irrigation Depart-
ment of the Public Works Department, Punjab;

(k) "improvements" mean improvements as defined in
Clause 19 of section 4 of the Punjab Tenancy Act, 1907;

(l) "Kharif Crop" and "Rabi Crop" mean the crops generally
sown and harvested in the Kharif and Rabi seasons respec-
tively and the demand of water rate in respect of which
is included in the Khatauns of the Irrigation Department
of the Public Works Department, Punjab for those seasons
and should any question arise whether any crop is a
Kharif or a Rabi crop the question shall be decided by the
Canal Officer under whose orders the Khatauns of the
Irrigation Department are prepared in the area in which
the land is situated;

(m) "the Kharif season" and "the Rabi season" mean the season
of approximately six months each generally known as the
Kharif and Rabi seasons respectively, and should any
question arise whether the date on which anything has
been done falls in one season or the other the question
shall be decided by the Collector whose decision shall be
final;

(n) "Kulabandi staff" means the revenue staff employed to
work in the kulabandi operations;

(o) "the land" shall so far as each separate tenancy is concerned
be deemed to apply to and designate the lands included in
the tenancy;

(p) "minerals" includes all substances of a mineral nature
which can be won from the earth such as coal, earth-off, gold
washings, stones and forms of soil which can be used for

a profitable purpose on removal, whether existing on, over
or below the surface of the land;

(q) "Society" means the Co-operative Society registered under
the Co-operative Societies Act, 1912, for Co-operative farm-
ing
STATED CONDITIONS ON WHICH THE WEST
PAKISTAN GOVERNMENT ARE PREPARED TO GRANT
STATE WASTES LAND ON TUBE-WELL SINKING CON-
DITIONS IN THE DISTRICTS OF LAHORE, SKEIKHU-
PURA, GUJRANWALA, SHAHPUR, LYALLPUR, JHANG,
MONTGOMERY AND MULTAN TO WHICH THE COLONI-
ZATION OF GOVERNMENT LANDS (PUNJAB) ACT, 1914
APPLIES.

West Pakistan Government, Revenue and Rehabilitation Department
Notification No. Col. 16/2-59, dated the 23rd September, 1959.

In exercise of the powers conferred by sub-section (2) of section
10 of the Colonization of Government Lands (Punjab) Act, 1914, the
Governor of West Pakistan is pleased to issue the following statement
of conditions on which the West Pakistan Government are willing to
grant State waste land in the Districts of Lahore, Sheikhupura, Gujr-
ranwala, Shahpur, Lyallpur, Jhang, Montgomery, and Multan, in
which the Colonization of Government Lands (Punjab) Act, 1914,
applies:

General.
1. This statement of conditions is issued subject to the provisions
of the Colonization of Government Lands (Punjab) Act, 1914, here-
after called "the Act," and any tenancy granted on these conditions
shall be a scheduled tenancy under section 4 of the said Act.

Areas.
2. The West Pakistan Government are prepared to grant State
waste land in the estates in the Districts of Lahore, Sheikhupura,
Gujranwala, Shahpur, Lyallpur, Jhang, Montgomery and Multan, in
which the Act applies, to certain persons on application stamped with
a court fee label of the value of Rs. 50 (Rupees fifty) only on the
conditions set out below; provided that no person shall be entitled to
right to receive a grant.

Areas leased.
3. A tenancy of one hundred and fifty acres or thereabout may
be granted on these conditions; provided that the following categories
of land shall not be leased out, namely:

(a) Areas lying within a belt of—

(i) five miles running along and on the outer side of the
outer limits of the Corporation of the City of Lahore;
(ii) two miles running along and on the outer side of the
outer limits of a first class Municipality;
(iii) one mile running along and on the outer side of the outer
limits of any other town;
(iv) cultivated areas, including banjar jadid;
(v) areas already leased out under any of the schemes
approved by Government.

4. A person shall not be allotted land as a tenant under these
conditions until and unless he shall have paid to the West Pakistan
Government, in advance and in a lump sum, such amount as may
be prescribed by the Board of Revenue. Government will retain this
advance as security for the observance of the conditions herein con-
cerned and the Collector shall refund the same to the tenant only if
the tenant shall, on the termination of the tenancy, have paid
all dues to Government and have surrendered peacefully the posses-
sion of the land to Government:

Provided that if the tenant exercises the option, as hereinafter
provided, to purchase the land after the expiry of five years from the
time of commencement of the tenancy, the advance deposit shall be
refunded towards the price of the land.

5. If the tenant or his father, husband, wife or child, has pre-
viously received from Government a grant of land under the tube-
well sinking conditions published with the Punjab Government noti-
fication No. 4177-C, dated 8th September, 1932 or under these con-
ditions, he/she shall disclose the fact by a written acknowledgment
sent to the Collector prior to the issue of the order of allotment under
section 19 (3) of the Act.

6. The tenant, his father, wife or her husband (in case the te-
nant is a woman) and minor children can have only one lot or share
interest therein under these conditions and the tube-well condi-
tions published with former Punjab Government notification No. 4717-
C, dated the 8th September, 1932. If at any time it is found that the
tenant, his father, wife or her husband and minor children have got
more tenancies allotted on these conditions and on tube-well sink-
ing conditions published with the notification referred to above,
such tenancies shall be liable to resumption by the Collector, pro-
vided that a period of one month shall be allowed to the tenant his
father, wife or her husband and minor children to retain any one lot.
This choice shall be communicated jointly by all of them to the Collector, by registered post (acknowledgment due), within thirty days of the receipt of an intimation to that effect from the Collector.

Ineligibility.

7. If at any time, during the currency of tenancy it is found that the person allotted for the said purpose was not in the service of Government, a Local Body or a person having a Local Body or a Thai Development Authority, or was on either of the said dates, a husband or wife or minor child of a person in the service of Government, or a Local Body or a Thai Development authority, the tenancy shall be liable to resumption.

Purpose.

5. The tenancy will be granted for the sole purpose of agricultural purposes by means of a tube-well and specifically shall not be used for building purposes except such buildings as are in the opinion of the Collector, required for agricultural purposes.

Period of lease.

9. The tenancy shall be for a period of 20 (twenty) years and on the expiry of this period the tenant shall be entitled to a renewal of the tenancy for a further period of ten years only on such terms and conditions as may be prescribed by the Government with no further option of purchase or renewal, provided the option of renewal is exercised by the tenant in writing during the last year of the term at least six months before the date of its expiry.

Period of installation of tube-well.

10. The tenant shall complete installation of the tube-well in the land granted on these conditions, within a period of one year from the date of possession of the land and he shall obtain a certificate within eighteen months of the date of possession of the land in this behalf, to the effect that the tube-well capable of irrigating the whole area of the tenancy has been sunk by the tenant to his satisfaction.

Means of irrigation.

11. The tenant shall cultivate the land by means of water from the tube-well sunk by him in accordance with these tenancy conditions and shall not irrigate it from canal or from tube-well or well of another tenant or owner of land. If at any time water is supplied from any other source other than the tube-well the tenant shall be liable to resumption.

Payment of dues.

12. The tenant shall pay to Government all sums due under these conditions at the proper time and place and in such manner as may be prescribed by law or by the order of any competent authority.

Payment of rent.

13. The tenant shall pay rent (inclusive of land revenue but excluding cesses and taxes) to Government:

(a) during the first ten years from the date of commencement of the tenancy at the rate of—

(i) Rs. 5 per acre per harvest in respect of all areas so allotted; and

(ii) Rs. 6 per acre per harvest in respect of all areas in case any part thereof is situated within one mile from the centre of a metalled road or railway station; and

(b) with effect from the eleventh year of the tenancy at the rate of—

(i) Rs. 7-5-6 per acre per harvest in respect of all areas so allotted; and

(ii) Rs. 9 per acre per harvest in respect of all areas in case any part thereof is situated within one mile from the centre of a metalled road or railway station;

Provided that no rent will be charged for the first two years from the date of commencement of the tenancy.

14. The tenant shall bring at least half the cultivated land under foodgrains crops every year.

15. Any tenant, who has duly complied with all the terms and conditions of the grant to the satisfaction of the Collector and has duly paid all sums due from him to Government under these conditions, shall be entitled, after the expiry of five years from the date of commencement of the tenancy to exercise the option to purchase the land subject to the following conditions:

(a) The option will not be exercised before the expiry of a period of five years from the commencement of the tenancy, but may be exercised at any time during the sixth to nineteenth years of the tenancy.

(b) At the time of exercising the option to purchase the land at least 90 per cent of the area of the tenancy shall have been under crops during the two harvests preceding the date of application for purchase of the land.

(c) The tenant shall exercise this option of purchase in respect of the whole tenancy and not of a part only thereof.

(d) Any tenant, who owns, at any time, during the period from the date of this notification up to and including the date of exercise of option to purchase the land, either severally or jointly with co-sharer or co-sharers, so much land that the total area of that land owned by him plus the land allotted
on these conditions, is more than 250 acres shall not be allowed to purchase proprietary rights in the land allotted to him under these conditions.

(e) The tenant shall, on exercise of option to purchase the land, pay the price of the land equivalent to 30 times of the annual rent per acre thereof payable on the date of exercise of the option.

(f) A tenant shall ordinarily be allowed to exercise option to purchase the land only once, during the sixth to nineteenth year of the tenancy.

(g) The tenant shall pay the price of the land in either a lump sum or by instalments. In the former case it shall be paid within one year from the date of exercise of option to purchase the land. In the latter case he shall pay the price of the land in five years in ten (10) half-yearly equal instalments with interest on unpaid balances at the rate of four per cent per annum. In case of default in the payment of any instalment, penal interest at the rate of nine percent per annum on the amount overdue, for the period of default, shall be charged.

Provided that if the tenant fails to pay two consecutive instalments, the land shall be liable to the resumption by the Collector.

(ii) If any tenant elects to pay the price by instalments, he shall pay the first instalment within six months from the date of exercise of option to purchase and shall, within one year of the said date of option, execute, stamp and cause to be registered, at his own expense a sale agreement to purchase in such form as may, from time to time, be prescribed by the Board of Revenue.

Surcharge.

16. No tenant shall be allowed to have any other area in exchange of his tenancy either in part or in whole but the Board of Revenue may sanction the allotment to him of another tenancy provided that all the following conditions are fulfilled, namely:

(i) The Collector is satisfied that as a result of trial boring or after the installation of the tube-well the water has been found to be unfit for irrigation purpose.

(ii) The application for exchange is made within one year from the date of possession of the land.

(iii) A tenancy, as included in the approved schedules, is available for allotment.

(iv) The tenant surrenders his previous tenancy without claiming any compensation.

V. All grants, whether by way of tenancy or conferment of property any rights or otherwise, shall be subject to the following exceptions and reservations:

(i) No tenancy, unless it is otherwise specifically provided, shall be deemed to be expressly excepted from every grant;

(a) all rivers and streams, with their beds and banks;

(b) all water-courses and drainage channels; and

(c) all public thoroughfares existing on the land at the time when the grant is made together with any road or paths which may be shown as proposed for construction on a plan attached to the instrument of grant, if any;

and for the protection and maintenance of any property so excluded, it shall be lawful for Government through its authorised agents or officers to enter upon the land and make such use thereof as may be necessary for these purposes.

18. The tenant shall bring under cultivation at least half the area allotted to him within a period of five years from the date of commencement of the tenancy.

19. Without the previous consent, in writing, of the Collector, the tenant shall not transfer or charge the tenancy by sale, exchange, gift, will mortgage or any other private contract, except a sub-lease for a continuous period not exceeding three years.

Any such transfer or charge made without the said consent, in writing shall be void, and if the transferee has obtained possession he shall be ejected under the order of the Collector without any compensation.
28. The tenant covenants with Government as follows, namely:

(i) To make payment of the rent instalments or any other payment which are payable to or on behalf of Government under the grant on or before the dates on which they fall due.

(ii) To use the whole or any part of the land for purposes other than that of agriculture by means of tube-wells and not for irrigation by means of water derived from Government canal or tube-well or well of another tenant not to excess any bundungas except such bundungas as in the opinion of the Collector are required for agricultural purposes and not to use, cultivate or manage the land in any way liable to harm or lessen its value.

(iii) Not to do or suffer to be done any act inconsistent with injuries to any of the rights excepted and reserved by Government.

(iv) To permit without let or hindrance all officers or servants of the State and all other persons duly authorized by Government in that behalf to enter the land or any building thereon at all times and do all acts and things necessary for incidental to—

(a) the purpose of enforcing compliance with any of the terms or conditions of the grant or of ascertaining whether they have been duly performed or observed; or

(b) any purpose connected with full enjoyment discovered and use of the rights reserved to the State.

Provided that no residential building shall be so entered except at a reasonable time and after twenty-four hours notice.

(iii) At his own cost, when so required by the Collector to erect a part mark on the land hereby leased demarcate the boundaries and limits thereof and at all times maintain the same in good repair in accordance with all directions from time to time issued by the Collector.

(vi) In either of the following events:

(a) if the land or any portion thereof is required for a public purpose; or

(b) if it should be found that the whole or any part of the land has already been granted or allotted to any other person, to surrender the whole or so much of the land as may be required on demand by the Collector or by previous grantees, as the case may be.
or to property of tenant by the act or negligent omission of any person duly authorized to enter the land in exercise of the powers in respect of the mineral rights reserved to the Government, as may be assessed by the Collector.

25. If any tenant fails to perform or commits any breach of any of the terms of condition of his tenancy, suffers or permits such breach or non-performance, or if the tenant is sentenced to a term of imprisonment for one year or longer and the order of sentence is not set aside, or the sentence is not reduced to a term of less than one year on appeal or revision, the Collector may at any time thereafter determine the tenancy and resume possession of the land.

Arbitration.

26. If any question or difference in any matter except in respect of compensation shall at any time hereafter arise between Government and the tenant any touching or concerning the tenancy, or the construction, meaning, operation or effect thereof or of any clause herein contained, or as to the rights, duties or liabilities of either party under or by virtue of this act, or touching the subject matter of this act or arising out of or in relation thereto, then save in so far as the decision of any such matter has been herebefore provided for and has been so decided, the matter in difference shall be referred to the arbitration of the Commissioner whose decision shall be final and binding.

Stamping and Registration.

27. When the tenant has paid the full price of the land and has complied with all other conditions of the tenancy he shall execute, stamp and cause to be registered, at his own expense, a deed of conveyance in such form as may, from time to time, be prescribed by the Board of Revenue. The deed shall amongst other contain the following two conditions,—

(a) The vendee shall not assign, either by sale or by mortgage, the whole or a part of the land during the five years from the date of the deed of conveyance without the previous consent, in writing, of Government.

(b) If at any time canal water is supplied to the land, either with or without the consent of the vendee, he shall pay without demur to Government, the market price of the land on the date of extension of canal water, less price already paid for the purchase of the land in question.

28. In these conditions, unless there is anything repugnant in the context:—

Interpretation

(a) "the Act" means the Colonization of Government Lands (Punjab) Act, 1912, as in force for the time being;

(b) "the Collector" and the "Commissioner" mean the Collector and Commissioner for the time being of the District or Division in which the land is situated, and include any person duly authorized by general or special order to exercise the powers of a Collector or a Commissioner in respect of the conditions governing a grant;

(c) "estate" means the revenue estate in which the land is situated;

(d) "Government" means the Government of West Pakistan and shall be deemed to include the successors and assigns of that Government;

(e) "grant" includes any grant made in respect of land to which the Act has been applied, whether made by way of enforcement of proprietary right or of demise or otherwise;

(f) "grantee" includes any person holding under a grant whether as proprietor or as tenant or otherwise, and shall be deemed to include the successors of the grantee; and any liability imposed by these conditions shall be the liability of the successors;

(g) "the Irrigation Branch" means the Irrigation Branch of the Public Works Department, West Pakistan;

(h) "the Kharif season" and "the Rabi season" mean the season of approximately six months each generally known as the Kharif and Rabi season, respectively; and should any question arise whether the date on which anything has been done or should be done falls in one season or the other, the question shall be decided by the Collector, whose decision shall be final;

(i) "the land" means the land which is the subject of the grant;

(j) "minerals" include all substances of a mineral nature which can be won from the earth, such as coal earth-oil for a profitable purpose on removal whether existing on, over or below the surface of the land.
STATEMENT OF CONDITIONS ON WHICH THE WEST PAKISTAN GOVERNMENT ARE PURSUING 1969-70 PAKISTAN WASTE LANDS ON WELF SINKING CONDITIONS, 1972 ACT APPLIES (No. 2 of 1972) OF THE GOVERNMENT LANDS (PUNJAB) ACT, 1972 APPLIES

Section 1. Statement of conditions

The government, by the Governor of West Pakistan in his executive capacity, has appointed a government officer to regulate the conditions under which land is to be granted to the tenant. The conditions are as follows:

1. The tenant shall pay an annual rent not exceeding one thousand rupees for each acre of land granted.
2. The tenant shall undertake to cultivate the land without waste and to maintain the land in good order.
3. The tenant shall not transfer the land to any other person without the written consent of the government.
4. The tenant shall not use the land for the purpose of building or constructing any structure.
5. The tenant shall not allow the land to remain fallow for more than one year without the permission of the government.
6. The tenant shall not engage in any activity that may harm the environment or the health of the surrounding area.
7. The tenant shall comply with all laws and regulations governing the use of land.

Section 2. Renewal of lease

The lease will be renewed automatically at the end of each year unless the tenant fails to meet any of the conditions stated above. The tenant may apply for a renewal of lease before the expiration of the current lease period.

Section 3. Termination of lease

The lease may be terminated by the government if the tenant fails to meet any of the conditions stated in Section 1. In such cases, the government shall give the tenant three months notice before terminating the lease.

Section 4. Enforcement

The government shall have the power to enforce the conditions stated in this document. Any violation may result in legal action against the tenant.

Section 5.Effect of this document

This document is effective from the date of its issuance and shall continue in effect until revoked by the government.

[Signature]

General

[Name]

Government Officer

[Date]
husband or wife or minor child of a person is the service of Government, a local body or Thai Development Authority, the tenancy shall be liable to resumption.

**Purpose.**

8. The tenancy will be granted for the sole purpose of agricultural purposes, except such buildings as are, in the opinion of the Collector, required for agricultural purposes.

Period of lease.

9. The tenancy shall be for a period of twenty (20) years on the expiry of this period the tenant shall be entitled to a renewal of the tenancy for a further period of ten years only, on such terms and conditions as may be prescribed by Government, on further option of purchase or renewal, provided the option in the tenancy at least six months before the date of its expiry.

**Means of Irrigation.**

10. The tenant shall complete installation of the well in the land granted on these conditions within a period of one year from the date of possession of the land, and he shall obtain a certificate from the Collectors, to the effect that the well, capable of irrigating the land, has been sunk by the tenant to his (Collector's) satisfaction.

11. The tenant shall cultivate the land by means of water from the well sunk by him in accordance with these conditions and shall not irrigate it from canal or from tube-well or well of another source other than the well, the tenancy shall be liable to resumption.

12. The tenant shall pay to Government all sums due under these conditions at the proper time and place and in such manner.

13. The tenant shall pay rent (exclusive of land revenue but excluding cesses and taxes) to Government:

(a) during the first ten years from the date of commencement of the tenancy, at the rate of—

(i) Rs. 5 per acre per harvest in respect of all areas

(b) with effect from the eleventh year of the tenancy, at the rate of—

(i) Rs. 7-8 per acre per harvest in respect of all areas so allotted; and

(ii) Rs. 9 per acre per harvest in respect of all areas, in case any part thereof is situated within one mile of the centre of a village or a railway station:

Provided that no rent will be charged for the first two years from the date of commencement of the tenancy.

14. The tenant shall bring at least half the cultivated land under rice grain crops every year.

15. Any tenant, who has duly complied with all the terms and conditions of the grant to the satisfaction of the Collector and has paid all sums due from him to Government under these conditions, shall be entitled, after the expiry of five years from the date of commencement of the tenancy to exercise the option to purchase the land subject to the following conditions:

(a) The option will not be exercised before the expiry of a period of five years from the commencement of the tenancy, but may be exercised at any time during the sixth to nineteenth years of the tenancy.

(b) At the time of exercising the option to purchase the land at least 90 per cent of the area of the tenancy shall have been under crops during the two harvests preceding the date of application for purchase of the land.

(c) The tenant shall exercise this option of purchase in respect of the whole tenancy and not of a part only thereof.

(d) Any tenant, who owns, at any time during the period from the date of this notification up to and including the date of exercise of option to purchase the land, either severally or jointly with co-sharer or co-sharers, so much land that the total area of that land owned by him plus the land allotted on these conditions is more than 250 ares, shall not be allowed to purchase proprietary rights in the land allotted to him under these conditions.

(e) The tenant shall, on exercise of option to purchase the land, pay the price of the land equivalent to 30 times of the annual rent per acre thereof payable on the date of the exercise of the option.
(f) A tenant shall ordinarily be allowed to exercise options to purchase the land only once, during the sixth to ninth year of the tenancy.

(g) The tenant shall pay the price of the land either in lump sum or by instalments. In the former case it shall be paid within one year from the date of exercise of option to purchase the land. In the latter case he shall pay half-yearly equal instalments with interest on unpaid balances at the rate of four per cent per annum. In case of default in the payment of any instalment, penal interest at the rate of nine per cent per annum on the amount overdue, for the period of default shall be charged.

Provided that if the tenant fails to pay two consecutive instalments, the land shall be liable to resumption by the Collector.

(h) If any tenant elects to pay the price by instalments, he shall pay the first instalment within six months from the date of exercise of option to purchase and shall, within one year of the said date of option, execute, stamp and cause to be registered, at his own expense, a sale agreement to purchase in such form as may, from time to time, be prescribed by the Board of Revenue.

16. No tenant shall be allowed to have any other area to exchange of his tenancy either in part or in whole but the Board of Revenue may sanction the allotment to him of another tenancy provided that all the following conditions are fulfilled, namely:

(i) The Collector is satisfied that as a result of trial boring or after the installation of the well, the water has been found to be unfit for irrigation purposes.

(ii) The application for exchange is made within one year from the date of the possession of the land.

(iii) A tenancy, as included in the approved schedules, is available for allotment.

(iv) The tenant surrenders his previous tenancy without claiming any compensation.

Mineral rights.

17. All grants, whether by way of tenancy or conferment of proprietary rights or otherwise, shall be subject to the following exceptions and reservation:

(i) No tenancy, unless it is otherwise specifically provided, shall be interpreted as creating or transferring any rights in mineral whatsoever, but such rights shall be deemed to have been expressly excepted and reserved to the State with liberty to search for work and remove any minerals existing on; over or below the land to which the grant relates, in as full and ample a way as if the grant had not been made; and for the full discovery, enjoyment and use of the rights in minerals so reserved, it shall be lawful for Government through its authorised agents. or assigns or for any officer of the Government duly authorised in that behalf to enter the land and occupy it temporarily.

(ii) Unless it is otherwise specifically provided, the following shall be deemed to have been expressly excluded from every grant:

(a) all rivers and streams, with their beds and banks;

(b) all rivers and streams, with their beds and banks;

(c) all public thoroughfares existing on the land at the time when the grant is made together with any road or paths which may be shown as proposed for construction on a plan attached to the instrument of grant, if any; and for the protection and maintenance of any property so excluded, it shall be lawful for Government through its authorised agents to enter upon the land and make such use thereof as may be necessary for these purposes.

18. The tenant shall bring under cultivation at least half of the area allotted to him within a period of five years from the date of commencement of the tenancy.

19. Without the previous consent, in writing, of the Commissioner of the Division, the tenant shall not transfer or charge the tenancy by sale, exchange, gift, will, mortgage or any other private contract, except a sub-lease for a continuous period not exceeding three years. Any such transfer or charge made without the said consent, in writing, shall be void, and if the transferee has obtained possession, he shall be ejected under the orders of the Collector without any compensation.

20. The tenant covenants with Government as follows:

(i) To make payment of the rent instalments or any other payments which are payable to or on behalf of Government under the grant on or before the dates on which they fall due.

(ii) To use the whole or any part of the land for no purpose other than that of agriculture by means of well and not for irrigation by means of water derived from Government canal or tube-well or well of another tenant; and not to erect any buildings except such buildings as may
in the opinion of the Collector be required for agricultural purposes, and not to use, cultivate or lessen its value.

(iii) Not to do or suffer to be done any act inconsistent with or injurious to any of the rights excepted and reserved to Government.

(iv) To permit without let or hindrance all officers or servants of the State and all other persons duly authorized by Government in that behalf to enter the land or any part thereof at all times and do all acts and things necessary or incidental to—

(e) the purpose of enforcing compliance with any of the terms or conditions of the grant, or of ascertaining or determining the same.

(b) any purpose connected with full enjoyment, discovery and use of the rights reserved to the State:

Provided that no residential building shall be so entered except at a reasonable time and after twenty-four hours’ notice.

(c) At his own cost, when so required by the Collector, to erect permanent marks on the land hereby leased, demarcating correctly the boundaries and limits thereof, and at all times maintain the same in good repair in accordance with the directions from time to time issued by the Collector.

(ii) In either of the following events:

(d) if the land or any portion thereof is required for any public purpose; or

(b) if it should be found that the whole or any part of the land has already been granted or allotted to any other person, to surrender the whole or so much of the land as may be required on demand by the Collector or by the previous grantee, as the case may be.

Loyalty.

To remain at all times of loyal behaviour, and not to obstruct or join in preventing the effective discharge and the carrying into effect of all Statutes or Rules and Government’s instructions thereunder, and at any time of trouble to render active support to the State and its officers, and to accept the decision of Government as to whether this covenant has been fulfilled or not.

(off) The tenant shall plant at least one tree on the boundary of every killa of the tenancy.

(ac) The tenant may at his option, plant a garden in an area not exceeding 1/6th of the tenancy but he shall not be entitled to any compensation for such trees or garden at the time of the termination of the tenancy or earlier if the land is resumed for breach of these conditions.

(c) The tenant shall not cut the trees, whether bearing fruit or not, grown on the land, without the permission in writing of the Collector, except such trees as may be necessary for agricultural purposes.

(c) Every grant shall be deemed to include the exercise and use of all rights, easements and appurtenances belonging to the land, except as otherwise provided.

(xii) To surrender the land peacefully on the termination of the tenancy.

21. The tenant, after installation, shall maintain the well in working order throughout the period of the tenancy.

22. On the expiry of the term of the tenancy, Government may, with the consent of the tenant, acquire the material of the houses and buildings constructed with the approval of the Collector and the well gear, on payment of such compensation as the Collector may determine, after taking into consideration their depreciation. In the absence of mutual agreement the tenant shall be permitted to remove the aforesaid material and gear within three months of the termination of the tenancy.

23. The tenant shall not at the termination of the tenancy or on its determination earlier for a breach of any of the conditions hereinafter contained, be entitled to any compensation, whatever, for un-cut and ungathered crops, buildings and well gear standing on the land and these shall become the property of Government if not removed within the prescribed period.

24. Government agrees to pay such compensation for damage caused to the surface of the land or to any thing attached thereto or to property of tenant by the act or negligent omission of any person duly authorized to enter the land in exercise of the powers in respect of the mineral rights reserved to the Government as may be assessed by the Collector.

25. If any tenant fails to perform or commits any breach of any of the terms or conditions of his tenancy or suffers or permits such breach or non-performance, or if the tenant is sentenced to a term of imprisonment for one year or longer and the order of sentence is not set aside, or the sentence is not reduced to a term of less
than one year on appeal or revision, the Collector may at any time thereafter determine the tenancy and resume possession of the land.

26. If any question or difference in any matter except in respect of compensation shall at any time hereafter arise between Government and the tenant any way touching or concerning the tenancy, or the construction, meaning, operation or effect thereof of or any clause herein contained, or as to the rights, duties or liabilities of either party under or by virtue of this grant, or touching the subject matter of this grant or arising out of or in relation thereto, then save in so far as the decision of any such matter has been herebefore provided for and has been so decided, the matter in difference shall be referred to the arbitration of the Commissioner who shall have power to decide any matter so referred including the following questions:

(i) Whether any other provision has been made in these presents for the decision of any matter and if such provision has been made whether it has been finally decided accordingly; and

(ii) Whether the grant should be terminated or has been rightly terminated, and what are will be the rights and obligations of the parties as a result of such termination. The decision of the arbitrator shall be final and binding.

27. When the tenant has paid the full price of the land and has complied with all other conditions of the tenancy he shall execute, stamp and cause to be registered, at his own expense, a deed of conveyance in such form as may, from time to time, be prescribed by the Board of Revenue. The deed shall amongst others, contain the following two conditions:

(a) The vendee shall not alienate, either by sale or by mortgage, the whole or a part of the land during the five years from the date of the deed of conveyance without the previous consent, in writing, of Government.

(b) If at any time canal water is supplied to the land, either with or without the consent of the vendee, he shall pay without demur to Government, the market price of the land on the date of extension of canal water, less price already paid for the purchase of the land in question.

Interpretation.

28. In these conditions, unless there is anything repugnant in the context:

(a) "the Act" means the Colonization of Government lands (Punjab) Act, 1912, as in force for the time being;

(b) "the Collector" and the "Commissioner" means the Collector and the Commissioner for the time being of the district in which the land is situated, and include any other person duly authorized by general or special order to exercise the powers of a Collector or a Commissioner in respect of the conditions governing a grant;

(c) "estate" means the revenue estate in which the land is situated;

(d) "Government" means the Government of West Pakistan and shall be deemed to include the successors and assigns of that Government;

(e) "grant" includes any grant made in respect of land in which the Act has been applied, whether made by way of conferment of proprietary rights or of demise or otherwise;

(f) "grantee" includes any person holding under a grant whether as proprietor or as tenant or otherwise, and shall be deemed to include the successors of the grantee; and any liability imposed by these conditions shall be the liability of the successors;

(g) "the Irrigation Branch" means the Irrigation Branch of the Public Works Department, West Pakistan;

(h) "the Kharif season" and "the Rabi season" mean the season of approximately six months each generally known as the Kharif and Rabi season, respectively; and should any question arise whether the date on which anything has been done or should be done falls in one season or the other, the question shall be decided by the Collector, whose decision shall be final;

(i) "the land" means the land which is the subject of the grant;

(f) "minerals" include all substances of a mineral nature which can be won from the earth, such as coal, earth-oil, gold-washings, stones and forms of soil which can be used for a profitable purpose on removal whether existing on, over or below the surface of the land.
STATEMENT OF CONDITIONS ON WHICH THE WEST PAKISTAN GOVERNMENT ARE PREPARED TO GRANT LAND IN THE DISTRICTS OF CAMPBELLPUR, DERA GHAY, GUJRANWALA, GUJRAT, JHELUM, JHANG, LAHORE, LYALLPUR, MIANWALI, MONTGOMERY, MULAN, MUZAFAARGARH, RAWALPINDI, SHAHPUR, SHEIKHPURA, SIALKOT, BAHAWALPUR, BAHAWALNAGAR AND RAHIMYARKHAN FOR BREEDING LIVE-STOCK.

WEST PAKISTAN GOVERNMENT.
REVENUE AND REHABILITATION DEPARTMENT
Notification No. Col. 7/1-1/58, dated the 3rd May, 1958.

In exercise of the powers conferred by subsection (2) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor of West Pakistan is pleased to issue the following statement of conditions on which the West Pakistan Government are prepared to grant State uncommanded and uncommandable waste land in the districts of Campbellpur, Dera Ghazi Khan, Gujranwala, Gujrat, Jhelum, Jhang, Lahore, Lyallpur, Mianwali, Montgomery, Multan, Muzaffargarh, Rawalpindi, Shahpur, Sheikhupura, Sialkot, Bahawalpur, Bahawalnagar and Rahimyarkhan to which the Act applies to certain persons for livestock breeding:

1. General.—This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter called the "Act" and any tenancy granted on these conditions shall be a scheduled tenancy under section 4 of the said Act.

2. Power to grant.—The West Pakistan Government are prepared to grant State uncommanded and uncommandable waste land in the districts of Campbellpur, Dera Ghazi Khan, Gujranwala, Gujrat, Jhelum, Jhang, Lahore, Lyallpur, Mianwali, Montgomery, Multan, Muzaffargarh, Rawalpindi, Shahpur, Sheikhupura, Sialkot, Bahawalpur, Bahawalnagar and Rahimyarkhan to which the Act applies to certain persons on application on the conditions set out below, provided that no person shall be entitled as of right to become Government in the selection of tenants.

3. Purpose.—The tenancy shall be used for the sole purpose of breeding livestock, and shall in no case be used for the purposes of building except such buildings as are in the opinion of the Director, Animal Husbandry Department required for breeding purposes.

4. Depositories.—If the tenant or his father, husband, wife or child, has previously received from Government any grant of land under these conditions or on other conditions referred to in clause 6 he/she shall disclose the fact in a written acknowledgement to the Collector prior to the issue of the order of allotment under section 10 (2) of the Act.

5. Eligibility.—Only those persons who have interest in or experience of livestock breeding may be selected by the Government for allotment of land on these conditions. The selection shall be made by the Government in the report of the Director, Animal Husbandry Department.

6. Ineligibility.—The tenant, his father, wife or her husband (in case the tenant is a woman) and minor children cannot have any right or interest therein under these conditions or on other conditions referred to in clause 6:

(a) Tube-well conditions published with the Government notification No. 4/17-C, dated 30th September, 1952;
(b) Tube-well/well sinking conditions published with West Pakistan Government notification No. Col. 16-2/58, dated 30th September, 1958;
(c) Horse/hide breeding conditions;
(d) Cow, buffalo and sheep breeding conditions;
(e) Ghori-pal grants;
(f) Resumed lambadari grants.

7. Size of tenancy.—The size of tenancy shall be such as may be specified in the allotment, but in no case shall exceed 900 acres, provided that the following categories of land shall not be leased at all, namely:

(i) command or commandable in the foreseeable future by canal irrigation; and
(ii) uncommanded and uncommandable land included in any schedule of another approved scheme.
(iii) charaghah;
(iv) area lying within a belt of—
(a) five miles running along and on the outer side of the outer limits of the Corporation of the City of Lahore;
(b) two miles running along and on the outer side of the outer limits of a first class Municipality; and
(c) one mile running along and on the outer side of the outer limits of any other town;
(v) cultivated areas, including banjar jadid;
(vi) areas already leased out under any of the schemes approved by Government.

8. Period of tenancy—The tenancy granted on these conditions shall be for a period of twenty years in the first instance and at the expiry of this period it will be determined unless it is renewed by the Government. Before the expiry of the tenancy, the tenant may appeal to the Government for its renewal. If the Government is satisfied that the tenant has duly complied with all the terms and conditions of the expired tenancy and that his work has been satisfactory, the Government may renew the tenancy for a further period of ten years on such fresh terms and conditions as may be prescribed. The discretion of the Government in renewing the lease shall be absolute.

9. Rent—The tenant shall pay to the Government at such place and time as may be specified in the allotment order—

Rent at Rs. 5 per acre per annum, inclusive of land revenue but exclusive of cesses, and other taxes;

Provided that the Government shall remit the whole demand on account of land revenue, rent and other rates etc., for the first two years with effect from the commencement of the tenancy.

10. Area under cultivation—The tenant shall sow only such crops as are required for breeding animals and maintain it in good condition by fencing, seeding, and re-seeding to the satisfaction of the Officer-in-charge of the schemes (Animal Husbandry Department). He shall grow fodder in not less than 1/3rd of the cultivated area under each harvest and keep the pedigree animals in good condition.

11. Conditions for breeding—(1) The tenant shall maintain on each square or rectangle of land, one cow/buffalo or five sheep of the breeding approved by the Officer-in-charge of Schemes (Animal Husbandry Department); provided that the number of animals which a tenant shall be required to maintain may be altered by the Officer-in-charge of Schemes (Animal Husbandry Department) may require the maintenance of one bull/bull-buffalo instead of a cow/buffalo, if he considers this necessary in the interest of the livestock husbandry of the local area.

(2) The tenant shall make up the entire stock to be maintained under these conditions within one year of getting possession of the land.

(3) The tenant shall not keep on the land other live-stock except one pair of bullocks for each 12½ acres of ploughed land without the permission in writing of the Director, Animal Husbandry, West Pakistan.

12. Decrease in strength—Any decrease in the strength of the livestock shall be made up by the tenant within three months by replacement with animals approved by the Officer-in-charge of Schemes (Animal Husbandry Department) or any officer authorised by him in this behalf.

13. Replacement—if any animal of the breeding stock becomes unsuitable for the purpose of the tenancy the officer-in-charge of Schemes (Animal Husbandry Department) may require the tenant to replace it with an approved animal.

14. Progeny—The tenant shall rear not less than 50 per cent of the progeny up to the age of two years, but the Director may ask the tenant to rear 20 per cent of the selected stock up to the age of three years.

15. Restriction on disposal—The tenant shall not sell or dispose of any animal from the herd without prior permission of the Director, Animal Husbandry.

16. Inspection—The tenant shall produce the herd for inspection, whenever so directed by the Officer-in-charge of the Schemes (Animal Husbandry Department) or any officer authorised by him in this behalf.

17. Tatticking—All the livestock maintained under these conditions shall be branded as directed by the Officer-in-charge of the Schemes (Animal Husbandry Department). If the tenant is not in a position to do so, the officer-in-charge of the Schemes (Animal Husbandry Department) shall arrange this at a nominal charge not exceeding annas four per head.

18. Castration—The tenant shall not castrate any male stock until directed by the Officer-in-charge of the Schemes (Animal Husbandry Department).
10. Maintenance—The tenant shall carry out all breeding, feeding, management and treatment operations, strictly in accordance with the instructions of the Officer-in-charge of the schemes (Animal Husbandry Department) and main the stock in good physical condition at all times. For this purpose he shall grow such grasses, fodder, cereals, etc., and in such quantities as may be fixed by the Officer-in-charge of the schemes (Animal Husbandry Department). The tenant shall keep adequate stock of dry fodder and also provide for periods of scarcity.

20. Produce—All the produce of the farm shall be the property of the tenant but the Officer-in-charge of the schemes (Animal Husbandry Department) shall have the right to purchase any surplus stock at a reasonable price to be determined by him for issue to other breeders or for Government purposes.

21. Records—The tenant shall maintain breeding and other records in such forms and registers as may be prescribed by the Director. The record shall be open to inspection by the officers of the Animal Husbandry Department. The forms and registers shall be supplied by that Department free of cost.

22. Sickness and precautions—(i) The tenant shall immediately report to the Animal Husbandry Department, for prompt action, the prevalence of any contagious or infectious disease or any disease which may affect: an unusually large number of animals in the flock and shall take such measures to check the disease as may be prescribed by the Officer-in-charge of the schemes (Animal Husbandry Department).

(ii) The tenant shall report the sickness, disablement, loss or death of any animal of the stock immediately to the nearest Veterinary Hospital, and in case of death shall not dispose of the carcass without the previous permission of an officer of the Animal Husbandry Department not below the rank of a Stock Assistant. Where an officer of the Animal Husbandry Department does not inspect the carcass at the tenancy within twenty-four hours of the receipt of the report, the tenant shall be at liberty to dispose of it. He shall for purpose of inspection, preserve the skin of the animal for one week from the date of death of animal.

23. Structures—The tenant shall build at his own expense such sheds or structures for the livestock as may be prescribed by the Director, Animal Husbandry.

24. Division—The tenant shall enclose the land with a fence or hedge the satisfaction of the Officer-in-charge of the schemes (Animal Husbandry Department) and divide the tenancy into blocks each separated from the next by a fence or hedge in accordance with a plan to be approved by the Officer-in-charge of the Schemes, (Animal Husbandry Department).

25. Drugs—The tenant shall keep, at his own expense, adequate quantities of drugs and medicines which may be prescribed by the Director, Animal Husbandry.

26. Mineral rights—All grants, by way of tenancy, shall be subject to the following exceptions and reservations:

(i) No tenancy, unless it is otherwise specifically provided, shall be interpreted as creating or transferring any rights in mineral whatsoever, but such rights shall be deemed to have been expressly excepted and reserved to the State with liberty to search for, work and remove any minerals existing on, over or below the land to which the grant relates, in as full and ample a way as if the grant had not been made; and for the full discovery, enjoyment and use of the rights in minerals so reserved, it shall be lawful for Government through its authorised agent or assigned or for any officer of the Government duly authorised in that behalf to enter the land and occupy it temporarily.

(ii) Areas excluded—Unless it is otherwise specifically provided, the following shall be deemed to have been expressly excluded from every grant:

(a) all rivers and streams, with their beds and banks;
(b) all water-courses and drainage channels; and
(c) all public thoroughfares existing on the land at the time when the grant is made together with any road or path which may be shown as proposed for construction on a plan attached to the instrument of grant, if any;

And for the protection and maintenance of any property so excluded, it shall be lawful for Government through its authorised agents to enter upon the land and make such use thereof as may be necessary for the purposes.

(iii) Entry—To permit without let or hindrance all officers or servants of the State and, all other persons duly authorised by Government in that behalf to enter the land or any building thereon at all times and do all acts and things necessary for or incidental to:

(c) the purpose of enforcing compliance with any of the terms or conditions of the grant or of ascertaining whether they have been duly performed or observed; or
(b) any purpose connected with full enjoyment, discovery and use of the rights reserved to the State.

Provided that no residential building shall be so entered except on a reasonable time and after twenty-four hours' notice.

(ii) Boundary Marks.—At his own cost when so required by the Collector to erect permanent marks on the lands hereafter leased, demarcating correctly the boundaries and limits thereof, and at all times maintain the same in good repair in accordance with any directions from time to time issued by the Collector.

(u) Tube-well Installation.—(1) The tenant shall, within one year of his taking possession of the land install a tube-well at his own expense.

(2) In such cases as may be recommended by the Director, Animal Husbandry, West Pakistan, the Government may advance loan not exceeding the cost of a tube-well of one cubic capacity to the tenant. The loan shall be repayable with interest at the rates applicable in the case of interest on taccu loans per annum in 20 half-yearly instalments, commencing from the 5th year.

(vi) Means of Irrigation.—The tenant shall cultivate the land by means of water from the tube-well sunk by him in accordance with these conditions and shall not irrigate it from canal or from tube-well or well of another tenant or owner of land. If at any time water is supplied from any source other than the tube-well, the tenancy shall be liable to rescission.

(vii) Payment of dues.—The tenant shall pay to Government all sums due under these conditions at the proper time and place and in such manner as may be prescribed by law or by the order of any competent authority.

(viii) Prompt Payment.—The tenant covenants with Government as follows, namely:

To make payment of the rent instalments or any other payment which are payable to or on behalf of Government under the grant on or before the dates on which they fall due.

(ix) Use of land.—To use the whole or any part of the land for no purpose other than that of breeding live-stock on the allotted land by means of irrigation by tube-well and shall not irrigate the land from tube-well or well of another tenant and not to erect any building except such building as may be prescribed by the Director.

(x) Assignment, transfer, etc.—The tenant shall not assign, sublet or transfer by mortgage, or otherwise part with the land or any part thereof without the permission in writing of the Government.

(xi) Boundary Mark.—If the tenant at any time fails to erect or maintain proper boundary marks in accordance with the conditions of the lease the Collector may without prejudice to any of the rights hereby conferred or conferred by law on Government, cause such boundary marks to be erected or repaired as the case may be and may recover the cost incurred thereby from the tenants.

(xii) Surrender for public purposes or in case of mistake.—In either of the following events:

(a) If the land or any portion thereof is required for any public purpose, or

(b) If it should be found that the whole or any part of the land has already been granted or allotted to any other person, to surrender the whole or so much of the land as may be required on demand by the Collector or by the previous grantee as the case may be.

(xiii) Against Injury.—Not to do or suffer to be done any act inconsistent with or injurious to any of the rights excepted and reserved to Government.

(xiv) Rights of public, etc.—Not to interfere with the lawful use by the public of any thoroughfare on the land or with the exercise of any existing rights and easements thereon by any third person.

(xv) Loyalty.—To remain at all times of loyal behaviour and not to obstruct or join in preventing the effective discharge and the carrying into effect of all statutes or rules and Government's instructions thereunder and at any time of trouble to render active support to the State and its officers, and to accept the decision of the Government as to whether this covenant has been fulfilled or not.

(xvi) Trees, etc.—(1) The tenant shall plant and grow trees and shrubs of such type and in such number as may be fixed by the Deputy Director.

(2) The tenant may use for his personal needs brush-wood and trees standing on the said land but he shall not sell or utilize the same for profit.

(xvii) Reversion.—To surrender the land peacefully on the termination of the tenancy.
27. Succession—In the event of the death of the tenant, the Government, unless it decide to resume the tenancy absolutely resolved to itself the right to allot the tenancy to any one of the heirs of the deceased for the unexpired period of lease provided that the deceased tenant has satisfactorily fulfilled the conditions of the lease. The other heirs shall have no claim to it.

28. Resumption—The tenancy shall be liable to resumption at any time without any compensation if subsequent to its allotment the tenant has been found ineligible for the grant or has furnished wrong information at the time of selection.

29. Resumption—If the Government is satisfied that the tenant has committed a breach or non-observance of the conditions herein-contained, the Collector shall after giving the tenant an opportunity to appear and state his objections—

(a) impose on the tenant a penalty not exceeding one hundred rupees; or

(b) order resumption of the tenancy;

Provided that if the breach is capable of rectification the Collector shall not impose any penalty or order resumption of a tenancy unless he has issued a notice in writing requiring the tenant to rectify the breach within a reasonable time, not being less than one month to be stated in the notice, and the tenant has failed to comply with such notice.

30. Option to purchase livestock—In case the Government decides to resume the grant on the death of the tenant or in consequence of a breach of the conditions of the lease, the tenant shall be entitled to the value of any building erected, tube-well sunk and tree planted by him with the sanction of the Collector, and in case of dispute as to the value thereof the same shall be settled by the Commissioner of the Division but in no case shall it exceed the original cost after the deduction of proper depreciation.

Provided that the Government shall have option to purchase the livestock on the tenancy at a price to be fixed by the Commissioner of the Division in consultation with the Director.

31. Occupancy Rights—No person shall be deemed to be a tenant or to have any right or title in the land allotted to him until a written order in such form as may be prescribed by the Government has been passed by the Collector and the allottee has taken possession of the land with the permission of the Collector. After possession has been taken, the tenancy shall be held subject to the conditions herein contained.

32. Arbitration—In the event of any difference or dispute arising between the Government and the tenant as to the property or as to the rights reserved to the Government, or as to any of the conditions of the tenancy, or as to any matter or in any way connected herewith including a difference or dispute as to the interpretation of any term or condition of this instrument and as to whether the lease has been duly terminated and the rights and obligations flowing from such termination, the decision of which has not been otherwise provided for, such difference or dispute shall be referred for arbitration to the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant.

33. Damages—Government agrees to pay such compensation for damage caused to the surface of the land or to anything attached thereto or to property of tenant by act or negligent omission of any person duly authorised to enter the land in exercise of the powers in respect of the mineral rights reserved to the Government as may be assessed by the Collector.

34. Re-entry—If any tenant fails to perform or commits any breach of any of the terms or conditions of his tenancy or suffers or permits such breach or non-performance, or if the tenant is sentenced to a term of imprisonment for one year or longer and the said sentence is not set aside or the sentence is not reduced to a term of less than one year on appeal or revision, the Collector may at any time hereafter determine the tenancy and resume possession of the land.

35. Surveying and registration—The tenant shall purchase the stamps and within three months from the date of possession of the land shall present for registration at his own cost failing which without prejudice to Government's rights otherwise the failure shall be regarded as breach of the conditions thereof.

36. Revocation—In these conditions, unless there is anything repugnant in the context:

(a) "Act" means the Colonization of Government Lands (Punjab) Act, 1912 as in force for the time being.

(b) "Collector" and the "Commissioner" mean the Collector and the Commissioner for the time being of the District or Division in which the land is situated, and include any other person duly authorised by general or special order to exercise the powers of a Collector or a Commissioner in respect of the conditions governing a grant.

(c) "Estates" means the revenue estate in which the land is situated.
(d) "Government" means the Government of West Pakistan and shall be deemed to include the successors and assigns of that Government.

(e) "Grant" includes any grant made in respect of land to which the Act has been applied whether made by way of conferment of proprietary rights or of demise or otherwise.

(f) "Grantee" includes any person holding under a grant whether as proprietor or as tenant or otherwise; and shall be deemed to include the successors of the grantee; and any liability imposed by these conditions shall be the liability of the successors.

(g) "Kharif season" and "Rabi season" mean the season of approximately six months each generally known as the Kharif and Rabi season, respectively, and should any question arise whether the date on which anything has been done or should be done falls in one season or the other, the question shall be decided by the Collector, whose decision shall be final.

(h) "Land" means the land which is the subject of the grant.

(i) "Minerals" include all substances of a mineral nature which can be won from the earth such as coal, earth-cement, gold-washings, stones and forms of soil which can be used for a profitable purpose on removal, whether existing on over or below the surface of the land.

(12) STATEMENT OF CONDITIONS ON WHICH THE WEST PAKISTAN GOVERNMENT ARE PREPARED TO GRANT STATE LAND FOR BREEDING PEDIGREE LIVESTOCK IN THE COLONY AREAS IN THE DISTRICTS OF CAMPBELLPUR, DERA GHAZI KHAN, GUJRANWALA, GUJRAT, Jhelum, Jhang, Lahore, Lyallpur, Mianwali, Montgomery, Multan, Muzaffargarh, Rawalpindi, Shahpur, Sheikhupura and Sialkot (except Thal Project Colony) TO WHICH THE COLONIZATION OF GOVERNMENT LANDS (PUNJAB) ACT, 1912, APPLIES.

WEST PAKISTAN GOVERNMENT.

REVENUE AND REHABILITATION DEPARTMENT

Notification No. Col. 7/1-1/58, dated the 3rd May, 1960.

In exercise of the powers conferred by sub-section (2) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor of West Pakistan is pleased to issue the following statement of conditions on which the West Pakistan Government are willing to grant State land in the canal colonies in the districts of Campbellpur, Dera Ghazi Khan, Gujranwala, Gujrat, Jhelum, Jhang, Lahore, Lyallpur, Mianwali, Montgomery, Multan, Muzaffargarh, Rawalpindi, Shahpur, Sheikhupura, Sialkot (except Thal Project Colony) to which the Act applies, to certain persons for breeding pedigree livestock:

1. General—This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereafter called the "Act" and any tenancy granted on these conditions shall be a scheduled tenancy under section 4 of the said Act.

2. Power to grant—The West Pakistan Government are prepared to grant land in the canal colonies (except Thal Project Colony) in the districts of Campbellpur, Dera Ghazi Khan, Gujranwala, Gujrat, Jhelum, Jhang, Lahore, Lyallpur, Mianwali, Montgomery, Multan, Muzaffargarh, Rawalpindi, Shahpur, Sheikhupura and Sialkot to which the Act applies, to certain persons on application, on the conditions set out below; provided that no person shall be entitled as of right to receive a tenancy under these conditions.

3. Purpose—The tenancy shall be used for the sole purpose of breeding pedigree livestock and shall not be used for the purpose of building, except such buildings as are, in the opinion of the Regional or Divisional Deputy Director, Animal Husbandry Department, of the Zone, required for breeding purposes.
4. Disclosure of previous grant—If the tenant or his father, husband, wife or child has previously received from Government any grant of land for livestock breeding under these conditions, he shall disclose the fact by written acknowledgment to the Collector prior to the issue of the order of allotment under sub-section (3) of section 10 of the Act.

5. Eligibility—Only those persons who have interest in or experience of livestock breeding shall be selected on the recommendations of the Director, Animal Husbandry Department for the allotment of land on these conditions.

6. Ineligibility—The tenant, his father, wife or her husband (in case the tenant is a woman) and minor children can have only one lot or share of interest therein under these conditions. If at any time it is found that the tenant, his father, wife or her husband and minor children have got two or more tenancies allotted on these conditions, all such tenancies shall be liable to termination by the Collector, provided that a period of one month shall be allowed to the tenant, his father, wife or her husband and minor children to retain any one of them. This choice shall be communicated in writing by the Collector to the tenant, by registered post (acknowledgment due) within thirty days of the receipt of an intimation from the Collector.

7. Size of tenancy—No tenant shall be allotted more than one rectangle or one square of land.

8. Period of tenancy—The tenancy granted on these conditions shall be for a period of ten years in the first instance, and at the expiry of this period it will be determined unless renewed on the recommendation of the Director, Animal Husbandry Department. Before the expiry of the tenancy or the renewed period of the tenancy, the tenant may apply to the Collector for its renewal. If the Collector is satisfied that the tenant has duly complied with all the terms and conditions of the existing tenancy and that his work has been satisfactory, he may renew it for a further period not exceeding five years at a time.

9. Assessments—The tenant shall pay to Government all land revenue, assessors’ rates, cesses and other charges and shall be at such rate as is being recovered from the permanent crops in the vicinity in which the land allotted on these conditions is situated, or at such rate as may from time to time be prescribed by Government at such time and place and in such manner as may be prescribed by law or by an order of any competent authority.

10. Area under cultivation—The tenant shall sow only such crops as are required for feeding animals and maintain it in good condition by fencing, seeding and reseeding to the satisfaction of the officer-in-charge of the Scheme. He shall grow fodder in not less than 1/3rd of the cultivated area under each harvest and keep the pedigree animals in good condition.

11. Conditions for breeding of pedigree livestock—(a) The tenant shall undertake to maintain one cow/buffalo approved by the officer-in-charge of Scheme (Animal Husbandry Department, Livestock Breeding) and the progeny up to the age of three years for every 12½ acres of irrigated land; provided that the officer-in-charge of the Scheme, Animal Husbandry Department may require the cultivation of one bull/bull buffalo instead of a cow/buffalo if he considers this necessary in the interest of livestock husbandry of the local area.

(b) If any animal of the breeding stock becomes unsuitable for the purpose of the tenancy, the officer-in-charge of Scheme, Animal Husbandry Department may reject it and require the tenant to replace it with an approved animal within three months.

12. Decrease in strength—Any decrease in the strength of the livestock through any cause shall be made up within two months by replacement with animals approved by the officer-in-charge of the Scheme, Animal Husbandry Department, Livestock Breeding or any Officer authorised by him in this behalf.

13. Approval—The cow/buffalo/bull/bull buffalo shall be of the breed approved by the officer-in-charge of the Scheme, Animal Husbandry Department, West Pakistan.

14. Strength—The strength of the stock mentioned in condition No. 11 shall be made up within three months of taking possession of the land.

15. Tattooing—All the livestock maintained under these conditions shall be branded or tattooed as directed by the officer-in-charge of Scheme, Animal Husbandry Department, Livestock Breeding. If the tenant is not in a position to do so, the officer-in-charge of the Scheme, Animal Husbandry Department, shall arrange this at a nominal charge not exceeding four annas per head.

16. Progeny—The tenant shall undertake to keep all the progeny up to the age of three years, provided that the officer-in-charge of the Scheme, Animal Husbandry Department, Livestock Breeding or an officer nominated by him may order the disposal of "not true to type" progeny and the male young stock at any time earlier than three years.

17. Maintenance of Livestock—The tenant shall carry out breeding, feeding, management and treatment of the stock strictly in accordance with the directions of the officer-in-charge of the Scheme, Animal Husbandry Department, Livestock Breeding and maintain the stock in good physical condition.
18. Maintenance of record.—The tenant shall maintain breeding and other records in such forms and registers as may be prescribed by the Director. The record shall always be open to inspection by the officials of the Animal Husbandry Department. The cost of the same shall be borne by the tenant.

19. Disposal.—The tenant shall not dispose of any animal out of the stock maintained under these conditions without the previous permission in writing of the officer-in-charge of the Animal Husbandry Department, Livestock Breeding or any officer authorised by him in this behalf.

20. Sale of surplus livestock.—All the livestock maintained under the grant shall be the property of the tenant, but the Animal Husbandry Department shall have the first right to purchase the surplus livestock at the prevalent market price fixed by the Director, Animal Husbandry Department.

21. Sickness, loss, death, etc.—The tenant shall report the sickness, disablement, loss or death of any animal of the stock immediately to the nearest Veterinary Hospital, and in case of death shall not dispose of the carcass without previous permission of an officer of the Animal Husbandry Department not below the rank of Stock Inspector. The carcass shall be inspected by the Animal Husbandry Department at the tenancy within twenty-four hours of the receipt of the report, and the tenant shall be at liberty to dispose of the animal carcass for the period of one week from the death of the animal.

22. Structures.—The tenant shall build at his own expense such sheds or structures for the livestock as may be prescribed by the Director, Animal Husbandry.

23. The tenant shall keep, at his own expense, adequate quantities of drugs and medicines which may be prescribed by the Director, Animal Husbandry.

24. Mineral rights.—All grants, by way of tenancy, shall be subject to the following exceptions and reservations:

(i) No tenancy, unless it is otherwise specifically provided, shall be interpreted as creating or transferring any rights in mineral whatsoever, but such rights shall be deemed to have been expressly excepted and reserved to the State with liberty to search for, work and remove any minerals existing on, over or below the land to which the grant relates, in as full and ample a way as if the grant had not been made, and for the full discovery, enjoyment and use of the rights in minerals so reserved, it shall be lawful for Government through its authorised agents or assigns or for any officer of the Government duly authorised in that behalf to enter the land and occupy it temporarily.

(ii) Areas excluded.—Unless it is otherwise specifically provided, the following shall be deemed to have been expressly excluded from every grant:

(a) all rivers and streams, with their beds and banks;
(b) all watercourses and drainage channels;
(c) all public thoroughfares existing on the land at the time when the grant is made together with any road or band which may be shown as proposed for construction on a plan attached to the instrument of grant, if any.

And for the protection and maintenance of any property so excluded, it shall be lawful for Government through its authorised agents to enter upon the land and make such use thereof as may be necessary for these purposes.

(iii) Entry.—To permit without let or hindrance all officers or servants of the State and all other persons duly authorised by Government in that behalf to enter the land or any building thereon at all times and do all acts and things necessary for or incidental to—

(a) the purpose of enforcing compliance with any of the terms and conditions of the grant or of ascertaining whether they have been duly performed or observed; or
(b) any purpose connected with full enjoyment, discovery and use of the rights reserved to the State:

Provided that no residential building shall be so entered except at a reasonable time and after twenty-four hours' notice.

(iv) Boundary marks.—At his own cost, when so required by the Collector to erect permanent marks on the lands hereby leased, demarcating correctly the boundaries and limits thereof, and at all times to maintain the same in good repair in accordance with any directions from time to time issued by the Collector.

(v) Payment of dues.—The tenant shall pay to Government all sums due under these conditions at the proper time and place and in such manner as may be prescribed by law or by the order of any competent authority.
(vi) Prompt payment.—The tenant covenants with Government as follows, namely:

To make payment of the rent instalments or any other payment which are payable to or on behalf of Government under the grant on or before the dates on which they fall due.

(vii) Use of land.—To use the whole or any part of the land for no purpose other than that of breeding livestock on the allotted land and not to erect any building except such building as may be prescribed by the Director, Animal Husbandry.

(viii) Assignment, transfer, etc.—The tenant shall not assign, sublet or transfer by mortgage, or otherwise part with the land or any part thereof without the permission in writing of the Government.

(ix) Boundary marks.—If the tenant at any time fails to erect or maintain proper boundary marks in accordance with the conditions of the lease, the Collector may without prejudice to any of the rights hereby conferred or conferred by law on Government, cause such boundary marks to be erected or repaired, as the case may be and may recover the cost incurred thereby from the tenant.

(x) Surrender for public purposes or in case of mistake.—In either of the following events:

(a) If the land or any portion thereof is required for any public purpose; or

(b) If it should be found that the whole or any part of the land has already been granted or allotted to any other person, to surrender the whole or so much of the land as may be required on demand by the Collector or by the previous grantee, as the case may be.

(xi) Against injury.—Not to do or suffer to be done any act inconsistent with or injurious to any of the rights excepted and reserved to Government.

(xii) Rights of public, etc.—Not to interfere with the lawful use by the public of any thoroughfare on the land or with the exercise of any existing rights and easements therein by any third person.

(xiii) Loyalty.—To remain at all times of loyal behaviour, and not to obstruct or join in preventing the effective discharge and the carrying into effect of all statutes or rules and regulations of Government's instructions thereunder, and at any time of trouble to render active support to the State and its officers, and to accept the decision of Government as to whether this covenant has been fulfilled or not.

(xiv) Trees, etc.—(1) The tenant shall plant and grow trees and shrubs or such type and in such number as may be fixed by the Deputy Director.

(2) The tenant may use for his personal needs brush wood and trees standing on the said land, but he shall not sell or utilize the same for profit.

(xv) Resumption.—To surrender the land peacefully on the termination of the tenancy.

25. Succession.—In the event of the death of the tenant the Government absolutely reserves to itself the right to allot the tenancy to any one of the heirs of the deceased for the remaining period of the lease, provided that the deceased lessee has satisfactorily fulfilled the conditions of the lease. The tenancy being indivisible, the other heirs shall have no claim to it.

26. If the Government is satisfied that the tenant has committed a breach or non-observance of the conditions herein contained, the Collector, shall after giving the tenant an opportunity to appear and state his objections—

(a) impose on the tenant a penalty not exceeding one hundred rupees; or

(b) order resumption of the tenancy.

Provided that if the breach is capable of rectification the Collector shall not impose any penalty or order resumption of a tenancy unless he has issued a notice in writing requiring the tenant to rectify the breach within a reasonable time not being less than one month, to be stated in the notice and the tenant has failed to comply with such notice. In the case of resumption the tenant shall only be entitled to the value of any building erected, well sunk, and trees planted by him with the sanction in writing of the Collector, and in case of dispute as to the value thereof the same shall be settled by the Collector, but in no case shall it exceed the original cost after the deduction of proper depreciation. The right of resumption shall be without prejudice to the powers of the Government under section 28 of the Act.

27. Arbitration.—In the event of any difference or dispute arising between the Government and the tenant as to the property or as to the rights reserved to the Government, or as to any of the conditions of the tenancy or as to any matter or in any way connected
therewith including a difference or dispute as to the interpretation of any term or condition of this instrument, and as to whether the lease has been duly terminated, and the rights and obligations following from such termination, the decision of which has not been herein a breach or non-observance of the conditions herein contained, the arbitration to the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant.

28. Damages—Government agrees to pay such compensation for damage caused to the surface of the land or to anything attached thereto or to property of the tenant by the act or neglect of any person duly authorized to enter the land in exercise of the powers in respect of the mineral rights reserved to the Government, as may be assessed by the Collector.

29. Re-entry—If any tenant fails to perform or commits any breach of any of the terms or conditions of his tenancy or suffers or permits such breach or non-performance, or if the tenant is sentenced to a term of imprisonment for one year or longer and the order of sentence is not set aside, or the sentence is not reduced to a term of less than one year on appeal or revision, the Collector may at any time thereafter determine the tenancy and resume possession of the land.

30. Stamping and registration—the tenant shall purchase the stamps within three months from the date of possession of the land shall present this instrument for registration at his own cost, failing which without prejudice to Government's rights otherwise, the failure shall be regarded as breach of the conditions thereof.

31. Interpretation—In these conditions, unless there is anything repugnant in the context:

(a) "Act" means the Colonization of Government Lands (Punjab) Act, 1912, as in force for the time being;

(b) "Collector" and the "Commissioner" mean the Collector and the Commissioner for the time being of the District or Division in which the land is situated, and include any other person duly authorized by general or special order to exercise the powers of a Collector or a Commissioner in respect of the conditions governing a grant;

(c) "Estate" means the revenue estate in which the land is situated;

(d) "Government" means the Government of West Pakistan and shall be deemed to include the successors and assigns of that Government;

(e) "Grant" includes any grant made in respect of land to which the Act has been applied whether made by way of conferment of property rights or of demise or otherwise;

(f) "Grantee" includes any person holding under a grant whether as proprietor or as tenant or otherwise and shall be deemed to include the successors of the grantee and any liability imposed by these conditions shall be the liability of the successors;

(g) "Kharif season" and the "Rabi season" mean the season of approximately six months each generally known as the Kharif and Rabi seasons, respectively, and should any question arise whether the date on which anything has been done or should be done falls in one season or the other, the decision shall be decided by the Collector, whose decision shall be final;

(h) "land" means the land which is the subject of the grant;

(i) "minerals" include all substances of a mineral nature which can be won from the earth such as coal, earth-oil, gold-washings, stones and forms of soil which can be used for a profitable purpose on removal whether existing on or below the surface of the land.
STATEMENT OF CONDITIONS ISSUED UNDER SECTION 10 OF THE COLONIZATION OF GOVERNMENT LANDS (PUNJAB) ACT, 1912, RELATING TO GRANTS OF LAND TO RECipients OF PAKISTAN GALLANTRY AWARDS.


In pursuance of the provisions of subsection (2) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor of West Pakistan is pleased to issue the following statement of conditions on which the West Pakistani Government (hereinafter referred to as the Government) is willing to grant land in the districts of Multan, Montgomery, Lyallpur, Jhang, Sargodha, Muzaffargarh and Bahawalpur (hereinafter referred to as the said lands) to the Soldiers, Sailors and Airmen of all ranks who are recipients of award for acts of gallantry and other distinguished services to the State, or, in the case of posthumous awards, to their heirs (hereinafter referred to as the grantee) on the recommendations made in this behalf by the Services Headquarters of the Army, Navy and Air Force.

Provided that no land which lies within three miles of the outer Municipal limits of a Mandi Town, or Municipality to within one mile of a Railway Station shall be allotted under this scheme.

1. Conditions issued under the Colonization of Government Land (Punjab) Act, 1912—This statement is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as the “Act”.

2. Reservation by Government—The Government does not grant to the grantee 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 and quarries of whatever nature existing on, over or below the surface of 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, with full liberty to search for work and remove the same in as full and ample a manner as if this grant had not been made.

3. Powers of Government to enter—For the full discovery, enjoyment and use of rights hereby reserved or for the protection and maintenance of any property hereby excluded, it shall be lawful for the Government, through its authorised agents or any of its officers to enter upon the whole or any part of the said lands and make such use thereof as may be necessary for these purposes, without making any compensation to the grantee for such use and occupation except as is provided hereunder.

4. Compensation for damage occasioned by exercise of Government's powers—The Government agrees to pay to the grantee reasonable compensation for any damage at any time directly occasioned by the exercise by the Government of all or any of the rights given to the said lands contained in clauses 2 and 3, other than the existing rights of way and water and other easements.

5. The Government excepts and reserves the rights of the public to traverse a width of 6 karamas along one side of the lines bounding 1/7.5 acres rectangular/squares wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 karamas otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare, and the grantee is prohibited from cultivating or otherwise obstructing the thoroughfare so provided.

6. Powers to reserve land for roads—The grantee shall at all times, on receipt of requisition in writing signed by the Collector, permit the Collector or any officer authorised by him, on behalf of the Government, to take possession of, and finally to reserve 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 roads, canals, distributaries and water-courses or any work connected therewith.

7. No Compensation for Reservation or Resumption of land for roads—No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as reserved, or occupied, or any areas so reserved, no occupiers rates, land revenue, malikana, or cesses shall be payable by the grantee.

8. Cost of survey, demarcation of roads and culverts—The grantee shall be chargeable with the whole of the cost of the survey and demarcation of the said land together with his share of the cost of the watercourses of the estate in which the said lands are situated and of the roads and culverts necessary for the convenience of boundary marks on the said 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 by the Collector in the case of works of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by the Government or by the Collector respectively.

9. Boundary marks—The grantee shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct or maintain such marks on the limits of the said land or any part thereof and shall keep the same when erected, in good repair to the satisfaction of the Collector.

10. Assistance—The grantee shall render all such assistance in the prevention or detection of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in
force in West Pakistan and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under

11. Obligation of Loyalty.—The grantee shall be bound or remain at all times of loyal behaviour, and to not obstruct or join in preventing the operation and enforcement of any law for the time being in force; and at any time of trouble to render active support to the State and its officers. The decision of the Government whether this condition has been violated by the grantee shall be final; if the Government is of opinion that the guarantee has committed a breach of this condition, it may rescind the grant or any portion thereof either temporarily or permanently and such rescission shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

12. Tenancy liable to resumption on conviction of tenant—If the grantee is ordered under section 118 of the Code of Criminal Procedure, 1908 to execute a bond to be of good behaviour, or is restricted to an area by an Order under section 7, 8 or 12 of the Punjab Habitual Offenders Act, 1918, or is declared a goonda under the West Pakistan Control of Goondas Ordinance, 1959, or is sentenced to a term of imprisonment of one year or longer for an offence involving moral turpitude and the order or sentence is not set aside, or the sentence is not reduced to a term of less than one year on appeal or revision, or has been convicted for wilfully causing breach of the canals or distributaries, he shall be deemed to have committed a breach of the conditions of this grant, and the Collector may order the resumption of the grant as provided in section 24 of the Act.

13. Payment of land revenue and other charges—The grantee shall pay promptly, when due, in respect of the said lands or any part thereof:

(1) all land revenue assessment, occupier's rates, cesses or other charges imposed by competent authority under any law for the time being in force; and

(2) malikana at the rate of 12 paisas per acre per annum.

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.

14. First two harvests gathered from land—(a) Except as provided in sub-clause (b) of this clause, Government will remit the whole demand on account of land revenue, (or any payment made in lieu of land revenue) malikana, occupier's rates and cesses in respect of the first two harvests gathered from the lands of the grant when cultivated by means of canal irrigation.

(b) When a grant under these conditions is granted in respect of land which has already been the subject of a previous grant under this or any other statement of conditions, the grantee shall not enjoy any new period of remission in addition to the period of remission, if any, enjoyed by the original grantee under the conditions or his grant.

(c) The Collector shall decide which is the first harvest gathered from the lands of grant cultivated by means of canal irrigation and the decision of the Collector shall be final.

15. Construction of Drinking Well.—If within three years from the commencement of the allotment of grant in the estate suitable 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 levied until the expiry of three years from the date on which two-thirds of such area of the estate as has been earmarked for allotment has been put into the possession of the grantee.

16. Trees and Brushwood.—All trees and brushwood on the said lands shall be at the absolute disposal of the grantee, and may be sold by him.

17. Improvement.—The grantee may sink wells, make watercourses, plant trees and otherwise improve the land 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 2, provided that no watercourse shall be made on a plan or in a position not approved by the Irrigation Department, and that every watercourse in use shall be kept in proper repair by the grantee to the satisfaction of that Department.

18. Use and Cultivation of land.—The grant will be made for the sole purpose of agriculture, and specifically will not be used for building purposes. The grantees shall not use the allotted land or any part thereof in a manner which renders it unfit for the purpose for which he holds it and shall bring one-third of the cultivable area of the said land under cultivation within three years from the date on which he takes possession of the grant with the permission of the Collector and one-half thereof similarly reekoned within four years from the same date, and thereafter shall keep the said land continuously under cultivation to the extent of one-half thereof.
19. Residence—The grantee shall either himself settle in the estate in which the said land or any portion thereof is situate or if he so settle he shall cause some competent representative to do so on his behalf. So to settle within six months of the date on which the Collector directs that he shall put in possession of a specified area of land, and whether he himself or his representative so settles or within one year from the same date either himself build or cause to be built houses for himself or his representative and his tenant 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 if the tenant is a minor or the Collector is satisfied that for other sufficient reasons he is unable to appoint such representative to comply with the provisions of this clause.

20. Proprietary Rights—On the allotment of land the grantee shall be entitled to receive from a Government a deed in the form given in the Schedule attached hereto,* granting to him by way of conveyance the said land in full proprietary rights.

21. The deed of conveyance under these conditions shall be exempt from stamp duty and registration. It can, however, be registered at the option of the grantee on payment of Re. 1.

22. Proprietary rights in residential sites—A grantee who has acquired proprietary rights in his grant will also receive, free of any charge, proprietary rights in the land allotted to him in the village site.

23. Arbitration—(1) If any question or difference whatsoever shall at any time arise between Government and the grantee in any way touching or concerning his grant, or the construction, meaning, operation or effect of any of these conditions or as to the rights, duties or liabilities of either party under the grant or touching the subject matter of the grant or arising out of or in relation thereto, then save in so far as the decision of any such matter has been otherwise provided for and has been so decided, the matter in dispute shall be referred to the arbitration of the Commissioner.

(2) The arbitrator shall have power to decide any matter as referred including the following questions:—

(a) whether any other provision has been made for the arbitration of any matter, and if such provision has been made whether it has been finally decided accordingly, and

(b) whether the grant should be terminated or has been rightly terminated, and what are or will be the rights and obligations of the parties as the result of such termination.

*Note:—See page 334.
4. Government does not grant but excepts and reserves to itself:

(i) all mines, minerals and quarries including all substances or mineral nature which may be won from the earth, whether on the surface of or under the land, with liberty to search for, work and remove the same, in as full and ample a way as if the tenancy had not been granted;

(ii) all rivers and streams with their beds and banks;

(iii) all water-courses and drainage channels; and

(iv) all public thoroughfares existing thereon and to be constructed in future, shown in the plans which are open for inspection at the office of the Collector.

5. The tenant shall run the Educational Institution in accordance with the Education Code and subject to the supervision and control of the Director.

6. The building to be constructed on the land for the Educational Institutions shall not be built unless the plan thereof is approved by the Director. The tenant shall submit such plan to the Director within twelve months of the receipt by him of the allotment order or possession of the land, whichever is later.

7. The construction of the buildings shall be completed within a period of three years from the date of the allotment order or delivery of possession of the land, whichever is later.

8. The buildings so constructed shall be inspected by the Director to see that the construction is in accordance with the approved plan and the inspection report shall be submitted by him to Government in the Colonies Department.

9. The tenancy shall initially be for a period of 30 years renewable, on one year's notice, for a period of 20 years at a time: the total period of lease, however, shall not exceed 99 years.

10. The land is leased subject to the payment of rent at the rate of 50% of the present market value per annum.

11. During the term of the lease, the tenant shall pay yearly the rent and other rates, taxes, charges and other outgoings in the first calendar month of each year in such manner and at such place as the Collector may specify.

12. The tenant shall deposit security of such amount as may be specified by the Collector, pledged to the Collector, for the fulfillment of the conditions of this tenancy. The security shall be refunded to the tenant after the expiry of the tenancy; provided
that all conditions of the agreement have been complied with to the satisfaction of the Collector.

13. At his own cost, when so required by the Collector, the tenant shall erect permanent marks on the land demarcating correctly the boundaries and limits thereof, and at all times maintain the same in good repair in accordance with the directions which may from time to time be given to that effect by the Collector, and in case boundary marks are caused to be erected or repaired, as the case may be, by the Collector, the tenant shall pay the cost incurred thereon by the Collector.

14. The tenant shall remain at all times of loyal behaviour and at any time of trouble or disorder shall render all active assistance to the Government and its officers in combating such trouble or disorder. The decision of the Government whether this condition has or has not been fulfilled by the tenant shall be final and binding.

15. If at any time the land or any portion thereof is required for any public purpose, the tenant shall immediately, on receipt of a notice in his behalf from the Collector, surrender the whom or so much of this land as is mentioned in the notice. The tenant, if so required, shall pull down and remove any structure existing on the land or part thereof.

16. The tenant shall not interfere with the lawful use by the public of any thoroughfare on the land or with the exercise of any rights and easements now existing thereon or for which the tenant is bound by the terms of the tenancy.

17. At the expiry or sooner determination of the lease the tenant shall surrender the land to Government and if so required by the Collector pull down and remove any structures existing thereon, and deliver the land in a level state as in its original condition, and if the tenant does not remove any structure erected by him together with any material lying on the land within three months of the expiry or determination, all buildings and materials not so removed shall become the absolute property of Government.

18. (1) The tenancy shall be liable to resumption at any time without any compensation if subsequent to its allotment, the tenant has been found guilty of the grant or if he is found to have furnished wrong information at the time of selection.

(2) If the Collector is satisfied that the tenant has committed a breach or non-observance of the conditions herein contained, he may after giving the tenant an opportunity to appear and state his objections—
(a) impose on the tenant a penalty not exceeding one hundred rupees; or
(b) order resumption of the tenancy.

Provided that if the breach is capable of rectification, the Collector shall not impose any penalty or order resumption of the tenancy unless he has issued a notice in writing requiring the tenant to rectify the breach within a reasonable time, not being less than one month to be stated in the notice and the tenant has failed to comply with such notice.

19. The tenant shall before executing the lease deed present to the Collector a copy of the resolution of the managing body in this respect only certified to be correct.

20. On the expiry of the tenancy or an its sooner determination for a breach of any of the conditions herein contained, the tenant shall not be entitled to any compensation whatsoever, for the buildings on the land.

21. The tenant shall execute a lease deed in Form 'A' as drawn up by the law Department and conveyed under D. O. No. Legis. 18 (4)/61/346, dated the 24th June, 1962, appended to these conditions before taking possession of the land.

22. The tenant shall purchase the stamps and within four months from the date of possession of the land shall present for registration the lease deed at his own cost. Without prejudice to Government's rights otherwise, the failure to do so shall be regarded as a breach of the conditions.

23. In the event of any difference or dispute arising between the Government and the tenant as to the property or as to the right asserted to the Government or as to any of the conditions of the tenancy or as to any matter in any way concerned therewith and the tenant does not remove any structure erected by him together with any material lying on the land within three months of the expiry or determination, all buildings and materials not so removed shall become the absolute property of Government.

24. In these conditions unless the context otherwise requires—
(a) "Collector" means the Collector for the time being of the district in which the land is situated and includes any other person duly authorised by general or special order to act on behalf of Government in this behalf;
(b) "Commissioner" means the Commissioner for the time being of the Division;
(c) "Government" includes its successors and assigns;
(d) "Land" means the land granted under these conditions.

(e) "tenant" includes the heirs, legal representatives and permitted assigns of the tenant; and in case the said term includes co-sharers, any liability imposed by these conditions shall be the joint and several liability of each co-sharer.

FORM 'A'

This lease made on the __________ day of __________ between the Governor of West Pakistan (hereinafter called the Government) which expression shall include its successors-in-office and assigns, acting through the Collector and of the one part, and __________, a body registered under the Societies Registration Act, 1860, having its office at __________ acting through the __________ (hereinafter called the "tenant") which expression shall include its administrators, successors and assigns, of the other part.

Whereas, the tenant is desirous of taking on lease the land measuring __________ situated at __________ Tehsil __________ District and more particularly described in the Schedule annexed hereto (hereinafter referred to as the land) in accordance with the conditions contained in the Statement of Conditions published with Government of West Pakistan Notification No. __________ dated __________ and the Governor has agreed to give the land on lease to the tenant subject to the said conditions. Now this deed witnesses as follows:

1. This lease is subject to the provisions of the Colonization of Government Lands (Furnish) Act, 1912 (hereinafter referred to as the Act).

2. Area leased—Government hereby demises to the tenant the land subject to the exceptions and reservations and on the terms and conditions hereinafter appearing.

3. Purpose of the lease—The land is granted to and shall be used by the tenant for the sole purpose of erecting such buildings (including playground), for the use of the educational institutions, as are, in the opinion of the Director of Education of the Region concerned, necessary for the educational institution.

4. The tenant may take to himself all natural products growing on the surface of the land excluding (including trees and brushwood subject to the payments and conditions hereinafter mentioned.

5. Period of the lease—The tenant shall initially be for a period of __________ years renewable, on one year's notice, for a period of __________ years at a time. The total period of lease, however, shall not exceed 59 years.

6. Rent and other payment—(1) The land is leased subject to the payment of __________ at the rate of __________ per annum.

(2) During the term of the lease the tenant shall pay yearly the rent and other rents, taxes, charges and other out-goings in the first calendar month of each year in such manner and at such place as the Collector may specify.

7. Security—The tenant shall deposit a sum of __________ as security to the __________ for the fulfillment of the conditions of this tenancy. The security shall be refunded to the tenant after __________ of the expiry of the tenancy; provided that all conditions of this lease have been complied with to the satisfaction of the Collector.

EXCEPTIONS AND RESERVATIONS

8. Government does not grant but excepts and reserves to itself—

(i) all mines, minerals and quarries including all substances of mineral nature which may be won from the earth, whether on the surface of or under the land, with liberty to search for, work and remove the same, in as full and ample a way as if the tenancy had not been granted;

(ii) all rivers and streams with their beds and banks;

(iii) all water-course and drainage channels; and

(iv) all public thoroughfares existing thereon and to be constructed in future, as shown in the plans which are open for inspection at the office of the Collector.

9. Government reserve the right to create a public right of way not exceeding 3 kams in width across the land whenever this may be considered desirable in the public interest by the Collector, without paying any compensation.

10. For the full discovery, enjoyment and use of the rights hereby reserved, or for the protection and maintenance of any property hereby excluded, it shall be lawful for Government through its authorised agents or any officer to enter upon the land and make such use thereof as may be necessary for these purposes without making any compensation to the tenant for such use and occupation except as may be provided hereunder.

OBLIGATIONS OF THE TENANT

11. The tenant covenants with Government as follows:

(1) Payment of rent, etc.—To pay to Government the rent and any other payments which may become due under
this lease at the proper time and place and in such manner as may be prescribed by law or by the order of Collector.

(2) Use of land.—To use the whole or any part of the land for no purpose other than that of educational institutions and not to use it in any way likely to lessen its value.

(3) Boundary marks.—At his own cost, when so required by the Collector to erect permanent marks on the land hereby leased, demarcating correctly the boundaries and limits thereof, and at all times to maintain the same in good repair in accordance with any directions from time to time issued in that behalf by the Collector.

(4) Cost of survey, etc.—To pay such amount towards the cost of the following works as the Collector acting under the general or special orders of Government may determine, whether the cost has already been incurred at the time of the grant or may be incurred thereafter—

(a) the survey and demarcation of the land;

(b) the construction of any water-course on the estate in which the land is situated, and from which a supply of water is available for the land;

(c) the construction of any roads, paths, culverts or bridges necessary for the general convenience of the estate in which the land is situated; and

(d) the maintenance and repair of any roads, paths, culverts or bridges.

(5) Against injury and interference.—Not to do or suffer to be done any act inconsistent with or injurious to any of the rights excepted and reserved to Government.

(6) Entry.—To permit without let or hindrance all officers and servants of the Government of other persons duly authorised by Government in this behalf to enter the land at all times and do all acts and things for or incidental to—

(a) the purpose of enforcing compliance with any of the terms of his lease, of ascertaining whether these have been duly performed or observed; or

(b) any purpose connected with the full enjoyment, discovery and use of the minerals or other rights herein reserved to Government, without claim to compensation whether by reduction of rent or otherwise except as hereinafter specifically provided.

(7) Public rights, etc.—Not to interfere with the lawful use by the public of any thoroughfare on the land or with the exercise by any third person of any existing rights and easements now existing thereon or which the tenant thereafter is bound by the terms of this lease to create or allow.

(8) Surrender for public purpose.—If the land or any portion thereof is required for any public purpose to surrender the whole or so much of the land as may be required on demand by the Collector, without claiming compensation except as provided hereunder, and subject only to remission of rent.

(9) To remain at all times of loyal behaviour and in any time of trouble or disorder to render active support to the State and its officers, and to accept the decision of Government as to whether this covenant has been fulfilled or not.

(10) To render all such assistance in the prevention or discovery of crime as is incumbent on the owner or the occupier of land by any law or rule for the time being in force in West Pakistan and to be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law for the time being in force in West Pakistan.

(11) Restriction on assignment.—Not to assign, sublet or transfer by mortgage or otherwise or part with the land or any part thereof.

(12) At the end or sooner termination of the lease, to leave the land and surrender it peaceably to the Collector.

PROVISOS

12. It is mutually agreed between the parties hereto as follows:—

(a) if the tenant is found to be ineligible for the grant or if he is found to have furnished wrong information at the time of selection; or

(b) if the tenant commits any breach or fails to perform any of the terms and conditions of this lease or suffers or permits such breach or non-performance;

Government may at any time thereafter re-enter the land and determine the tenancy in which case the tenant shall make all the payments which would otherwise be due under these presents
for the current season, provided that such termination of the tenancy shall not prejudice any right of action or remedy of Government in respect of any antecedent breach of this agreement by the tenant.

(2) No compensation shall be payable by Government to the tenant in respect of the exercise of any of the rights reserved in this lease or on the termination of the tenancy except as provided hereunder:

(a) for damage caused to the surface of the land or by anything attached thereto, or to any property of the tenant by the act or negligent omission of any person duly authorised to enter the land in exercise of the mineral rights reserved to Government such compensation as may be assessed by the Collector;

(b) for any improvements existing on the land on the termination of the tenancy otherwise than through any default of the tenant, such compensation as may be assessed by the Collector in accordance with the provisions of the law relating to land revenue for the payment of compensation for improvements effects by the tenant;

Provided that—

(i) the amount of any compensation so assessed may be enhanced or reduced under the orders of the Commissioner, and

(ii) any compensation payable by Government to the tenant or any sum or sums otherwise due to Government from the tenant may either be deducted from or set off against any such compensation or may be received otherwise as and at such time as Government may deem fit.

13. Stamp and Registration—The tenant shall purchase stamp and within four months from the date of execution, shall present this instrument for registration at his own cost. Without prejudice to Government's right otherwise, failure to do so shall be regarded as a breach of the conditions thereof and the Collector shall be entitled to rescind and cancel same without any compensation.

14. Arbitration—In the event of any difference or dispute arising between the Government and the tenant as to the property or as to the rights reserved to the Government or as to any of the conditions of the tenancy or as to any matter in any way concerned therewith including a difference or dispute as to the interpretation of any term or conditions of this deed or as to whether the lease has been duly terminated and the rights and obligations flowing from such termination the decision of which has not been hereinbefore provided for, such difference or dispute shall be referred for arbitration to the Commissioner concerned whose decision shall be final and conclusive between the parties.

15. Interpretation—In the lease, unless the context otherwise requires—

(a) “Collector” means the Collector for the time being of the district in which the land is situated and includes any other person duly authorised by general or special order to act on behalf of Government in this behalf;

(b) “Commissioner” means the Commissioner for the time being of the Division;

(c) “Government” includes its successors and assigns;

(d) “Land” means the land granted under these conditions; and

(e) “Tenant” includes the heirs, legal representatives and permitted assigns of the tenant; and in case the said term includes co-sharers, any liability imposed by these conditions shall be the joint and several liability of each co-sharer.

IN WITNESS whereof the parties have hereunto set their hands on the dates hereinafter in each case specified.

SCHEDULE

DESCRIPTION AND BOUNDARIES OF THE LAND

An area of .................................. acres ..................................

loads .................................. poles (equal to ..................................

Ghumans .................................. Kanals .................................. Marlas situated in mauza ..................................

........................ Tehsil ............... District .......... in the town of ..................................

shown in the revenue record ..................................

record of the local survey

No. ..................................

And bounded as follows:—

On the north by:

On the east by:
SECTION II

FORMS OF ALLOTMENT ORDERS.

(1) ORDER OF ALLOTMENT

(AGRICULTURAL LAND)

Under Section 10 (3) of the Colonization of Government Lands (Punjab) Act, 1912, I allot to the person/persons named below (jointly) the land specified in the following statement and situated in Village/Chak No. .......... of ............... distributary, in the ............... district, with effect from the date of possession noted against each person on the conditions published in West Pakistan Government notification No. .......... dated the .......... The purchase money to be paid under condition No. .......... of the said conditions will be .......... rupees per acre.

Signature of Collector, District.

Dated the .............

Colony.

<table>
<thead>
<tr>
<th>Name, parentage, caste and address</th>
<th>Rectangle Square No.</th>
<th>Killa No.</th>
<th>Area A.K.M.</th>
<th>Date of possession</th>
</tr>
</thead>
<tbody>
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</table>
(2) ORDER OF ALLOTMENT

(Sale of State land on certain conditions)

Under section 10 (3) of the Colonization of Government Lands (Punjab) Act, 1912, I allot to the person/persons named below (jointly) the land specified in the following statement and situated in .................... town/village/Chak No. of .........................

Distributary in the .................... district, with effect from the date of possession noted against each person on the conditions contained in the deed of conveyance executed on the .................... and registered on the ..........................

[Space for signatures and dates]

Name, percentage, caste and address of vendee. | Rectangle Square No. or town site No. | Killa No. or Khasra No. | Area Date of Possession | Remarks |
--- | --- | --- | --- | --- |
A.K.M. | | | | |

(3) ORDER OF ALLOTMENT FOR SHOP SITES, EXCESS RESIDENTIAL SITES AND SITES FOR RELIGIOUS OR PUBLIC PURPOSES.

Under section 10 (3) of the Colonization of Government Lands (Punjab) Act, 1912, I allot to the person/persons named below (jointly) the land specified in the following statement and situated in village/Chak No. ........................ of ........................ distributary in the ........................ district with effect from the date of possession noted against each person on the conditions published in Punjab Government notification No. 837-C., dated 1st March, 1933, as subsequently amended.

2. The rent to be paid under condition No. 12 of the said conditions will be Rs. ........................ per marla per annum.

3. The purchase money to be paid under condition No. 17 of the said conditions will be Rs. ........................ per marla.

[Space for signatures and dates]

Name, percentage, caste and address | Site No. | Purpose for which allotted | Area | Date of possession | Remarks |
--- | --- | --- | --- | --- | --- |
K.M.S. | | | | | |

(4) Allotment order for lease of land for temporary cultivation.

Under section 10 (3) of the Colonization of Government Lands (Punjab) Act, 1912, I allot to the person/persons named below (jointly), the land specified in the following statement and situated in village/Chak No. ........................ of ................................... district/colony for cultivation, for a period of ....................... harvests, with effect from the ....................... harvest at a rent of rupees ........................ per acre allotted/matured per harvest on the conditions published in Punjab Government notification No. 2664-C, dated 22nd September, 1944, as subsequently amended.

The advance deposit under condition No. 4 of the said conditions made by the ........................ is Rs. ......................

Signature of Collector
District
Colony

Dated the ........................

<table>
<thead>
<tr>
<th>Name, parentage, caste and address</th>
<th>Rectangle Square No.</th>
<th>Killa No.</th>
<th>Area</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.K.M.</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

ACKNOWLEDGMENT

I/we hereby declare that I/we submitted a tender for the area detailed above and acknowledge that the land has been allotted to me/us on the said conditions and rate of rent.

2. I/we hereby declare that I am/we are not in Government service.

Dated ...................... Lessee/Lessees.

(Punjab Government memo. No. 3159-C, dated the 7th November, 1944.)

SECTION III
FORMS OF NOTICES AND DEEDS ETC.

(A) LEASES.

(i) AGRICULTURAL LAND

1. (a) NOTICE FOR TEMPORARY CULTIVATION.

Leases by tender, tender form, security bond and statement of temporary cultivation.

1. Whereas instruction have been received for allotment on temporary lease, of state land in the .................................................. colony, described in the particulars hereto annexed, and marked Schedule A, notice is hereby given that the plans of the said lands are open to inspection, free of charge, at the office of the .................................................. and that offers will be received for the lease of the said lands, for the period specified in the schedule, at the office of one undersigned on the .................................................. up to 4 p.m. The conditions under which the land shall be held are specified in Schedule B annexed.

2. The area (more or less) of the lands, the distributaries extended to them and other particulars are given in the statements attached and marked schedule A:

(i) The lands to be leased have been divided into lots numbered as shown in schedule A and in maps in the office of the .................................................. The schedule and maps bear the signature of the Colonization Officer/Deputy Commissioner. The approximate size of the lots is set forth in the Schedule.

(ii) Distributaries of the .................................................. Canal have been extended to these lands, and plans signed by the Executive Engineers are deposited and are open to inspection free of charge in the office of the .................................................. These plans and the Schedule of lots show the extent to which these lands are believed to be irrigable from the above mentioned channels by flow or by lift, as the case may be. The supply of water in the canal will probably irrigate up to ....................... percent per annum, 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 lease or claiming compensation.

(iii) The allotment of main roads existing or proposed for construction, is shown upon the plans. The area of such
roads has in all cases been excluded from the calculation of lease plots and no property in them will pass to the lessee of such plots.

3. Offers should be submitted on a form which is obtainable on payment of Rs. 3/-/Re. 1/- from the office of the .......... 
and should quote a rate of rent per allotted/matured acre per harvest. The rent for kharif harvest will be payable on the .......... and for the Rabi harvest on the ..........

Matured area for each harvest will be determined according to the girdawari of the Irrigation Department. Rent for each harvest will be calculated by multiplying the rate offered with the matured area in acres, for the harvest. The rent due for kharif harvest will be subject to a minimum calculated by multiplying ............. percent of the gross area (in acres) leased by the rate offered per acre matured. Provided that for special reasons the Colonization Officer/Deputy Commissioner may reduce this minimum).

4. No person shall submit an offer on behalf of any other person unless it is accompanied by a duly executed and registered power of Attorney (Article 48, Schedule I. Stamp Act) specially authorizing him to submit such offer nor shall a minor submit a tender as his tender will not be accepted. Any minor partner in a joint tender shall be ignored, and if the tender is accepted the major partner(s) shall stand responsible for the fulfilment of the terms of the lease. No Government servant shall be allowed to submit a tender.

5. No separate land revenue will be charged on the area leased, and this fact should be taken into consideration when quoting rent in the offer. The lessee will also be liable to pay canal occupier's rate, rates and cesses, and acreage rate. For calculating rates and cesses the rate of land revenue will be considered to consist of Rs. ............... per matured acre per harvest. The Colonization Officer/Deputy Commissioner .......... may require any lessee either at the commencement or during the currency of a lease to produce a reliable security for the payment of occupier's rate, acreage rate and rates and cesses.

6. The lots vary in size and the periods of lease in length as shown in the Schedule of lots attached. Separate offer must be submitted for each lot, except where it has been noted in Schedule A that offers for the whole chak will also be considered. An offer for the whole chak should not be combined with an offer for a single lot. Government does not bind itself to accept the highest or any offer and may withdraw any lot without notice. An offer must not be in fraction of acre or less than .......... and must be for the period specified in the Schedule, and no more and no less.

7. Offers must be accompanied, when the area applied for is below 260 acres, by a remittance of Rs. 2 per acre and otherwise by a remittance of Rs. 1 per acre, as earnest money, calculated to the nearest whole acre of the area applied for. This amount will be returned to the applicant if his offer is not accepted, but if the offer is accepted it will be credited towards the advance deposit required by clause 8 or the first instalment of the rent at the option of the lessee. If the applicant withdraws his offer at any time before the acceptance of his tender by the Collector, the whole amount paid as deposit money under this clause for that offer will remain forfeited to Government, and will not be returned to the applicant.

Deposit money will be received in the office of the .......... for which a receipt will be given.

8. The successful applicant will, within one week of the acceptance of his offer pay as advance in cash, or Government Bonds or Fixed Deposit Receipt of a Bank approved by the Colonization Officer/Deputy Commissioner .......... a sum equal to .......... This advance will be retained as security for the punctual payment of rent by the lessee during each harvest. At the termination of the lease, if will be refunded to the lessee, provided he owes nothing to Government on account of rent, acreage rate or water rate and rates and cesses payable for any land, and he shall not be entitled to claim any interest on the sum paid in cash in advance.

9. If on the acceptance of the offer, an applicant fails to make the payment in advance, as mentioned in clause 8 above the Colonization Officer/Deputy Commissioner shall rescind the contract and the deposit money shall be forfeited to Government.

10. When any contract has been rescinded under clause 9 and ....for leases on .......... the land is released at a rate lower than that offered by the original .......... applicant the original applicant shall be liable to pay to Government a sum equal to the difference between the total amount of rent he would have had to pay for the whole period of the lease at the rate offered and the amount realised at the rate at which the land is released. (For the calculation of the difference it will be assumed that in each harvest the matured area would amount to one-third of the total area leased).

11. When the advance has been paid by the successful applicant in accordance with clause 8 above, the Collector shall issue an
TENDER FOR LEASE OF STATE LAND IN THE CANAL COLONIES.

Chak No. Lot No. Area in acres. Period of lease. Remarks, if any

(1) I/We hereby tender at the rate of Rs. (in words and figures), per acre leased/matured per harvest for the plot named above, and for the period specified.

(2) I/We have paid at as tender money, a sum of Rs. calculated at per acre for the above plot, a receipt for which is enclosed.

(3) I/We have read and understood the notice issued for inviting this tender, and submit this tender under the conditions specified in the notice, and after accepting them.

(4) I/We hereby declare that I am/we are major(s) according to the provisions of the Indian Majority Act, 1875.

(5) I/We hereby declare that I am/we are not in Government service.

Date: 

Signature of tenderer(s).

Issued at ................................ by the undersigned, this day of ................................ 19

Colonization Officer. 
Deputy Commissioner.
(c) Security Bond

[Redacted]

(caste) ............, the son of ........................

(name) ............, resident of .........................

declared that ........................................

caste ............, the son of ........................

(name) ............, resident of .........................

[Redacted] has taken from Government the waste land described in the schedule hereto annexed on lease for temporary cultivation for the following harvests:

          18..............
          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.

3. I further declare that I own the undermentioned immovable property:

Surety ......................

Officer attesting Witness ......................

the bond.

Witness ......................

Date ......................

Place ......................

SCHEDULE.

District ......................

Tehsil ......................

Village (Chak) ......................

(d) Statement of temporary cultivation.

District ......................

Tehsil ......................

Village (Chak) ......................

Squares no. ......................

Acre Nos. ......................

Note—In quadruplicate—One copy for district headquarters

One copy for Tehsil.

One copy for the Patwari

One copy for the lessee.
(e) Temporary Cultivation Lease Form.

(Punjab Government notification No. 414-C, dated the 30th June, 1940, as amended by Punjab Government notification Nos. 108/10 dated the 27th February, 1940, 2712-C, dated the 10th June, 1940, 2203-C, dated the 16th July, 1940 and 1224-C, dated the 1st April, 1941).

In pursuance of the provisions of sub-section (2) of section 15 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor of the Punjab, is pleased to issue the following statement of conditions applicable to tenancies for temporary cultivation of lands to which the Colonization of Government Lands (Punjab) Act, 1912, has been applied:

STATEMENT OF CONDITIONS ON WHICH THE PUNJAB GOVERNMENT IS PREPARED TO GRANT TENANCIES FOR TEMPORARY CULTIVATION OF LANDS TO WHICH THE COLONIZATION OF GOVERNMENT LANDS (PUNJAB) ACT, 1912, HAS BEEN APPLIED.

General.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, and any tenancy granted on these conditions shall be a schedule tenancy under section 4 of the said Act.

2. The Punjab Government is prepared to grant tenancies for temporary cultivation of the canal colonies in the Punjab on the condition that the tenant shall execute a lease in the form attached, but no person shall be entitled as of right to receive a grant, and the Financial Commissioner will retain an absolute discretion in the selection of grantees.

FORM OF LEASE

A LEASE made between the Governor of West Pakistan (hereinafter called Government) of the one part and (name of lessee) the son of (name of father) resident of (name of village) tehsil of (name of district) district of the West Pakistan (hereinafter called the tenant) of the other part:

In pursuance of letter No. dated (date), from the (name of the address of the Commissioner) division,

WHEREAS the tenant has by tender offered to take a lease of the land herewith described, and his tender has been accepted;

AND WHEREAS the tenant has deposited Government bonds to the value of Rs. (value), which sum is hereinafter called the advance;

NOW THIS LEASE WITNESSETH as follows:

Terms of the Lease.

1. (a) Government hereby leases to the tenant all that plot of land, containing (area), acres more or less, and more particularly described in the schedule hereto subject to the exceptions and reservations and on the terms and conditions hereinafter appearing.

(b) (i) The land is leased for purposes of agriculture only;

(ii) The tenant may take to himself all natural products growing on the surface of the land, including trees and brushwood, subject to the payments and conditions hereinafter mentioned.

Provided that if the land demised has already been cultivated before the commencement of this lease, the tenant shall not cut, without the previous permission in writing of the Collector, any trees standing on the land at the commencement of this lease.

(iii) The tenant may construct such water-courses, temporary buildings or similar improvements as may be necessary for the purpose of cultivating the land.

(c) The lease shall be for the term of (term) years, and shall be deemed to have commenced with effect from the beginning of the Rabi/Kharif season of (season) and to have concluded with the Rabi/Kharif season of (season) unless the tenancy is sooner determined in accordance with the provisions hereinafter appearing.

(d) The tenant shall pay to Government a rent of rupees

(a) in each season for every acre leased

(b) for every acre certified as matured during each Kharif and each Rabi season of the lease by the canal officer the rent for the Kharif season to be paid on the day of January, the rent for the Rabi season to be paid on the day of July, and the first of such payments to be made on the day of January, the rent for the Rabi season to be paid on the day of July, and the

(e) In addition to the rent reserved above the tenant shall pay

Consideration.

Area leased.

Purpose of the lease.

Period of the lease.

Rents and other amounts payable by the tenant.

Note.—(a) or (b) to be struck out according as the leases is on rent per matured or per allotted acre.
on demand to Government; or as he shall direct—

(i) such rates and cesses as are chargeable on the land
which are primarily payable by the owner thereof,

(ii) all other rates (including occupier's rate and accrue
taxes, charges (other than land revenue) and outgo,
which may be imposed in respect of the land or be
payable by the owner or occupier thereof.

(f) (i) If the land has already been cultivated, the tenant
not cut, without the previous permission in writing of the Collector
any trees standing in the and at the commencement of the lease
(ii) After obtaining permission under sub-clause (i) above
required, the tenant shall pay to Government the value of trees or
brushwood existing on the land at the commencement of the lease
as determined by Government; such sum to be paid in equal
yearly instalments during the term of lease, and the first instalment
to be paid with the first instalment of rent.

Provided that any tree not cut before the expiry of the term
of the lease and any tree cut but still lying on the land when the
lease expires shall be the property of the State and that one
tree at least shall be left standing in each acre of the land.

(g) Government will retain the advance as security for the
observance of the conditions herein contained and shall refund
the tenant only if the tenant shall, on the termination of the lease,
have duly observed all the conditions thereof, and Government shall
not be responsible for any depreciation in the value of the security
deposited nor shall be liable to pay interest thereon.

EXCEPTIONS AND RESERVATIONS BY GOVERNMENT.

2. (a) Government does not lease but hereby excepts and reserves
 to himself all mines, minerals and quarries, including all substances
 of a mineral nature which may be won from the earth, whether on
 the surface or below it, with liberty to search for, work and remove
 the same, in as full and ample a way as if this lease had not been
 made.

Area excluded. (b) Government does not lease but hereby excepts and reserves
 to itself out of the land—

(i) all rivers and streams, with their beds and banks,

(ii) water-courses and drainage channels, and

(iii) all public thoroughfares now existing thereon or shown
       as proposed for construction on the plans made open for
       inspection at the office of the without the time when tenders were called for.

(c) For the full discovery, enjoyment and use of any of the
rights hereby reserved or appropriated, or for the protection and main-
tenance of any property hereby excepted, it shall be lawful for the
Government through its authorised agents or for any officer of the
State duly authorised in that behalf to enter on the land and occupy
it temporarily.

(d) If the tenant at any time fails to erect or maintain proper
boundary marks in accordance with the conditions of his lease, the
Collector may, without prejudice to any other right hereby con-
firmed or conferred by law on Government, cause such boundary
marks to be erected or repaired as the case may be, and may recover
the cost incurred thereby from the lessee.

(e) The canal officer may (a) construct or cause to be construc-
ted on the land any new water-course, or (b) alter the direction
of or entirely close any water-course existing on the land.

OBLIGATIONS OF THE TENANT.

3. The tenant covenants with Government as follows:—

(e) To pay to Government the rent and any other payments
which may become due under these presents at the proper
place and in such manner as may be prescribed
by the order of any competent authority.

(f) To produce a surety to the satisfaction of Government
for the payment of the amounts aforesaid, whenever
Government may require him to do and further to re-
place such surety by a new one to the satisfaction of
Government, whenever Government so requires:

Provided that no such surety shall be required if the tenant
deposits surety in the form of cash, Government bonds
or a fixed deposit receipt of a bank approved by Govern-
ment in addition to the advance.

(c) To use the whole or any part of the land for no purpose
other than that of agriculture, to take possession of the
land within one month of the date on which the allotment
order is issued, and thereafter to level and sow with a
canal-irrigated crop not less than one quarter of the land
during each season; and not to use, cultivate or manage
the land in any way liable to harm it or lessen its value.

(d) At his own cost, when so required by the Collector, to
erect permanent marks on the lands hereby leased, demar-
cating correctly the boundaries and limits thereof, and at
all times to maintain the same in good repair in accordance with any directions from time to time issued in the behalf by the Collector.

(e) Not to be construct or alter any water-course or drainage channel upon the land without the permission of the Collector; and to pay the whole or such proportion of the cost of any water-course from which a supply of water is available as the Collector may determine in accordance with the general or special orders of Government, whether such water course may have already been constructed or may hereafter be constructed.

(f) Within thirty days from the issue by Government of notice that the whole or any part of the land is required for permanent allotment or for any public purpose or for the exercise of mineral rights hereinafter excepted and reserved, to surrender the whole or part referred to in said notice.

(g) To surrender the whole or any part of the land which may be found to have been allotted or demised to any other person.

(h) Not to do or suffer to be done any act inconsistent with or injurious to any of the rights excepted and reserved by Government or any other person under this lease or otherwise, and in particular to permit without let or hindrance all officers or servants of the State or other persons duly authorised by Government in this behalf to enter the land at all times and do all acts and things necessary for its incidental to—

(i) the purpose of enforcing compliance with any of the terms of this lease;

(ii) any purpose connected with the construction, maintenance and repair of thoroughfares, canals, drainage channels and watercourses;

(iii) any purpose connected with the full enjoyment, discovery and use of the mineral or other rights hereinafter reserved to Government.

Without claim to compensation whether by reduction of rent or otherwise, except as hereinafter specifically provided:

(i) Not to interfere with the lawful use by the public of any thoroughfare on the land or with the exercise of any existing rights and easements thereon by any third person.

(j) (i) Without the permission in writing of Government restriction on es-first obtained, not to assign or transfer by sale, mortgage or otherwise, or part with the land or any part thereof, except by way of sub-lease to such sub-tenant as he has reasonable cause to believe will cultivate the land with their own hands in the manner provided by the lease; 

(ii) If any such sub-lease is created on the basis system—(Note—Sub- clauses (ii) and (ii) shall not affect leases outside the Multan division.

(a) not to charge the sub-tenant with batal rent exceeding one-half of the crop;

(b) to include any provision in such sub-lease which does not allow the sub-tenant to divide his share of the crop upon the threshing floor.

Provided that the tenant may retain from the share of the sub-tenant sufficient to cover the charges debitable under the sub-lease to the sub-tenant:

(c) not to charge the sub-tenant with any outgoings except the occupier's rate, one-half of the local rate and one-half of the acreage rate;

(iii) to allow every such sub-tenant to cultivate at his option a proportion of his sub-tenancy equivalent to four acres in each province in each year with fodder crops.

Provided that the sub-tenant shall pay to the tenant a sum not exceeding twelve rupees and annas eight per acre of such fodder crop in lieu of the share of the tenant therein:

(iv) not to charge anything more from the sub-tenant without the consent of the Government;

(v) not to take any advance whether in cash or otherwise or by way of rent or premium or otherwise from the sub-tenants under any circumstances;

(vi) Not to have any khud Kasht through the sub-tenants;

Provided that sub-clauses (ii) to (vi) above shall have effect only if the land demised is situated in the Multan Division:

(k) At the end or sooner termination of the lease, to leave the land and surrender it peaceably to Government, and during the concluding season of the lease, that is, the surrender.
season of kharif/Rabi 19, not to sow any Rabi/Kharif crop, and to permit during the concluding kharif/Rabi season of the lease any person only authorised by the Collector to cultivate Kharif/Rabi crops on any land on which no Kharif/Rabi crop may be sown.

(i) To remain at all times of loyal behaviour and in any time of trouble or disorder to render active support to the State and its officers, and to accept the decision of Government as to whether this covenant has been fulfilled or not.

(ii) To render all such assistance in the prevention or discovery or crime as may be incumbent on any owner or occupier of land by any law or rule or the time being in force in the West Pakistan, and to be responsible in the same manner as headsman, watchmen or other inhabitants of villages are under any such law for the time being in force in West Pakistan.

(iii) If the land has already been cultivated, not to cut without the previous permission in writing of the Collector, any trees standing on the land at the commencement of this lease.

(iv) Within three calendar months from the date of execution of this Instrument to file in the office of the Collector a memorandum of the covenants of the sub-lease of the land or a portion thereof in favour of any sub-tenant incorporating specifically therein inter alia (i) the manner in which to dispose of the sub-tenant’s share of the cotton crop if he does not exercise the option to divide it on the preceding floor; (ii) the conditions under which the sub-tenant can be ejected from the land and (iii) an acknowledgment by the tenant that the terms and conditions of the sub-tenancy are correct and that no other conditions will be imposed.

Provided that if in the opinion of the Collector any term or condition is not suitable or reasonable, he shall have power to cancel or modify such condition according to his judgment and his decision shall be final and binding.

Provided further that this sub-clause shall only apply if the area of the land leased out to the tenant is 200 acres or more.

PROVISOS.

4. It is mutually agreed between the parties hereto as follows:

(a) In any of the following events

(i) if the tenant commits any breach of or fails to perform any of the terms or conditions of this lease, or

(ii) if the tenant is declared insolvent; or

(iii) if the tenant is from the commencement, or becomes during the continuance, of the tenancy, a defaulter, failing to make the annual payment of rent on behalf of or paying the profits wholly or partly to an undisclosed beneficiary.

Government may at any time thereafter re-enter upon the land and determine this lease, in which case the payment of the rent shall be due as if the payment of rent as aforesaid. Provided that such termination of the tenancy shall not prejudice any right of action or remedy of Government in respect of any antecedent breach of this agreement by the tenant:

(b) The tenant may determine this demise at the end of any Rabi or of any Kharif season by notice given in writing to the Collector, in the manner provided hereunder—

(i) if the tenancy is to be determined at the end of the Rabi season, by notice given not later than the fifteenth day of January;

(ii) if the tenancy is to be determined at the end of the Kharif season by notice given not later than the first day of July; and

in either case accompanied by a remittance equivalent to the advance, which sum shall be retained by Government in addition to any sums due under this lease.

(c) (i) if the whole or any part of the land demised is surrendered under clause 3 (f), Government shall not claim any rent on the land surrendered for the season in which such surrender took place;

(ii) for any area surrendered by the tenant under clause 3 (f) such reduction of the rent and any other charges levied according to area shall be made as the Collector considers to be equitable.
(d) No compensation or claim for improvement shall be payable by Government to the tenant in respect of the exercise of any of the rights reserved in this lease or on the termination of the tenancy, or on the surrender of any part of the land, except as provided hereunder—

(i) for damage caused to the surface of the land or to anything attached thereto, or to any property of the tenant, by the act or neglect of omission of any person duly authorized to enter the land in exercise of the mineral rights reserved to Government, such compensation as may be assessed by the Collector;

(ii) for damage to standing crops caused in exercise of the right to construct or alter water-courses, such compensation as may be assessed by the officer under whose orders such action is taken;

Provided that—

(iii) the amount of any compensation so assessed may be enhanced or reduced under the orders of the Board of Revenue, West Pakistan; and

(iv) on the termination of the tenancy, for well sunk by the tenant with the previous approval in writing by the Collector and in accordance with his directions, such compensation as may be decided by the Collector whose assessment shall be final.

Provided that sub-clause (iv) shall have effect only if the land demised is non-permanently irrigated from the Havelli Project Canals:

(v) any compensation payable by Government to the tenant or by the tenant to Government any sum or sums otherwise due to Government from the tenant may either be deducted from or set off against any such compensation or may be recovered otherwise as and at such time as Government may deem fit.

(e) In either of the following cases, namely,—

(i) when the sub-tenant refuses to receive, or grant a receipt for, any sum when tendered to him by the tenant; or

(ii) when a tenant is in doubt as to the person entitled to receive any amount, the tenant shall apply to the Collector for leave to deposit the rent in his office, and the Collector shall receive the deposit if, after examining the applicant, he is satisfied that there is sufficient ground for the application and if the applicant pays the fee, if any, chargeable for the issue of the notice to the sub-tenant who, the Collector has reason to believe, claims or is entitled to the deposit.

(f) The powers of Government under this lease may be exercised by the Collector, acting subject always to the control of Government.

(g) (i) If any dispute shall arise in any way connected with or arising out of these presents, or the meaning or interpretation of any part thereof or the rights, duties or obligations of either party, then save in so far as the decision of any such matter has been hereinbefore provided for and has been so decided, every such matter shall be referred to the arbitration of the Commissioner including the following questions:—

Whether any other provision has been made in these presents for the decision of any matter and if such provision has been made, whether it has been finally decided accordingly, and

Whether the lease should be terminated or has been rightly terminated, and what are the rights and obligations of the parties as the result of such termination.

(i) The decision of the Commissioner shall be final and binding and when any of the matters aforesaid involves a claim for or the payment, recovery or reduction of money, only the amount so decided shall be recoverable in respect thereof.

(h) In these presents, unless the context otherwise requires—

(i) “The Canal Officer” means such officer of the Irrigation Branch of the Public Works Department, as may be duly authorized to deal with any of the matters mentioned herein;

(ii) “the Collector” means the Collector of the district for the time being, and includes any other person duly authorized by general or special order to act on behalf of Government in this behalf;

(iii) “the Commissioner” means the Commissioner of the division for the time being;

(iv) “Kharif crop” and “Rabi crop” mean the crops generally sown and harvested in the Kharif and Rabi.
seasons, respectively and the demand for water rate in respect of which is included in the khasauns of the Irrigation Branch of the Public Works Department for those seasons; and should any question arise whether any crop is a Kharif or a Rabi crop, the question shall be decided by the Canal Officer under whose orders the khasauns of the Irrigation Branch are prepared in the area in which the land is situated;

(v) "the Kharif season" and "the Rabi season" mean the season of approximately six months each generally known as the Kharif and Rabi seasons respectively; and should any question arise whether the date on which anything has been done or should be done falls in one season or other, the question shall be decided by the Collector, whose decision shall be final;

(vi) "the land" means the land hereby demised;

(vii) "Government" includes the successors and assigns of the lessor;

(viii) "the rent" means the rent hereby reserved; and

(ix) "the tenant" includes the heirs, legal representatives and permitted assigns of the tenant; and if the said term includes co-sharers, any liability imposed by this deed shall be the joint and several liability of each co-sharer.

Stamping and Registration.

5. The stamp duty on this lease shall be borne by the tenant and the tenant shall at his own expense register this instrument within sixty days after execution thereof on behalf of Government failing which the Collector shall be entitled to rescind and cancel the same without any compensation whatever.

In witness whereof the said parties have hereunto set their hands at the places and on the dates hereinafter in each case specified.

Signed for and on behalf of the

Governor of West Pakistan by .......

...... Officer of, ......... Officer, acting under the orders of the Gover-

nor of the West Pakistan, in the presence of ................. (address) (description) Witness.

on the ................. day of ................. in the year one thousand nine hundred and .......

Signed by the said ................. Lessee.

in the presence of ................. (address) ................. (description) Witness.

on the ................. day of ................. in the year one thousand nine hundred and .......

SCHEDULE

Description and Boundaries of the land.

................. acres ................. kanals and .................

marlas of land in village ................. .................
te hsil ................. ................. in the district of ................. ................. comprising .................

And bounded—

On the north by:

On the east by:

On the south by:

On the west by:
(3) **Form of lease for non-agriculture purposes.**

(4) **Non-agricultural land**

(Punjab Government notification No. 2104-C, dated the 18th April, 1933.)

In pursuance of the provisions of sub-section (2) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor of the Punjab is pleased to issue the following statement of conditions applicable to tenancies for non-agricultural purposes in towns in the canal colonies:

**STATEMENT OF CONDITIONS ON WHICH THE PUNJAB GOVERNMENT IS PREPARED TO GRANT TENANCIES FOR NON-AGRICULTURAL PURPOSES IN TOWNS IN THE CANAL COLONIES.**

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, and any tenancy granted on these conditions shall be a scheduled tenancy under section 4 of the said Act.

2. The Punjab Government is prepared to grant tenancies of land in towns in the canal colonies, for non-agricultural purposes, on the condition that the tenant shall execute a lease in the form attached.

**Form of lease.**

This lease made between the Governor of West Pakistan (hereinafter called Government) of the one part and

son of resident of Tehsil District of the West Pakistan (hereinafter called the tenant) of the other part:

In pursuance of the orders conveyed in letter No. dated the from the Deputy Secretary to the West Pakistan Government, Department to the address of the Commissioner, division.

**TERMS OF THE LEASE.**

1. (1) Government hereby demises to the tenant all that plot of land, containing more or less, and more particularly described in the schedule hereto and numbered in the plan annexed subject to the exceptions and reservations and on the terms and conditions hereinafter appearing.

(4) The land is leased solely for the purposes of Purpose.

(3) The lease shall be for a term of which period.

(4) The tenant shall pay a yearly rent of rupees at such times and in such manner as the Collector may direct, and shall also pay all rates, taxes, charges and outgoings which become payable during the period of the lease.

**EXCEPTIONS AND RESERVATIONS ON BEHALF OF GOVERNMENT.**

2. (1) Government does not lease but hereby excepts and reserves to itself all mines, minerals and quarries, including all substances of mineral nature which may be won from the earth, whether on the surface or below it, with liberty to search for, work and remove the same, in as full and ample a way as if this lease had not been made.

(2) For the full discovery, enjoyment and use of the rights hereby reserved or stipulated, or for the protection and maintenance of any property hereby excepted, it shall be lawful for Government through its authorized agents or for any officer of the State duly authorized in that behalf to enter the land and occupy it temporarily.

(3) If the tenant at any time fails to erect, construct or maintain proper boundary marks in accordance with the conditions of this lease the Collector may, without prejudice to any other rights hereby conferred or by law on Government, cause such boundary marks to be erected or constructed or repaired as the case may be, and may recover the cost incurred thereby from the tenant.

**OBLIGATIONS OF THE TENANT.**

3. The tenant hereby covenants with Government as follows:

(1) To pay to or on behalf of Government the rent and any other payments which may become due under this lease at the proper time and place and in such manner as may be prescribed by law or by the order of any competent authority.
**Use of land.**

(2) To use the whole or any part of the land for no purpose other than that referred to in clause (1) above, and to use it in any way likely to lessen its value.

**Boundary marks, etc.**

(3) At his own cost, when so required by the Collector, to erect or construct permanent marks demarcating clearly the boundaries and limits of the land, and at all times to maintain them in good repair in accordance with any directions from time to time issued in that behalf by the Collector.

**Against injury and interference.**

(4) Not to do or suffer to be done any act inconsistent with or injurious to any of the rights hereby excepted and reserved to Government or any other person and in particular to permit without his assent or without obtaining an order from the Commissioner of the State or other person duly authorized by Government in this behalf to enter the land at any times and do all acts and things necessary for or incidental to:

(a) the purpose of enforcing compliance with any of the terms of this lease, and

(b) any purpose connected with the full enjoyment discovery and use of the mineral or other rights herein after reserved to Government, without claim to compensation whether by reduction of rent or otherwise except as hereinafter specifically provided.

**Public rights, etc.**

(5) Not to interfere with the lawful use by the public of any thoroughfare on the land or with the exercise of any existing rights and easements thereon by any third person.

**Registration.**

(6) To present this lease for registration as soon as may be after its execution, and until the lease is registered to hold Government indemnified against any loss or damage arising out of the lease of the land.

**Restriction on assignment.**

(7) Not to assign, sublet or transfer by mortgage or otherwise or part with the land or any part thereof, or any building standing thereon, without the permission in writing of Government first obtained.

(8) At the end or sooner termination of the lease, to leave the land and surrender it peaceably to Government, and if so required by the Collector to pull down and remove any structures existing thereon, and deliver up the land in a good condition, and as in its former condition, and if the tenant does not remove any structures erected by him together with any materials lying on the land within three months of the determination of the demise, all buildings and materials not so removed shall become the absolute property of the State.

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**Proviso.**

4. It is mutually agreed between the parties as follows:

(1) Government may at any time determine this demise by giving notice to the tenant, which notice may either be given to the tenant in writing or may be posted on the land, at the option of the Collector.

(2) If the tenant or any other person holding the land or any part thereof from or under him commits any breach or attempt to perform any of the terms or conditions of this lease or suffers or permits such breach or non-performance, Government may at any time thereon without notice give notice to the tenant requiring him to rectify the default within a reasonable time and if the default is not rectified within the time specified, Government may give notice to the tenant requiring him to deliver up possession of the land and may put down any structure erected thereon and sell the materials thereof and realize the proceeds of the sale whether such right may have been waived in respect of any earlier default or not, and without prejudice to any other right or claim.

(3) On the termination of the lease, either on expiry of the term provided for in item (a) or for any other reason, the Government shall not be bound to pay any sum whatsoever by way of price, compensation or damage to the tenant in respect of any improvements made on the land:

Provided that Government shall pay to the tenant the balance of any sum arising from the sale of such buildings and materials after deduction therefrom any sum which may be due to the tenant and a further sum of — rupees.

(4) If any question difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is hereinafter provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly, or whether the lease should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as the result of such termination shall be referred for arbitration to the Commission.

**Arbitration.**

---

*Foot-note.—This sum is to reimburse Government for expenses to be incurred in and time and labor to be spent in the removal of buildings and other materials. The blank should be filled in by the Collector according to the estimated cost of the above, at the time of the execution of the lease.*
missioner and his decision shall be final and binding and
where the matter involves a claim for or the payment or
recovery or deduction of money, only the amount, if any,
awarded in such arbitration shall be recoverable in respect
of the matter so referred.

(5) In this lease, unless the context otherwise requires—

(a) "the Collector" means the Collector of the district for
the time being and includes any other person duly autho-

(b) "the Commissioner" means the Commissioner of the

(c) "Government" includes the successors and assigns of the

(d) "the land" means the land hereby demised; and

(e) "the tenant" includes the heirs, legal representatives and
and permitted assigns of the tenant; and if the said term
includes co-owners, any liability imposed by this deed
shall be the joint and several liability of each co-owner.

In witness whereof, the parties have hereto set their hands on the
dates hereinafter in each case specified.

THE SCHEDULE ABOVE-MENTIONED.

Description and boundaries of the land.

An area of ............... kanals ........... marlas
situated in the town of ............... tahsil ...........
district ............... 

And bounded as follows:

On the north by:
On the east by:
On the south by:
On the west by:

Signed for and on behalf of the Governor

of the West Pakistan by ............... 

Collector of ....................... acting ....................... 

under the orders of the Governor of West Pakistan, in the presence of ............... 

....................... (address) Witness ....................... (description) on

the ............... day of ............... 
in the year one thousand nine hundred

and ............... 

Signed by the said ............... Tenant

in the presence of ............... (address) Witness,

....................... (description) on

the ............... day of ............... 
in the year one thousand nine hundred

and ............... 

(3) FORMS FOR THE LEASE AND LICENSE OF LAND TO LOCAL BODIES.

(Punjab Government letter No. 2365-C, dated the 4th May, 1930.)

FORM I.

LEASE TO LOCAL BODIES OF AGRICULTURAL LAND IN CANAL COLONIES.

A LEASE made between the Governor of West Pakistan (herein-

after called Government) and the ....................... (hereinafter called the tenant) in pursuance of the orders contain

in letter No. ....................... , dated the ....................... from the

Deputy Secretary to the Punjab Government in the

*Leases and licenses on these conditions will be scheduled tenan-
tcies under section 4 of the Colonization Act—vide Punjab Govern-
ment notification No. 529-C, dated the 2nd February, 1940.
Department to the address of the Commissioner of the division.

WHEREAS the land hereinafter mentioned vests in the State for the purposes of the Province and Government is empowered to dispose of the same in accordance with the provisions of Article ... of the Constitution of the Islamic Republic of Pakistan.

THIS LEASE WITNESSETH as follows:—

Government hereby demises unto the tenant; all the land measuring approximately ... more fully described in the schedule hereto annexed and coloured ... in the plan hereto annexed.

Government does not lease but hereby excepts and reserves unto itself all mines, minerals, quarries and trees with liberty to enter upon the land at any time and to do all things necessary for their enjoyment:

To hold unto the tenant from the ... day of ... for the remainder of the period fixed by Government for the assessment of the estate in which the land is situated, under subsection (1) of section 53-A of the Punjab Land Revenue Act, 1967, i.e., until the expiry of the assessment fixed at the time of the execution of this instrument; paying therefor the net yearly rent of ... rupees on the fifteenth day of January in each year, commencing with the fifteenth day of January, 19... ... The tenant for himself and his assigns covenants with the landlord as follows:—

1. To pay the reserved rents on the days aforesaid.

2. To defray all existing and future rates, taxes, assessments and outgoings payable by law in respect of land either by the owner or by the occupier thereof, which shall include land revenue to be paid by the tenant on behalf of the landlord and without thereby creating any right of property in the land demised.

3. Not to use or permit the land to be used for any purpose other than that for agriculture and not to do or permit anything to be done which would lessen the value of land for such purpose.

4. Not to construct any buildings on the land without the permission of Government in writing first obtained.

5. To surrender the land or any part thereof peaceably to Government whenever required as soon as the crop then standing on or sown in the land has been harvested without any claim to compensation of any kind whatsoever.

6. Not to assign, sublet, charge or part with possession of the land or otherwise transfer any part thereof without the permission of the Board of Revenue, West Pakistan in writing first obtained; provided that the tenant may with the previous approval of the Collector in writing grant a sub-lease for agricultural purposes for a period not exceeding three years and with the previous approval in writing of the Commissioner for a further period of two years (i.e., for a period not exceeding five years from the date of the original grant of a sub-lease) on such terms and conditions as will sufficiently safeguard the rights of Government under this lease.

7. To yield up the land at termination of the lease without claim to compensation of any kind whatsoever.

Provided always that it is expressly agreed that the lease may be terminated by Government without notice if the tenant fails to perform any of the covenants hereinbefore mentioned, whereupon it shall be lawfull for Government to resume the land and enter thereon through any authorised agent.

The stamp duty on this lease will be borne by Government, but it will be registered by and at the expense of the tenant, within four months from the date of execution failing which, with prejudice to the rights of Government consequent upon such failure, this instrument shall be void.

If any question difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is hereinbefore provided for and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly, or whether the lease should be terminated or has been rightly terminated and as regards the right's and obligation of then parties as the result of such termination shall be referred for arbitration to the Commissioner of the ... division, and his decision shall be final and binding and where the matter involves a claim for or the payment of money or deduction of money, only the amount, if any, awarded in such arbitration shall be recoverable in respect of the matter so referred.

In witness whereof the parties have hereto set their hands on the dates hereinafter in each case specified.
SCHEDULE OF LAND ABOVE-MENTIONED.

Description and boundaries.

An area of ................. acres ................. kanals
........................... marlas and ................. sarashis of land
in ................. tahsil ................. district

Shown in the revenue records ....

Shown in the revenue records ....

Bounded——

On the north by:
On the east by:
On the south by:
On the west by:

FLAN

Signed for and on behalf of the Governor

of West Pakistan by

................. Collector of

Collector.

................. acting under the orders of

the Governor of West Pakistan, in the presence

description) .................

(address) on the ................. day of ................. in the year one

thousand nine hundred and .................

Signed by ................. Secretary.

In the presence of .................

(name) .................

(description) .................

(address) ................. on Witness.

the ................. day of .................

in the year one thousand nine hundred
and .................

The seal of the .................

is hereunto affixed by virtue of a resolution of

Committee No. ................., dated

the ................. (copy annexed hereto
certified correct) ................. in the
presence of the

1. Secretary .................

2. President .................

FORM II.

FORM OF LICENCE FOR THE MANAGEMENT OF OPEN SPACES BY LOCAL BODIES IN THE CANAL COLONIES.

AN AGREEMENT made between the Governor of West Pakistan (hereinafter called Government) and the ................. (hereinafter called the licensee) in pursuance of the orders contained in letter No. ................. dated the ................. from the Deputy Secretary to the West Pakistan Government in the ................. Department to the address of the Commissioner of the .................

donation.

Whereas the land hereinafter mentioned vests in the State for the purposes of the West Pakistan, and Government is empowered to disclose of the land under the provisions of Article — of the Constitution of the Islamic Republic of Pakistan.

Whereby it is agreed as follows:——

Government hereby grants a licence to the licensee to enter upon all that land measuring approximately ................. more fully described in the schedule hereto annexed and coloured ................. in the plan hereto annexed and to do all things necessary for the management of the said land as ................. including the construction of .................
For the purpose of permitting third parties upon the land, the licence will act as the agent of Government and will do all things necessary for the purpose of securing that the rights of Government are not adversely affected thereby.

The licence is granted from the .......... day of .......... for the remainder of the period fixed by Government for the assessment of the estate in which the land is situated, under subsection (4) of section 66-A of the Punjab Land Revenue Act, 1887, i.e., until the expiry of the assessment fixed at the time of the execution of this instrument.

In consideration of the licence above granted the licensee will pay a neat yearly fee of .......... rupees to Government on the fifteenth day of January in each year commencing with the fifteenth day of January, 19.....

The licensee for himself and his assigns covenants with the licensor as follows:

(1) To pay the fee reserved on the days above-mentioned.

(2) To destroy all existing and future rates, taxes, assessment and outgoings payable by law in respect of the land either by the owner or occupier thereof, which shall include land revenue to be paid by the licensee on behalf of the landlord and without thereby creating any right of property in the land described in the schedule below, as though he were the owner and occupier.

(3) To maintain the premises in a good state of repair and not to construct any buildings on the land without the permission of Government in writing previously obtained.

(4) To permit the agent of Government to come with necessary workmen and appliances at all reasonable times to enter upon the licensed premises for the purpose of ascertaining that the premises are in a good state of repair and for any other purpose connected with this licence.

(5) Not to use the licensed premises otherwise than as a .......... and specifically not to permit any meeting of any kind to be held on the land or in the buildings erected thereon without obtaining the previous sanction in writing of the Collector.

(6) To yield up the premises on the termination of the licence without claim to compensation of any kind whatsoever.

(7) Not to assign, sub-let, charge or part with possession of the land.

(8) Not to allow any person other than .......... to enter the land without the permission of Government in writing first obtained.

This agreement shall not operate to vest the land in the licensee or to confer upon the licensee any rights other than those above-mentioned and shall not give the licensee the right of working the mines and quarries or of cutting trees, or of extracting any minerals from the land, which rights are hereby expressly reserved by Government to itself.

This agreement may be terminated at any time by Government on giving three months' notice.

The stamp duty on his agreement will be borne by Government, but it will be registered by and at the expense of the licensee, within four months from the date of execution, failing which, without prejudice to the rights of Government consequent upon such failure, this instrument shall be void.

In the event of any dispute or difference arising between the Government and the licensee, and/or the successors, representatives and assigns or either of them as to the property rights duties or liabilities of any such party, or as to any matter incidental or in any way relating thereto, or as to any claim for compensation or as to the true intent or purport of this licence or of any part thereof, then the decision in each case of the Commissioner 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 parties have hereunto set their hands on the dates hereafter in each case specified.

SCHEDULE OF LAND ABOVE-MENTIONED.

Description and boundaries.


On the north by:

On the east by:

On the south by:

On the west by:
LEASE OF LAND TO LOCAL BODIES IN THE CANAL COLONIES FOR BUILDINGS.

A lease made between the Governor of West Pakistan (hereinafter called Government) and (hereinafter called tenant) in pursuance of the orders contained in letter No. dated the from the Deputy Secretary to the West Pakistan Government in the Department to the address of the Commissioner of the division.

WHEREAS the land hereinafter mentioned vests in the State for the purposes of West Pakistan, and Government is empowered to dispose of the land under the provisions of Article of the Constitution of the Islamic Republic of Pakistan.

THIS LEASE HEREBY WITNESSETH as follows:

Government hereby demises unto the tenant all that known as whether with the adjoining land measuring approximately more fully described in the schedule hereto annexed and coloured

in the plan hereto annexed.

Government does not lease but hereby excepts and reserves unto itself all mines, minerals, quarries and trees with liberty to enter upon the land at any time and to do all things necessary for their enjoyment; And the tenant paying for the land net yearly rent of rupees on the fifteenth day of January in each year commencing with the fifteenth day of January, 19

The tenant for himself and his assigns covenants with Government as follows:-

On the east by:
On the south by:
On the west by:
On the north by:
(1) To pay the reserved rent on the days above mentioned.

(2) To defray all existing and future rates, taxes, assessment and outgoings payable by law in respect of land either by the owner or occupier thereof which shall include land revenue to be paid by the tenant on behalf of the landlord and without thereby creating any right of property in the land demised.

(3) To maintain the premises in a good state of repair and not to make any alterations or additions to the building without the permission of Government in writing previously obtained.

(4) To permit the agent of Government to come with necessary workmen and appliances at all reasonable times to enter upon the demised premises for the purposes of ascertaining that the premises are in a good state of repair and for any other purpose connected with this lease.

(5) Not to use the demised premises otherwise than as a ... and specifically not to hold or to permit to be held any meeting of any kind on the land or in the buildings erected thereon without obtaining the previous sanction in writing of the Collector.

(6) To yield up the premises on the termination of the lease without claim to compensation of any kind whatsoever, except as expressly provided hereinafter.

(7) Not to assign, sub-let, charge or part with possession of or otherwise transfer the land or any portion thereof without the express permission of Government first had and obtained in writing.

The lease is granted from .......... for the remainder of the period fixed by Government for the assessment of the estate in which the land is situated, under sub-section (1) of section 53-A of the Punjab Land Revenue Act, 1887, i.e., until the expiry of the assessment fixed at the time of the execution of this instrument.

Provided always and it is hereby expressly agreed that the lease may be determined by Government at any time on giving six months notice if the premises are required for any public purpose or for the enjoyment of the mineral rights herein reserved, or if Government considers that the purposes for which the land is to be used can be better effected by transferring the premises to its own management or to any other form of management, in which case Government shall pay to the tenant such sum only as the Collector of the district may determine for such improvements only as the tenant may have effected under written permission from Government.

Provided always that without prejudice to the rights of Government otherwise the lease may also be determined at any time by Government if there has been a breach of or failure to perform any of the covenants hereinbefore mentioned.

The stamp duty on this lease will be borne by Government, but it will be registered by and at the expense of the tenant, within four months from the date of execution, failing which, without prejudice to the rights of Government consequent upon such failure, this instrument shall be void.

If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights duties or liabilities of either party, then save in so far as the decision of any such matter is hereinafter provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly, or whether the lease should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as the result of such termination, shall be referred for arbitration to the Commissioner of the ................. division, and his decision shall be final and binding and where the matter involves a claim for or the payment or recovery or deduction of money, only the amount if any, awarded in such arbitration shall be recoverable in respect of the matter so referred.

In witness whereof the parties have here to set their hands on the dates hereinafter in each case specified.

SCHEDULE OF LAND ABOVE MENTIONED.

Description and boundaries.

An area of .......... acres .......... kanals .......... marlas and .......... saris of land in tehsil .......... district .......... shown in the records .........

Bounded :-

On north by:
FORM IV.

GRANT OF LICENCE FOR CONSTRUCTION ETC. OF ROAD ON STATE
LAND IN THE CANAL COLONIES.

This grant by way of licence made by the Governor of West Pakistan
hereinafter called "Government") to the
hereinafter called the licensee).

WHEREAS the land aggregating approximately
situate at
more particularly described and delineated in the schedule hereunder are
coloured red in the plan annexed hereto vests in the State for the purposes
of West Pakistan.

Now Government doth hereby grant a licence for such period as Government
from time to time may consider fit unto the licensee to enter upon
the said land and to do all things necessary for the construction and mainte-
ance on the said land of a road subject however to the following
conditions and covenants on the part of the licensee and which the licen-
see undertakes to comply with and perform:

(1) The licensee undertakes to:

(a) defray all existing and future rates, taxes, assessments and
outgoings payable by law in respect of the land either by the
owner or by the occupier thereof, with out thereby
creating any right of property in the land described in
the schedule below;

(b) not to use or permit the land to be used for any purpose
other than that of a road and not to do or permit anything
to be done which would lessen the value of the land for
such purpose;

(c) not to construct any buildings on the land without the permis-
sion of Government in writing first obtained;

(d) not to charge tolls or make any profit and gain by the use
of the said road or of any part of the said land save with
the permission of Government first obtained.

The stamp duty, if any, on this instrument shall be borne by Govern-
ment, but it will be registered by and at the expense of the licensee, within
four months from the date of execution, failing which, without prejudice to
the rights of Government consequent upon such failure, this instrument
shall be void.
In the event of any dispute or difference arising between the Government and the licensee and/or the successors, representatives and assigns or either of them as to the property rights, duties or liabilities of any such party, or as to any matter incidental or in any way relating thereto, or as to any of the above terms and conditions, or as any claim for compensation or as to the true intent or purport of this lease or of any part thereof, then the decision in each case of the Commissioner of the———division (or of the such other officer as may succeed to the duties of the Commissioner) shall be final and binding on both parties.

In witness whereof the parties have thereto set their hands on the dates hereinafter in each case specified.

SCHEDULE OF LAND ABOVE-Men tioned.

Description and boundaries.

An a. of —— acres —— kanals

mardas 11 = sarhafs of land in ——

tehsil —— district.

Shown in the revenue records—

Bounded:
On the north by:
On the east by:
On the south by:
On the west by:

Signed for and on behalf of the

Governor of West Pakistan by——— Collector of

———acting under the

orders of the Governor of West Pakis-
tan in the presence of——— (name)

——— (description)

——— (address) on the———day of

in the year one thousand nine hundred

and———

Signed by

———

Secretary———

In the presence of

——— (name)

——— (description)

——— (address) on the———day of——— in the year one

thousand nine hundred and———

The seal of the

——— hereunto affixed by virtue of a resolution of the

Committee

Board

No.——— dated the———

(copy annexed hereto certified correct)

——— In the presence of the

1. Secretary

1. President
(4) FORM OF LEASE DEED FOR BRICK KILNS.

STATEMENT OF CONDITIONS ON WHICH THE PUNJAB GOVERNMENT IS PREPARED TO GRANT TENANCIES FOR BRICK KILNS IN THE CANAL COLONIES.

In pursuance of the provisions of sub-section (3) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor of the Punjab is pleased to issue the following statement of conditions applicable to tenancies for brick kilns in the canal colonies in the Punjab:

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, and any tenancy granted on these conditions shall be a scheduled tenancy under section 4 of the said Act.

2. The Punjab Government is prepared to grant tenancies of land in the canal colonies, for brick kilns, on the condition that the tenant shall execute a lease in the form attached.

FORM OF LEASE FOR BRICK KILNS.

This lease made by the Governor of West Pakistan (hereinafter called Government) of the one part to

The son of .................................................................. resident of ..................................................... tehsil.................. District of West Pakistan (hereinafter called the tenant) of the other part:

In pursuance of the orders conveyed in letter No................................., dated the .................................. from the Deputy Secretary to the West Pakistani Government, Department to the address of the Commissioner, .................................. division.

Witnesseth as follows:

<table>
<thead>
<tr>
<th>TERMS OF THE LEASE.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. (a) Government hereby demises to the tenant all that plot of land,</td>
</tr>
<tr>
<td>containing ..................................................., more or less and more</td>
</tr>
<tr>
<td>particularly described in the schedule hereto (and delineated and coloured</td>
</tr>
<tr>
<td>in the plan annexed) subject to the exceptions and reservations and on the terms and conditions hereinafter appearing.</td>
</tr>
<tr>
<td>(b) The land is leased solely for the purpose of a brick kiln.</td>
</tr>
<tr>
<td>(c) The lease shall be for a term of ......................................... years</td>
</tr>
<tr>
<td>and shall be deemed to have commenced with the ................. day of .................................., and to have concluded on the .................. day of .................................., unless the lease is sooner determined in accordance with the provisions hereinafter appearing.</td>
</tr>
</tbody>
</table>

(b) For the full discovery, enjoyment and use of any of the rights hereby reserved or stipulated, or for the protection and management of any property hereby excepted, it shall be lawful for Government through its authorized agents or for any owner of the State duly authorized in that behalf to enter the land and occupy it temporarily.

(c) If the tenant at any time fails to erect, construct or maintain proper boundary marks in accordance with the conditions of this lease, the Collector may, without prejudice to any other rights hereby conferred or conferred by law on Government cause such boundary marks to be erected or constructed or repaired, as the case may be, and may recover the cost incurred thereby from the tenant.

OBLIGATION OF THE TENANT.

3. The tenant hereby covenants with Government as follows:

(a) To pay to or on behalf of Government the rent and any payments which may become due under this lease at the proper time and place and in such manner as may be prescribed by law or by the order of any competent authority.

(b) To use the whole or any part of land for no purpose other than that referred to in clause 1 (b) above, not to use it in any other way likely to lessen its value, and specifically not to erect any building thereon.

(c) Not to excavate the land or cause it to be excavated more than four feet deep.

(d) At his own cost, when so required by the Collector to erect or construct permanent marks demarcating correctly the boundaries and limits of the land, and at all times to maintain the same in good repair in accordance with any directions from time to time issued in that behalf by the Collector.

(e) Not to do or suffer to be done any act inconsistent with or injurious to any of the rights hereby excepted and reserved to Government or any other person or in particular to permit without let or hindrance all officers or servants of the State or other persons duly authorized by Government in that behalf to enter the land at all times and do all acts and things necessary for or
(i) the purpose of enforcing compliance with any of the conditions of this lease; and

(ii) any purpose connected with the full enjoyment, discovery and utilisation of the mineral or other rights heretofore reserved to Government without claim to compensation whether by reduction of rent or otherwise except as hereinafter specifically provided.

(f) Not to interfere with the lawful use by the public of any thoroughfare on the land or with the exercise of any existing rights and privileges thereon by any third person.

(g) Not to assign, sublet or transfer by mortgage or otherwise or part with the land or any part thereof, without the permission in writing of Government first obtained.

(h) At the end or sooner termination of the lease, to leave the land and surrender it peaceably to Government, and if so required by the Collector to pull down and remove any structures existing thereon, deliver up the land in a good state and as in its former condition, and the seller does not remove any structures erected by him together with any materials lying on the land within three months of the determination of the lease, all materials not so removed shall become the absolute property of the State.

(i) To follow the classification and specification of the bricks which is adopted by the Public Works Department, Buildings and Roads Branch and to classify bricks and attach them according to Public Works Department specification at the brick kiln site. Further to allow the Municipal/Notified Area/Town Committee Sub-controllers to check this specification and make fortnightly report of the stock of each class of bricks at the brick kiln site and to certify in writing if the conditions are being fulfilled.

(j) If there is demand from any department of Government for the supply of bricks, right may have been varied by any breach or failure to perform any of the terms or conditions of this lease or to pass permits for such breach or non-performance, Government may at any time thereafter determine the demise and resume possession of the land and may pull down any structure existing thereon and sell the materials thereof and retain the proceeds of the sale, whether this right may have been varied in respect of any earlier default or not, and without prejudice to any other right or claim.

(k) On the termination of the lease, either on the expiry of the term provided herein or any other reason, the Government shall not be bound to pay any sum whatever by way of price, compensation or damage to the tenant in respect of any improvements made in the land.

Provided that Government shall pay to the tenant the balance of any sum arising from the sale of such materials after deduction therefrom any sum which may be due from the tenant and a further sum of—rupees.

*Footnote* The sum is to reimburse Government for expenses to be incurred and time and labour to be spent in the disposal of building and other materials. The balance should be credited by the Collector according to the estimated cost of the above, at the time of the execution of the lease.
Stamping and registration.

(e) The stamp duty on this Instrument shall be borne by the tenant and he shall, within four months from the date of execution, present this Instrument for registration at his own expense, failing which without prejudice to Government rights otherwise such failure shall be regarded as a breach of the conditions hereof and the Collector shall be entitled to rescind and cancel the lease without any compensation whatever.

(f) If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or construction of any part thereof or the rights, duties or liabilities of either party, then save as far as the decision of any such matter is hereinbefore provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly, or whether the lease should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as the result of such termination, shall be referred for arbitration to the Commissioner and his decision shall be final and binding and where the matter involves a claim for or the payment or recovery or deduction of money, only the amount, if any, awarded in such arbitration shall be recoverable in respect of the matter so referred.

Interpretation.

5. In this lease, unless the context otherwise requires—

"the Collector" means the Collector of the district for the time being and includes any other person duly authorised by general or special order to act on behalf of Government in this behalf;

"the Commissioner" means the Commissioner of the

[division for the time being];

"Government" includes the successors and assigns of the landlord;

"land" means the land hereby demised and

"tenant" includes the heirs, legal representatives and permitted assigns of the tenant; and if the said term includes co-sharers, any liability imposed by this deed shall be the joint and several liability of each co-sharer.

IN WITNESS whereof the parties hereto set their hands on the dates hereinafter in each case specified.

THE SCHEDULE ABOVE MENTIONED.

Description and boundaries of the land.

An area of _________ kanals _________ marlas
situated in the town of _________ Tehsil _________ District.

and bounded as follows:

On the north by:

On the east by:

On the south by:

On the west by:

PLAN.

Signed for and on behalf of the Governor of West Pakistan by ————

Collector of ———— acting under the order of the Governor of West Pakistan, in the presence of ————

(address)

(description) on

the _______ day of ———— in the year one thousand nine hundred and ————

Signed by the said ———— in the presence of ————

(address)

(description) on

the _______ day of ———— in the year one thousand nine hundred and ————

Signatures of executants and witnesses.

Collector.

Witness.

Tenant.

Witness.
(8) SALES.

(i) AGRICULTURAL LAND

(5) FORMS OF NOTICE OF SALE, CONDITIONS OF SALE AND AGREEMENT TO PURCHASE FOR GOVERNMENT WASTE AGRICULTURAL LAND IN THE CANAL COLONIES.

(A) NOTICE.

WHEREAS instructions have been received for the sale, by auction, of the State lands in Colony, is described in the Schedule of lots, obtainable, free of charge, from the office of the Notice is hereby given that the plans of the said State lands are open to inspection, free of charge, at the office of the—

and will also be supplied at a small charge on application, by post, and that the said lands will be put up for sale, by public auction, at—

and will be sold upon the conditions of sale, obtainable, free of charge, from the office of the—

unless the sale shall, in the meantime, have been stopped or postponed by order of superior authority.

2. The Colonization of Government Lands (Punjab) Act, 1912, is applicable to the lands to be sold till proprietary rights are obtained by the due observance of all conditions of the sale.

3. The purchaser shall use the land for agricultural purposes only and shall not use it for building purposes except such buildings as are in the opinion of the Collector required for agricultural purposes.

4. The approximate area of the lands, the distributaries, extended to them, and the boundaries, are given in the Schedule of Lots:

(a) The lands will be sold in lots numbered, as shown in the Schedule of Lots, and in the maps in the office of the—

(b) The schedule and maps bear the signature of the

(c) The number and approximate size of the lots in each estate are set forth in the Schedule of Lots.

Note.—While submitting proposals for the sale by public auction of agricultural Colonization land in the colony the should obtain specific orders of Deputy Commissioner Government on the following points keeping in view the quality, irrigation facilities and other special features pertaining to the area, proposed for sale:

(1) Rate of initial deposit to be paid by the successful bidder on the spot;

(2) The number of yearly or half-yearly instalments in which the balance of the purchase price should be paid;

(3) The rate of simple interest on unpaid balances and penal interest, if any, on overdue instalments.

(h) Distributaries of the Canal have been extended to these lands, and plans signed by the Executive Engineer concerned, are open to inspection, free of charge, at the office of the—

These plans show the extent to which these lands are believed to be irrigable from the above-mentioned channels. The supply of water in the Canal will probably irrigate the land, 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) All trees, undergrowth and all other products whatever, of the said lands, will be included in the sale, save and except (all trees in the Nili Bar Colony), mines, minerals, coals, gold-washings, earth-oval and quarries, in or under the said lands.

(d) The price of trees will be recovered from the purchasers of the said lands on the basis of a special valuation, assessed by the—

It will be payable with the first installment of the purchase money of the land. If the purchaser does not accept this valuation, he will let the—, or any person authorised by him, to remove all the trees, etc., leaving the roots behind. The purchaser shall not be entitled to claim any compensation for any damage or loss caused in the cutting, stacking or removal of the wood.

5. No person shall be permitted to bid at the auction on behalf of any other person, whether present or absent, unless he deposits with the presiding officer a duly executed and registered power of attorney (Article 48, Schedule I, Stamp Act), specially authorizing him so to bid, and generally to represent such other person, at the auction. No minor shall be allowed to bid.

6. In no circumstances will any exchange be made of the land sold, nor does Government accept any liability for the correct identification by the bidder of the land sold. Lots can be identified on the ground by the help of survey marks and the plans alluded to in paragraph 1 above. Patrons will show visitors round, at any time between the date of this notice and the date of sale, and they will be under the supervision of Kanungos posted in their circle. If any difficulty arises, application should be made to the Colony Nahi-Tahsildar, noted in the Schedule of Lots as in charge of the area.

7. The land will be sold subject to a reserve price and the confirmation of Government will be required before any bid is finally accepted, and Government reserves the right to withdraw any plot from auction, or to alter its size, without previous notice, or to refuse the highest or any bid.

Issued at 19

by the undersigned this day of

Colonization Officer, Deputy Commissioner.
(b) Conditions governing the sale of agricultural land, in the—Colony.

1. The lands will be sold subject to all rights of way or water, and other easements, if any, subsisting thereon.

2. The lands will be sold in full proprietary right, but subject to the following conditions:

(d) The proprietary rights shall be subject to the exception and reservation to Government, its successors and assigns, of all dals or disused wells, mines, minerals, coal, gold-washings, 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 and working any mines or quarries and of working, getting and carrying away any minerals, coals, gold-washings or earth-oil 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 reserved).

(e) The land revenue demand, or rent, for the time being assessed thereon, and all general taxes, local taxes and cesses to which revenue paying lands are liable shall be duly paid.

(c) Canal occupier’s rates will be charged in accordance with the rates in force on the canal on which the lands are situated.

(d) The alignment of main roads, existing, or proposed for construction, is shown upon the plans. The area of such roads has in all cases been excluded from the calculation of auction plots and no property in them will pass to the purchaser of such plots. If any roads are planned, or alterations made, subsequently to the date of the notice of sale, an announcement of the fact will be made at the time of auction, and the existing plans shall be deemed to be modified in accordance with the announcement made.

(V) Village roads, to provide communication between village sites, and zamindari roads, to provide access to each rectangle (16-1/2 feet wide in each case) are delineated on the plans signed by the Executive Engineer, 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 16-1/2 feet in width, or after the direction of any such existing road, and the purchaser shall be entitled to no compensation by reason of such action.

(h) 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 16-1/2 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.

(e) Watercourses 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 watercourses, or alter the direction of any existing watercourse, and the purchaser shall be entitled to no compensation by reason of such action, except compensation for damage to standing crops. No watercourse 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 watercourses 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) The purchaser shall be chargeable with the whole of the cost of survey and demarcation of the said lands together with his share of the cost of the watercourse or watercourses 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 estates 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 or roads and culverts shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

(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 arbitration to the Board of Revenue whose decision shall be final and binding on both parties.

The sale is also subject to the limitations next following.

3. The purchaser shall use the land for agricultural purposes only and he shall not use it for building purposes except such buildings as are in the opinion of the Collector required for agricultural purposes.

4. The purchaser shall not, without the sanction in writing of the Collector, alienate any portion of the lot sold before he has received the deed of conveyance hereinafter mentioned.

5. The lands will be put up for auction in lots of various sizes, as shown in the Schedule and maps in the office of the—Colony Officer

Deputy Commissioner

(as referred to in paragraph 3 of the notice of sale.)
The timber on the land will be separately charged for on a valuation assessed by the Collector. If the purchaser does not accept this valuation, he will let the Collector, or any person authorised by him, to remove the trees, etc., leaving the roots behind. The purchaser shall not claim any compensation for any damage or loss caused in the cutting, stacking or removal of the wood.

The lots vary in size as shown in the schedule of lots. A reserve price will be fixed by Government, but will not be disclosed, except at the discretion of the Collector. In case of dispute between two or more 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, or at so much in a lump sum for the whole lot according to his option, and no bid shall advance by less than five rupees, if it is a bid per acre; or by less than ten rupees, if it is a bid for the whole lot.

The sale will be subject to final acceptance and confirmation by the Provincial 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 Provincial Government, other than for the return of the sum actually deposited by him.

6. The Purchaser shall, on the day when he is declared the highest bidder, pay a deposit of:

(i) 25 per cent of the amount of bid except as stated in case of (ii) below,

(ii) 33-1/3 per cent of the amount of bid in cases of:

(a) awkward plots of bangaya State agricultural land of 8 acres or less;

and

(b) other irrigated land up to 12-1/2 acres,

In part payment of the purchase money and sign an agreement in Form B hereto annexed, upon stamped paper of proper value, to be provided as his expense.

7. In default of such part payment, or in the event refusal to sign such agreement, the lot may be again put up and resold. 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.

8. Upon the expiry of one month from the date on which the purchase money was received, the bidder shall be liable for the full amount of the purchase money, for the time being remaining unpaid, until the date of payment. The said interest shall be payable as from the said date in the event of the auction bid having been finally accepted and confirmed by Government.

*Provided that when the land sold has never been cultivated before interest will begin to run from a date six months prior to the due date for the payment of the first instalment of the balance of the purchase money, as fixed by the Collector.

9. Such balance of purchase money and interest may be paid at any time within three calendar months from the date of the provisional acceptance of the bid referred to in clause 6 above; and otherwise such interest may be paid without default in three equal annual installments on the successive dates fixed for the realization of the Kharif land revenue of the land so purchased, and if the first of such installments shall be paid on the date on which the land revenue for the first harvest on the land is payable, the Collector shall have power to determine which harvest shall be considered to be for the purpose of this condition, the first harvest: provided that the purchaser may when paying the first (or any subsequent) installment also pay all, or any whole number of such instalments of the purchase money, and interest, as still remains due from him. It is also open to the purchaser to pay any amount in whole rupees at any time without regard to the dates fixed for the payment of the installments. Interest will be calculated on a basis of 12 months of 30 days each, and for purposes of calculation of interest, it will be within the discretion of the Collector to direct that all sums paid on the first fifteen days of a month shall be regarded as having been paid on the 1st day, and all sums paid after the 15th of the month as if they were paid on the last day of the month.

Penal interest at 9 per cent per annum (simple interest) shall be payable on overdue installments of purchase money.

The payment within the period of three calendar months from the date of the provisional acceptance of the bid referred to in clauses 5 and 7 above, or within the period of three years, as specified above, of such amounts and of the interest, or penal interest, due, if any, shall be deemed to be the essence of the contract for sale.

10. When the successful purchaser has paid the sum or sums mentioned in condition 6 above, he will thereupon be placed in possession of the land sold, by an officer appointed in that behalf by the Collector, and shall furnish to such officer a written acknowledgement of receipt of possession. Provided that possession will be granted in anticipation of, and without prejudice to the decision of Government and will in no case entitle the bidder to receive compensation or to remain in possession, in the event of the refusal of Government finally to accept the highest bid. Provided also that, until the full amount of the purchase money, with any interest or penal interest due thereon, has been paid, and other conditions set forth in this statement have been fulfilled, the purchaser shall be deemed to be a tenant of such land under section 15 of the Colonization of Government Lands (Punjab) Act, V of 1912.

11. If the purchaser shall make default in any payment due from him, under these conditions on the due date, the Collector may rescind the contract and all sums deposited in part payment of the purchase money and interest thereon shall be forfeited to Government.

*Applies to the Nili Bar Colony only.

*Applies to the Nili Bar Colony, but may be retained as a general provision.
12. (i) 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 all other consequences of the sale have been fulfilled, the Collector shall cause a conveyance to be drawn up in English, in the prescribed form and to sign it. The Collector shall then execute the same on behalf of Government, and shall cause to be registered at the (the purchaser's) expense, within the period to be specified in the deed.

(ii) If the purchaser shall refuse to execute the said deed, or to pay the said money due, or to have it duly registered within the period specified by the Collector, or to do so to do without any lawful excuse, the Government shall have full power and authority forthwith to rescind the contract, and cancel the sale.

13. When any contract has been rescinded under conditions 7, 11 or 12 (i) or (ii) for failure to comply with any other conditions of the sale, and the land is resold 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 resold.

14. If the purchaser shall have been placed provisionally in possession of the land, under the provisions of condition 10 of these conditions, and after the confirmation of the sale by Government, shall make default in the payment of any sums due, under these conditions on due date, or in the observance of any other condition governing the sale, and the sale to him of the land be rescinded in consequence with the powers hereby granted to the Collector, the Government shall have the full right forthwith to re-enter upon and resume possession of the land together with all standing or reaped crops thereon and further all payments made by the purchaser shall automatically become forfeited to Government.

15. 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 tehsil in which the land is situated: provided that with the written permission of the Collector, payment may be made into any Government treasury. Cheques on the State Bank of Pakistan or on any other bank approved by the Collector will be accepted. Unless, however, a cheque has been cleared it cannot be admitted that payment has been received and interest in normal cases will be charged up to the date of clearance of the cheque.

16. The land is believed, and shall be taken to be correctly described as to area and boundaries. If any error, mis-statement or omission in the foregoing particulars shall be discovered, the same shall not affect the sale, but any error payable by the purchaser shall be adjusted, if necessary, with reference to the acreage of the lot purchased as finally ascertained, and the price bid by the purchaser.

17. If at any future time land not now commanded becomes capable of irrigation from a canal or land now receiving non-perennial irrigation becomes capable of perennial irrigation, the purchaser shall pay to Government such additional sum as the Government may determine, in such manner and within such period as the Government may decide, PROVIDED that the said additional sum shall not exceed the difference between the market value of the land assessed by Government at the time when the aforesaid improved irrigation facilities became available and the purchase price which the purchaser has already paid and the failure to pay to Government the said additional sum within the said period shall be deemed a breach of the conditions of the grant.

(c) FORM B.

Form of agreement referred to in clause 6 of the foregoing conditions.

We, the resident(s) of T. H. ___________, District ___________, 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 the sale issued by the ___________.

Colonization Officer ___________, under date the

Deputy Commissioner ___________, published at page ___________ of part ___________ of the West Pakistani Government Gazette dated ___________.

The highest bidder(s) for lot(s) ___________ were ___________.

No. ___________ in Chak No. ___________ area ___________ at the price of Rs. ___________.

per acre and that ___________ have paid the sum of Rs. ___________ by way of deposit and in part payment of the said purchase money to the Colonization Officer, Deputy Commissioner, ___________, and hereby agree to pay the remainder of the said purchase money and complete the said purchase according to the aforesaid conditions if Government my accept ___________.

Signature of purchaser (s) ___________.

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

Colonization Officer ___________,

Deputy Commissioner, ___________.
6. Form of Notice of Sale, Condition of Sale and Memorandum of Offer for the Sale by Restricted Auction of State Waste Agricultural Land in the Canal Colonies.

(a) Notice

WHEREAS instructions have been received for the sale by auction, of State lands in Colony, in the said district, described in the Schedule of Lots, obtainable free of charge, from the offices of the Colony (Deputy Commissioner) and the Colony Assistant Commissioner, qamungas and patwaris of the circle, in which the lands are situated, notice is hereby given that the plans of the said State lands are open to inspection free of charge at the office of the

Deputy Commissioner.

and that the said lands will be put up for sale by public auction on the dates and at the places mentioned in the aforesaid programme of auction. Auctions will usually be held from 10 a.m. to 4 p.m. but the Presiding Officer shall have discretion to change it if and when necessary. The land will be sold upon the conditions of sale, obtainable free of charge, from the said offices, unless the sale shall in the meantime, have been stopped or postponed by order of superior authority.

2. The Colonization of Government Lands (Punjab) Act, 1912, is applicable to the lands to be sold.

3. The area (more or less) of the lands, the distributaries extended to them and the boundaries, are given in the Schedule of Lots:

(a) The lands will be sold in lots numbered as shown in the schedule of lot, and in the maps in the office of the

Deputy Commissioner.

The Schedule and maps bear the signature of the

Colonelization Officer.

The number and approximate size of the lots in each estate are set forth in the Schedule of Lots.

(b) Distributaries of the Canal have been extended to these lands and plans, signed by the Executive Engineer concerned, are open to inspection, free of charge, at the office of the

Colonelization Officer.

These plans show the extent to which these lands are believed to be irrigable from the above mentioned channels. The supply of water in the canal will probably irrigate the land, 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) Underwood and all other products whatever of the said lands will be included in sale, save and except all trees, mines, minerals, coal, gold-washings, earth-oil and quarries in or under the said lands.

(d) The price of trees will be recovered from the purchasers of the said lands on the basis of a special valuation, assessed by the

Colonelization Officer. It will be payable with the balance of the purchase money of the land. If the purchaser does not accept this valuation, he will let the

Deputy Commissioner or any person authorized by him, remove all the trees, etc., leaving the roots behind. The purchaser shall not be entitled to claim any compensation for any damage or loss caused in the cutting, stacking or removal of the wood.

4. Only the grantees of the chak in which the land is situated will be permitted to bid at auction. But the

Colonelization Officer may accept the bid of any other person, who, without sacrificing the recognized principle that colony chaks should be homogeneous in character, is considered by the

Colonelization Officer to be a fit person to own land in the chak, e.g., persons of the same district and same caste as existing grantees of the chak.

5. No person shall be permitted to bid at the auction on behalf of any other person, whether present or absent, unless he deposits with the Presiding Officer, a duly executed and registered power of attorney (Article 48, Schedule I, Stamp Act) especially authorizing him to bid, and generally to represent such other person at the auction. No minor shall be allowed to bid.

6. The purchaser shall, on the day when he is declared the highest bidder and his bid is provisionally accepted, pay a deposit of fifty per cent of the amount of bid towards payment of his purchase money in case his bid should be finally accepted by Government. At the same time he shall sign the written form of offer at the foot of the conditions annexed.

7. Subject as aforesaid, the highest bid accepted by the Presiding Officer will be communicated to Government, which may either accept or refuse it but the Presiding Officer may refuse to receive any bid.

8. If the bid is accepted by Government, the purchaser shall complete the sale within six weeks from the date of the confirmation of the sale by Government. The purchaser shall obtain a deed of grant drawn up in the prescribed form from the office of the

Colonelization Officer.

and shall, at least seven days before the date fixed for the completion, return the deed to the said office duly stamped at his own expense and ready for execution. The deed shall then be executed both by the purchaser and the

Colonelization Officer.
0. As soon as may be after the execution of the deed the purchaser shall cause the deed of grant to be registered at his own expense. Upon completion of the registration, and then only, the purchaser shall be placed in possession of the property.

10. Should any purchaser fail to observe or comply with any of the foregoing conditions, his deposit shall be forfeited to the State, which may have the property resold either by public auction or by private contract. Any deficiency of price which may result on such resale shall be made good and paid by the defaulting purchaser.

11. In no circumstances will any exchange be made of the land sold, nor does Government accept any liability for the correct identification by the bidder of the land sold. Payners will show visitors round at any time between the date of this notice and the date of sale and they will be under the supervision of Kamang, posted in their circle. If any difficulty arises application should be made to the Colony Nahi-Tahsildar, noted in the Schedule of Lots as in charge of the area who will manage it immediately.

12. The land will be sold subject to a reserve price and the confirmation of Government will be required before any bid is finally accepted, and Government reserves the right to withdraw any plot from auction, or to alter its price, without previous notice, or to refuse the highest or any bid.

Issued at __________ by the undersigned this __________

Colonization Officer

Deputy Commissioner

(E) CONDITIONS GOVERNING THE SALE BY RESTRICTED AUCTION OF STATE AGRICULTURAL LAND IN CANAL COLONIES.

1. The lands will be sold subject to all rights of way, or water, and other easements, if any, subsisting thereon.

2. 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 workings, 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 and working any mines or quarries and of working, getting and carrying away any minerals, coals, gold workings or earth-oil 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 purchasers, his heirs, legal representatives and assigns, and his or their lessees or tenants for all damages occasioned by the exercise of the rights reserved.)

(b) The land revenue demand, or rent, for the time being assessed thereon, and all general taxes, local taxes, and cesses to which revenue paying lands are liable shall be duly paid.

(c) Canal occupier’s rate will be charged in accordance with the rates in force on the canal on which the lands are situated.

(d) (i) The alignment of main roads, existing, or proposed for construction, is shown upon the plans. The area of such roads has, in all cases, been excluded from the calculation of auction plots and no property in them will pass to the purchaser of such plots. If any roads are planned, or alterations made, subsequently to the date of this notice, an announcement of the fact will be made at the time of auction, and the existing plans shall be deemed to be modified in accordance with the announcement made.

(ii) Village roads, to provide communication between village sites, and conduits roads to provide access to each rectangle (16-1/2 feet wide in either case) are delineated on the plans signed by the Executive Engineer, and such areas are included in the areas of 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 16-1/2 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.

(iii) 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 16-1/2 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.

(e) Watercourses are not delineated on the plans, but the Canal Officer empowered in that behalf may at his discretion, construct, or cause to be constructed, any new watercourse or alter the direction of any existing watercourse, and the purchaser shall be entitled to no compensation by reason of such action, except compensation for damage of standing crops. No watercourse 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 watercourses already constructed, or hereafter constructed, shall be recovered from all persons using in the same manner and at such time as may be fixed by the general or special orders of government.

(f) The purchaser 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 watercourse or watercourses of the estates in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estates and also with the cost of keeping such road 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.

(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 Commissioner, whose decision shall be final and binding on both parties.
The sale is also subject to the limitations following:

3. Only the grantees of the chak in the land on which the sale will be permitted to bid at an auction. But the Deputy Commissioner may accept the bid of any other person, who, without sacrificing the recognized principle that every chak should be homogeneous in character, is considered by the Deputy Commissioner to be a fit person to own land in the chak, e.g., persons of the same district and same caste as existing grantees of the chak.

4. The land will be put up for auction in lots of various sizes as shown in

the schedule and maps in the office of the

Deputy Commissioner.

— referred to in paragraph 3 of the notice of sale.

5. The lots vary in size as shown in the schedule of lots. A reserve price will be fixed by Government, but will not be disclosed except at the discretion of the

Deputy Commissioner.

In case of dispute between equal bidders the lot shall be put up again at the last preceding bid. Bids shall be recorded by the Treasuring Officer in such book as he may choose and the same shall advance by less than one rupee if it is a bid per acre, or by less than ten rupees, if it is a bid for the whole lot.

6. The sale will be subject to final acceptance and confirmation by the West Pakistan 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 West Pakistan Government, otherwise than for the return of the sum actually deposited by him.

7. The purchaser shall, on the day when he is declared the highest bidder, and his bid is provisionally accepted, pay a deposit of fifty per cent of the amount of his purchase money in cash to the Commissioner. If his bid should be finally accepted by Government, at the same time he shall sign the written form of offer at the foot of these conditions.

8. Subject as aforesaid, the highest bid accepted by the Presiding Officer will be communicated to Government, which may either accept or refuse it, but the Presiding Officer may refuse to receive any bid.

9. If the bid is accepted by Government, notice of acceptance shall be sent to the purchaser by registered post at the address given in his memorandum of offer, and the purchaser shall complete the sale within six weeks from the date on which such notice is received by the purchaser. The purchaser shall obtain a deed of grant drawn up in the prescribed form in the office of the Commissioner/Deputy Commissioner, and shall at least seven days before the date fixed for completion return the deed to the said office fully stamped at his own expense and ready for execution. The deed shall then be recorded both by the purchaser and the Commissioner/Deputy Commissioner.

10. As soon as may be after the execution of the deed, the purchaser shall cause the date of grant to be registered at his expense. Upon completion of the registration, and then only, the purchaser shall be placed in possession of the property subject to the right of existing cultivators to harvest any crops standing on the land on the date of the sale, confirmed by Government.

11. Should any purchaser fail to observe or comply with any of the foregoing conditions, his deposit shall be forfeited to the State which may have the property disposed of either by public auction or by private contract. Any deficiency of price which may result on such re-sale shall be made good and paid by the defaulting purchaser.

12. All payments to be made under these conditions on account of purchase money, 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
Commissioner
payment may be made into any Government treasury.

Deputy Commissioner
Cheques on the State Bank of Pakistan or on any other bank approved by the
Commissioner
will be accepted.

13. 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 affect the sale but the price payable by the purchaser shall be adjusted, if necessary, with reference to the area of the lot purchased as finally ascended, and the price bid by the purchaser.

(To be printed at the foot of the form)

(c) MEMORANDUM OF OFFER

I, , son of , of , village, , district, hereby acknowledge that I have this day made an offer for the purchase of the property described in the within particulars subject to the within conditions at the price of rupees and

have paid to the , the sum of rupees by way of deposit in part payment, and I hereby agree to complete the purchase in accordance with the within conditions, if my offer is accepted by Government. Such acceptance may be communicated to me at the following address:

As witness my hand this day of .

(Signature of purchaser.)

Purchase money Rs. Deposit paid Rs. Balance due Rs.

(d) AGREEMENT OF SALE.

As agent for the State, I, Collector of , accept the offer of rupees made by , son of , caste , village on the day of , for the undermentioned property.

(Signature of Collector.)

Particulars of this sale.
AGREEMENT FOR THE SALE OF AGRICULTURAL LAND.

In pursuance of the provisions of subsection (2) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor of the Punjab is pleased to issue the following statement of conditions applicable to the tenancy of ———— for agriculture in the ————

STATEMENT OF CONDITIONS ON WHICH THE PUNJAB GOVERNMENT IS PREPARED TO GRANT TO ———— THE TENANCY FOR AGRICULTURE.

IN THE ————

General

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” and the tenancy granted to ———— on these conditions shall be a scheduled tenancy under section 4 of the said Act.

2. The Punjab Government is prepared to grant to ———— the tenancy of land for agricultural purposes in the ———— on the conditions that the grantee shall execute a sale agreement in the form attached and shall be bound by all the terms therein contained.

AGREEMENT.

Parties.

A grant made by the Governor of West Pakistan (hereinafter called Government) of the one part to ———— son of ————, resident of ————, tehsil ———— in the ———— district of West Pakistan (hereinafter called the grantee) of the other part.

Recital.

In pursuance of letter No. ———— dated the ———— from the Deputy Secretary to Government, West Pakistan Department, to the address of the Commissioner, ———— division.

WHEREAS the grantee has offered to purchase the State land vested in the Governor of the West Pakistan for the purposes of the Province and hereinafter described in Schedule “A” and delineated in the plan attached hereto in ———— colour and his offer has been accepted:

AND WHEREAS the grantee has paid to Government at the time of the execution of this agreement the sum of ———— rupees as first instalment of the price of the land.

NOW THIS GRANT WITNESSETH as follows:

(i) The grantee hereby grants to the grantee all that plot of land containing ———— acres more or less and more particularly described in Schedule “A” hereto and delineated in the plan and coloured with ———— colour therein, attached hereto, subject to the exceptions and reservations and on the terms and conditions hereinafter appearing.

(ii) The land is granted for the purposes solely of agriculture and specifically not for buildings except such buildings as in the opinion of the Collector are required for agricultural purposes.

(iii) The grantee shall pay to the Government within six months from the date of the allotment of the land, the value of the trees and brushwood existing on the land at the commencement of the grant as determined by the Government.

Provided that any tree not cut before the determination of the grant and any tree cut but still lying on the land when the grant is determined shall be the property of the State, and that one tree at least shall be left standing in each acre of the land.

(iv) The grantee may construct such water-courses, temporary buildings or similar improvements as may be necessary for the purpose of culti

(v) The grantee shall be deemed to have commenced on the ———— and to have concluded on the ———— the deed of conveyance in Schedule “B” hereto is registered, unless the grant is sooner determined in accordance with the provisions hereinafter appearing.

(vi) The price of the land shall be ———— rupees. The first instalment of price has already been paid and the balance of the price shall be paid by the grantee to Government in ———— instalments on the ———— day of ———— in each year with interest on unpaid balances at the rate of ———— percent per annum, the second instalment of price and interest being payable on the ———— of ————, provided however that if any of the said instalments are not paid on the due dates then such instalments shall bear interest during the periods of such default at the rate of ———— percent per annum instead of ———— per cent per annum. The last instalment of price and interest shall be paid on the ————

(vii) The grantee shall pay land revenue demand, or rent, for the time being assessed on the land and all general taxes, local taxes and cesses to which revenue paying lands are liable.
EXCEPTIONS AND RESERVATIONS ON BEHALF OF GOVERNMENT.

2. (a) Government does not grant but excepts and reserves to itself in full proprietory right all mines, minerals and quarries of whatever nature existing on, over or below the surface of the land with liberty to search for, work and remove the same, in as full and ample manner as if this grant had not been made.

(b) Government does not grant, but excepts and reserves to itself all rivers and streams with their beds and banks, all watercourses and drainage channels and all public thoroughfares now existing on the land or shown as proposed for construction in the plan annexed.

(c) Government reserves the right—

(i) to create a public right of way not exceeding three karams in width across the land whenever this may be considered desirable in the public interest by the Collector, and

(ii) to construct new watercourses on the land or to alter the direction of any watercourse now existing, on the land or to be constructed in future, whenever this may be considered desirable by the Naval Officer in the interest of irrigation.

(d) For the full discovery, enjoyment and use of the rights hereby reserved or for the protection and maintenance of any property hereby excluded, it shall be lawful for Government through its authorized agents or for any officer of the State to enter upon the land and make such use thereof as may be necessary for these purposes without making any compensation to the grantee, for such use and occupation except as may be provided hereunder.

OBLIGATIONS OF THE GRANTEE.

3. The grantee hereby covenants with Government as follows:

(a) To pay the sum of _______ rupees to Government in _______ instalments as aforesaid on the _______ of _______ in each year with interest on unpaid balance at the rate of _______ percent per annum, the second instalment of price and the first instalment of interest to be paid on the _______ of _______ and the last instalment of price and interest to be paid on the _______ of _______.

(b) To pay also further interest on overdue instalments of price, if any, at the rate of _______ percent per annum.

(c) To use the whole or any part of the land for agriculture and for no purpose other than that of agriculture and specifically not to use it for building purposes except such buildings as are in the opinion of the Collector required for agricultural purposes.

(d) Always to keep one-half of the land under cultivation.

(e) To take possession of the land within one month from the date on which the Collector has ordered that he be let into possession.

(f) To pay to or on behalf of Government the land revenue demand or rent, and any other payments which may become due under these presents at the proper time and place and in such manner as may be prescribed by law or by the order of any competent authority.

(g) Without the permission in writing of Government first obtained, not to assign, sub-let or transfer by mortgage or otherwise or part with the land or any part thereof except by way of sub-lease for agriculture to such sub-tenants as he has reasonable cause to believe will cultivate the land with their own hands in the manner provided by this agreement.

(h) Not to do or suffer to be done any act inconsistent with or injurious to the said purpose of agriculture or to any of the rights excepted and reserved to Government.

(i) To permit without let or hindrance all officers or servants of the State and all others duly authorized by Government in that behalf to enter the land at all times and to do all acts and things necessary for or incidental to—

(i) the purpose of enforcing compliance with any of the terms and conditions of this grant, or of ascertaining whether they have been duly performed or observed, or

(ii) any purpose connected with the full enjoyment, discovery and use of the rights hereby reserved to Government.

(j) Not to interfere with the lawful use by the public of any thoroughfare on the land or with the exercise by any third person of any rights and easements now existing thereon or which the grantee is bound by the terms of this grant to create or allow.

(k) At his own cost, when so required by the Collector, to erect permanent marks on the land, demarcating correctly the boundaries and limits thereof, and at all times to maintain the same in good repair in accordance with any directions from time to time issued by the Collector.

(1) Not to construct or alter any canal watercourse or drainage channel upon the land without the permission of the Canal Officer.

(m) If the land is resumed under the terms of this grant or as soon as the grant is terminated, to leave the land, unless provided otherwise in this agreement, and to surrender it peaceably to the Collector, and if so required by the Collector to pull down and remove any structures existing thereon and deliver up the land in a level state as in its former condition.

(n) If the land or any portion thereof is required for any public purpose, to surrender the whole or so much of the land as may be required on demand by the Collector, without claiming compensation except as provided hereunder.

(o) To remain at all times of loyal behaviour and not to obstruct or join in preventing the effective discharge and the carrying into effect of all Statutes or Rules and Government's instructions thereunder.
Cost of survey, etc.

(c) To pay such amount towards the cost of the following works as the Collector or the Canal Officer, acting under the general or special orders of Government may determine whether the cost has already been incurred at the time of the grant or may be incurred thereafter:

(i) The survey and demarcation of the land.
(ii) The construction of any watercourse in the estate in which the land is situated, and from which a supply of water is available for the land.
(iii) The construction of any roads, paths, culverts or bridges necessary for the general convenience of the estate in which the land is situated.
(iv) The maintenance and repair of any such roads, paths, culverts, or bridges.

PROVISOS.

4. It is expressly agreed between the parties hereto as follows:

(a) In any of the following events:

(i) if the grantee commits any breach of or fails to perform any of the terms or conditions of this grant, or suffer or permit such breach or non-performance, or
(ii) if the grantee is declared insolvent, or
(iii) if the tenancy is attached

Government may thereupon at any time thereafter re-enter upon the land and determine this grant. Provided that such termination of the grant shall not prejudice any right of action or remedy of Government in respect of any antecedent breach of this agreement the grantee.

Compensation.

(b) No compensation shall be payable by Government in respect of the exercise of any rights reserved or conferred by the terms of this grant, except as provided hereunder:

(i) for actual damage or occupation arising out of the exercise of the right other than those relating to the construction of watercourses, such compensation as may be determined by the Collector;
(ii) for damage caused to standing crops in exercise of the rights relating to watercourses, such compensation as may be determined by the Canal Officer;
(iii) on resumption of the whole or any portion of the land otherwise than for breach of conditions or the creation of a public right of way or for construction of a watercourse a proportionate refund of the purchase price, if any, paid and such additional sum, if any, as may be determined by the Collector in accordance with the general principles applicable to the acquisition of land for public purposes.

(c) When any claim for compensation arises, the officer assessing the amount of the compensation shall give the grantee an opportunity of being heard.

(d) When any sum becomes due to the grantee by way of compensation, any moneys due to government shall be deducted therefrom; and if Government has any unsettled claim against the grantee, the sum due may be withheld until the claim is settled.

(e) In the event of the said sum of—rupees being being paid as agreed hereinbefore and the said conditions hereinbefore referred to having been duly complied with, immediately on the payment of the said sum of—rupees the grantee shall be entitled to receive from Government a deed of conveyance of the said land in the form given in Schedule “B” attached hereto granting to him by way of conveyance the said land in proprietary right subject to all the terms and conditions set forth in the said deed. The grantee shall pay such stamp duty on the said deed as is leviable on conveyances under the provisions of the Indian Stamp Act, and when it is duly executed by the parties, the grantee shall have it registered at his own expense within the period to be specified by the Collector.

Arbitration.

(f) If any question or difference whatsoever shall at any time hereafter arise between Government and the grantee in any way touching or concerning this grant, or the construction, meaning, operation or effect thereof or of any clause herein contained, or as to the rights duties or liabilities of either party under or by virtue of this grant or touching the subject-matter of this grant or arising out of or in relation thereto, then save in so far as the decision of any such matter has been heretofore provided for and has been so decided, the matter in difference shall be referred to the arbitration of the Commissioner who shall have power to decide any matter so referred including the following questions:

(i) whether any other provision has been made in these presents for the decision of any matter and if such provision has been made whether it has been finally decided accordingly, and

(ii) whether the grant should be terminated or has been rightly terminated, and what are or will be the rights and obligations of the parties as the result of such termination.

The decision of the arbitrator shall be final and binding; and when any matter so referred to arbitration involves a claim for the award, increase...
or reduction, of a sum of money by way of compensation or any other payment or recovery of money, only the amount decided by the arbitrator shall be recoverable in respect of the dispute so referred.

(g) The grantee shall purchase the site and within four months from the date of execution shall present this instrument for registration at his own cost, failing which, without prejudice to Government's rights otherwise, such failure shall be regarded as a breach of the conditions hereof.

INTERPRETATION.

5. In this agreement, unless there is anything repugnant in the context:

(a) "the Agent Officer" means the appropriate officer of the irrigation branch of the Public Works Department, West Pakistan;

(b) "the Collector" and "the Commissioner" mean the Collector and Commissioner for the time being of the district or division in which the land is situated; and a judge of any other person duly authorised by general or special order to exercise the powers of a Collector or Commissioner in respect of conditions governing the grant;

(c) "the Government" and "the grantee" include their successors-in-title, respectively; all rights hereby conferred and obligations hereby imposed shall be available for and bind their successors-in-title as the case may require, and when the term "the grantee" includes co-grantees, any liability or obligation imposed by this grant shall be the joint and several liability of such co-grantees;

(d) "the land" means the land which is the subject of this grant, and includes all rights, easements and appurtenances thereto belonging or pertaining; and

(e) "minerals" includes all the substances of a mineral nature which can be won from the earth, such as coal, anthracite, gold-washings, stones and form of soil which can be used for a profitable purpose on removal.

In witness whereof the parties have hereunto set their hands on the dates hereinafter in each case specified.

Signed for and on behalf of the Governor of West Pakistan by 

Collector.

Collector of ———— acting
under the orders of the Governor of West Pakistan, in the presence of ————

(address) Witness

_________________________

(description) on

the ————day of ————
in the year one thousand nine hundred

and ————

and signed by the said ————
in the presence of ————,

_________________________

(description) Witness,

on the ————day of ————
in the year one thousand nine hundred and ————

SCHEDULE - A

Description and boundaries of the land

An area of ———— acres

kanals

and ———— marlas

Situated in ———— tehsil

————— district

Shown in the revenue records No. ————

And bounded as follows:

On the north by :

On the east by :

On the south by :

On the west by :

PLAN
SCHEDULE B.

FORM FOR THE SALE AND GRANT OF AGRICULTURAL LAND IN THE CANAL COLONIES.

Parties

A grant made by the Governor of West Pakistan (hereinafter called Government) of the one part to ————, son of ————, resident of village ————, tehsil ————, in the District in West Pakistan (hereinafter called the grantee) of the other part:

Recital

In pursuance of the conditions contained in West Pakistan Government letter No. ————, dated ————.

WHEREAS the land hereinafter mentioned vests in the State for the purposes of the Government of West Pakistan which is authorised to dispose of the said land by Article of the Constitution of the Islamic Republic of Pakistan.

AND the grantee has paid a sum of ———— rupees, to Government.

NOW THIS GRANT WITNESSETH as follows:—

1. Government as beneficial owner grants unto the grantee, all that plot of land, containing ———— acres more or less, and more particularly described in the schedule hereto, and delineated in colour ———— in the plan annexed, to hold the same in proprietary right subject to the exceptions and reservations and on the terms and conditions hereinafter appearing.

2. The grant is made for agricultural purposes only, and is specifically not to be used for building purposes except such buildings as in the opinion of the Collector are required for agricultural purposes.

Exceptions and Reservations on behalf of Government.

3. Government does not grant but excepts and reserves to itself in full proprietary right all dals or doused wells, mines, minerals and quarries of whatever nature existing on, over or below the surface of the land with liberty to search for, work and remove the same in as full and ample manner as if this grant had not been made.

4. Government does not grant but excepts and reserves to itself all dals and doused wells, rivers and streams, with their beds and banks, all watercourses and drainage channels and all public thoroughfares now existing on the land or shown as proposed for construction in the plan annexed.

Construction and alteration of paths and water-courses.

5. Government reserves the right—

(a) to create a public right of way not exceeding three barams in width across the land whenever this may be considered desirable in the public interest by the Collector, and

(b) to construct new watercourses on the land, or alter the direction of any watercourse now existing on the land or to be constructed in future, whenever this may be considered necessary by the Canal Officer in the interest of irrigation, without any liability to pay compensation except as provided hereunder.

6. For the full discovery, enjoyment and use of the rights hereby reserved, or for the protection and maintenance of any property hereby included, it shall be lawful for Government through its authorities or for any officer of the State to enter upon the land and make such use thereof, as may be necessary for these purposes without making any compensation to the grantee or such use and occupation except as may be provided hereunder.

Obligations of the grantee.

7. The grantee hereby covenants with Government as follows:—

(a) Not to do or suffer to be done any act inconsistent with or injurious to any of the rights excepted and reserved to Government.

(b) To permit without let or hindrance all officers or servants of the State and all other persons duly authorised by Government in that behalf to enter the land at all times and to do all acts and things necessary for or incidental to—

(i) the purpose of enforcing compliance with any of the terms and conditions of this grant, or of ascertaining whether they have been duly performed or observed, or

(ii) any purpose connected with the full enjoyment, discovery and use of the rights hereby reserved to Government.

(c) Not to interfere with the lawful use by the public of any thoroughfare on the land or with the exercise by any third person of any rights and easements now existing thereon or which the grantee is bound by the terms of this grant to create or allow.

(d) At his own cost, when so required by the Collector, to erect permanent marks on the land, demarcating correctly the boundaries and limits thereof, and at all times to maintain the same in good repair in accordance with any directions from time to time issued by the Collector.

(e) Not to construct or alter any canal watercourses or drainage channel upon the land without the permission of the Canal Officer.

(f) If the land is resumed under the terms of this grant, to leave the land as soon as the grant is terminated and surrender it peaceably to the Collector and, if so required by the Collector, to pull down and remove any structures existing thereon, and deliver up the land in a level state as in its former condition.

(Or where canal irrigation is not provided).
Surrender for Public Purposes

(1) If the land or any portion thereof is required for any public purpose, to surrender the whole or so much of the land as may be required on demand by the Collector, without claiming compensation except as provided hereunder.

Loyalty.

(2) To remain at all times of loyal behaviour, and not to obstruct or join in preventing the effective discharge and the carrying into effect of all Statutes, Rules and Government's instructions thereunder, and at any time of trouble to render active support to State and its officers, and to accept the decision of Government as to whether this covenant has been fulfilled or not.

Cost of survey, etc.

(i) To pay such amount towards the cost of the following works as the Collector or the Canal Officer, acting under the general or special orders of Government, may determine, whether the cost has already been incurred at the time of the grant or may be incurred thereafter:

(a) the survey and demarcation of the land;
(b) the construction of any watercourse in the estate in which the land is situated, and from which a supply of water is available for the land;
(c) the construction of any roads, paths, culverts or bridges necessary for the general convenience of the estate in which the land is situated; and
(d) the maintenance and repair of any such roads, paths, culverts or bridges.

Payment of land-revenue.
Use of land.

(j) To pay promptly the land revenue and all rates, cesses, charges and outgoings to which the land may be from time to time assessed.

(k) Not to use the land for any purpose other than that for which it is granted, and not to permit or suffer such usage and not to use it for building purposes except such buildings as are required for agricultural purposes.

Cultivation of land.

(l) Always to keep one half of the land under cultivation.

(m) If at any future time land not now commanded becomes capable of irrigation from a canal or land now receiving non-perennial irrigation becomes capable of perennial irrigation, to pay to Government such additional sum as the Government may determine, in such manner and within such period as the Government may decide, PROVIDED that the said additional sum shall not exceed the difference between the market value of the land assessed by Government at the time when the aforesaid improved irrigation facilities become available and the purchase price which the grantee has already paid.

Note: Clause (m) was inserted by P. G. Memorandum No. 734.—C. of the 1st March 1944.

Application of Colony Act.

9. (a) This grant is subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, so far as they are applicable thereto.
(b) The grantee shall be deemed to be a tenant of such land unless and until he has fulfilled the terms and conditions of this grant.
(c) If the grantee fails to perform or commits any breach of any of the terms or conditions of this grant, or suffers or permits such a breach or non-performance, the Collector may at any time thereafter determine the grant and resume possession of the land, and may pull down any structures existing thereon, and may sell the materials thereof and retain the proceeds of the sale, whether these rights may have been waived in respect of any earlier default or not and without prejudice to the powers conferred by the Act or to any other right or claim.

Compensation.

10. (a) Except as provided in section 25 of the Act, no compensation shall be payable by Government in respect of the exercise of any rights reserved or conferred by the terms of this grant, except as provided hereunder:

(b) for actual damage or occupation arising out of the exercise of rights other than those relating to the construction of watercourses, such compensation as may be determined by the Collector;
(c) for damage caused to standing crops in exercise of the rights relating to watercourses, such compensation as may be determined by the Canal Officer;
(d) on resumption of the whole or any portion of the land otherwise than for breach of or non-fulfilment of the terms, or conditions of the grant, or for the creation of a public right of way or for construction of a watercourse, a proportionate refund of the purchase price, if any, paid and such additional sum if any, as may be determined by the Collector in accordance with the general principles applicable to the acquisition of land for public purposes.

(ii) When any claim for compensation arises, the officer assessing the amount of the compensation shall give the grantee an opportunity of being heard.

(iii) When any sum becomes due to the grantee by way of compensation, any moneys due to Government shall be deducted therefrom; and if Government has any unsettled claim against the grantee, the sum due may be withheld until the claim is satisfied.

Resumption.

11. (f) If any question or difference whatsoever shall at any time hereafter arise between Government and the grantee in any way touching or concerning this grant, or the construction, maintenance or operation of any structure formed out of or in relation thereto, then, save in so far as the decision of any such matter has been hereinafter provided for,
and has been so decided, the matter in difference shall be referred to the arbitration of the Commissioner, who shall have power to decide any matter so referred, including the following questions:

(a) whether any other provision has been made in these presents for the decision of any matter and if such provision has been made, whether it has been finally decided accordingly, and

(b) whether the grant should be terminated or has been rightly terminated, and what are or will be the rights and obligations of the parties as the result of such termination.

(ii) The decision of the arbitrator shall be final and binding; and when any matter so referred to arbitration involves a claim for the award increase or reduction of a sum of money by way of compensation or any other payment or recovery of money, only the amount decided by the arbitrator shall be recoverable in respect of the dispute so referred.

12. The grantee shall purchase the stamp and within four months from the date of execution, shall present this instrument for registration at his own cost, failing which, without prejudice to Government’s rights otherwise, such failure shall be regarded as a breach of the conditions hereof.

INTERPRETATION.

13. In these conditions, unless there is anything repugnant in the context:

(a) “the Act” means the Colonization of Government Lands (Punjab) Act, 1912, in force for the time being;

(b) “the Canal Officer” means the appropriate officer of the Irrigation Branch of the Public Works Department, West Pakistan;

(c) “the Collector” and “the Commissioner” respectively mean the Collector and the Commissioner for the time being of the district or division in which the land is situated and include any other person duly authorised by general or special order to exercise the powers of a Collector or Commissioner in respect of conditions governing this grant;

(d) “the Government” and “the grantee” include their successors-in-title respectively; all rights hereby conferred and obligations hereby imposed shall be available for and bind their successors-in-title as the case may require; and when the term “the grantee” includes co-sharers, any liability or obligation imposed by this grant shall be the joint and several liability of each co-sharer;

(e) “the land” means the land which is the subject of this grant, and includes all rights, easements and appurtenances thereto belonging or pertaining; and

(f) “minerals” include all substances of a mineral nature which can be won from the earth, such as coal, earth-oil, gold-washings.

stones and forms of soil which can be used for a profitable purpose on removal.

IN WITNESS WHEREOF the parties have hereunto set their hands on the dates hereinafter in each case specified.

THE SCHEDULE — ABOVE-MENTIONED.

Description and boundaries of the land.

An area of —______________ gahmans—

kanals—__________________ marlas.

Situated in —______________ tehsil—______________ district.

the town of —______________ revenue records

Shown in the —______________ records of the local authority

No. —______________

And bounded as follows:—

On the north by:
On the east by:
On the south by:
On the west by:

THE PLAN.

Signed for and on behalf of the Governor
of West Pakistan by —______________

(Sd.) Officer

Officer of —______________ acting under the orders of the Governor of the West Pakistan in the presence of —______________

(Sd.) Witness

________________ (address) —______________ (description)

on the —______________ day of —______________ in the year one thousand nine hundred and

—______________

Signed by the said —______________ in the presence of —______________ (address)

(Sd.) Grantee

________________ (description) on the —______________ day of —______________ in the year one thousand nine hundred and
Arbitration.

(a) whether any other provision has been made in these presents for the decision of any matter and if such provision has been made, whether it has been finally decided accordingly, and

(b) whether the grant shall be terminated or has been rightly terminated, and what are or will be the rights and obligations of the parties as the result of such termination.

(ii) The decision of the arbitrator shall be final and binding; and when any matter so referred to arbitration involves a claim for the award increase or reduction of a sum of money by way of compensation or any other payment or recovery of money, only the amount decided by the arbitrator shall be recoverable in respect of the dispute so referred.

Stamping and registration.

12. The grantee shall purchase the stamp and within four months from the date of execution, shall present this instrument for registration at his own cost, failing which, without prejudice to Government's rights otherwise, such failure shall be regarded as a breach of the conditions hereof.

Interpretation.

13. In these conditions, unless there is anything repugnant in the context:

(a) "the Act" means the Colonization of Government Lands (Punjab) Act, 1912, as in force for the time being;

(b) "the Canal Officer" means the appropriate officer of the Irrigation Branch of the Public Works Department, West Pakistan;

(c) "the Collector" and "the Commissioner" respectively mean the Collector and the Commissioner for the time being of the district or division in which the land is situated and include any other person duly authorized by general or special order to exercise the powers of a Collector or Commissioner in respect of conditions governing this grant;

(d) "the Government" and "the grantee" include their successors-in-title respectively; all rights hereby conferred and obligations hereby imposed shall be available for and bind their successors-in-title as the case may require; and when the term "the grantee" includes co-sharers, any liability or obligation imposed by this grant shall be the joint and several liability of each co-sharer;

(e) "the land" means the land which is the subject of this grant, and includes all rights, easements and appurtenances thereto belonging or pertaining; and

(f) "minerals" include all substances of a mineral nature which can be won from the earth, such as coal, earth-oil, gold-washings, stones and forms of soil which can be used for a profitable purpose on removal.

In witness whereof the parties have hereunto set their hands on the dates hereinafter in each case specified.

THE SCHEDULE — ABOVE MENTIONED.

Description and boundaries of the land.

An area of ________________  ghumaons ———
kanals ———  marlas.
Situated in ________________ tehsil ——— district.
Shown in the ________________ revenue records as No. ———
records of the local authority
And bounded as follows:
On the north by:
On the east by:
On the south by:
On the west by:

THE PLAN.

Signed for and on behalf of the Governor of West Pakistan by _____________

(Sd.) Officer

(the address) (the description)
on the ______ day of ——— in the year one thousand nine hundred and ———

(Sd.) Witness

Signed by the said _____________ in the presence of _____________

(Sd.) Grantee.

(address) (description) on the ______ day of ——— in the year one thousand nine hundred and ———

(Sd.) Witness.
(8) FORM FOR THE SALE AND GRANT OF AGRICULTURAL LAND,

For the sale by public auction or by private treaty and for grant of
agricultural land, the same form as Schedule 8* appended with the preceding
sale agreement should be used, unless otherwise prescribed.

(9) FORM OF DEED OF CONVEYANCE FOR FREE GRANTS.

The same form of conveyance as prescribed in the sale agreement,
No. (7) supra, should be used, with the following variations:

(a) In the preamble the words, "...and the grantee has paid a sum of
--- rupees to Government" should be omitted.

(b) The following shall be inserted as sub-clause (c) at the end of
clause 7:

(c) During ten years from the date of the execution of this instrument
not to alienate permanently by sale or otherwise any portion
of the land granted except with the sanction of Government
previously obtained. In case of breach of this condition, the
Government may rescind the grant, or any part thereof, either temporarily or permanently.

(10) FORM FOR THE SALE OR GRANT OF LAND FOR A GARDEN.

Parties.

A grant made by the Governor of West Pakistan, (hereinafter called
Government) of the one part to ------------------[name], son of [father's name],
resident of ------------------[village], in the ------------------[district] in West Pakistan (hereinafter
called the grantee) of the other part.

Recital.

IN PURSUANCE of the conditions contained in West Pakistan Government
Letter No. --------, dated --------.

WHEREAS the land hereinafter mentioned vests in the State for the pur-
poses of the Government of the West Pakistan, which is authorised to dispose of
the said land by the provisions of Article -------- of the Constitution of
the Islamic Republic of Pakistan.

AND the grantee has paid a sum of -------- rupees to Government.

NOW THIS GRANT WITNESSETH as follows:

1. Government as beneficial owner grants unto the grantee,
ALL that plot of land, containing -------- acres more or less, and more
particularly described in the schedule hereto, and delineated in colour -----------
in the plan annexed, TO HOLD the same
in proprietary right subject to the exceptions and reservations and on the
terms and conditions hereinafter appearing.

Purpose.

2. The grant is made for the purposes of a garden only.

Exceptions and reservations on behalf of Government.

3. Government does not grant but excepts and reserves to itself in
full proprietary rights all mines, minerals and quarries of whatsoever nature
existing on, or below the surface of the land with liberty to search for,
work and remove the same, in as full and ample manner as if this grant had
not been made.

4. Government does not grant but excepts and reserves to itself all
givers and streams with their beds and banks, all watercourses and drainage
channels and all public thoroughfares now existing on the land or shown
as proposed for construction in the plan annexed.

5. Government reserves the right:

(a) to construct new watercourses on the land, or to alter the direction of
any watercourse now existing on the land or to be con-
structed in future, whenever the Collector may be considered necessary,
by the Canal Officer in the interest of irrigation without any
liability to pay compensation except as provided hereunder.

6. For the full enjoyment, discovery and use of the rights hereby
reserved, or for the protection and maintenance of any property hereby ex-
cluded, it shall be lawful for Government through its authorised agents or for
any officer of the State to enter upon the land and make such use thereof as
may be necessary for these purposes without making any compensation to
the grantee for such use and occupation except as may be provided hereunder.

Obligations of the grantee.

7. The grantee hereby covenants with Government as follows:

(a) Not to do or suffer to be done any act inconsistent with or injurious
to any of the rights excepted and reserved to Government.

(b) To permit without let or hindrance all officers or servants of the
State and all other persons duly authorised by Government
in that behalf to enter the land at all times and to do all acts
and things necessary for or incidental to:

(i) the purpose of enforcing compliance with any of the terms
and conditions of this grant, or of ascertaining whether they
have been duly performed or observed, or

(ii) any purpose connected with the full enjoyment, discovery and
use of the rights hereby reserved to Government.

(c) Not to interfere with the lawful use by the public of any thorough-
fare on the land or with the exercise by any third person of any
rights and easements now existing thereon or which the grantee
is bound by the terms of this grant to create or allow.

Mines and
minerals.

Rivers, water-
courses and roads.

Construction and
alteration of paths
and water-courses.
(omit (b) where
canal irrigation
is not provided).

Re-entry for the
exercise and pro-
tection of rights
reserved.

Against injury.

Entry.

Public rights and
easements.

*Page 192.
(d) At his own cost, when so required by the Collector, to erect permanent marks on the land, demarcating correctly the boundaries and limits thereof, and at all times to maintain the same in good repair in accordance with any directions from time to time issued by the Collector.

(e) Not to construct or alter any canal, watercourse or drainage channel upon the land without the permission of the Canal Officer.

(f) If the land is resumed under the terms of this grant, to leave the land as soon as the grant is terminated and surrender it peaceably to the Collector and if so required by the Collector, to pull down and remove any structures existing thereon, and delive up the land in a level state as in its former condition.

(g) If the land or any portion thereof is required for any public purpose, to surrender the whole or so much of the land as may be required on demand by the Collector, without claiming compensation except as provided hereunder.

(h) To remain at all times of loyal behaviour, and not to obstruct or join in preventing the effective discharge and the carrying into effect of all Statutes, Rules and Government's instructions thereunder, and at any time of trouble to render active support to the Government and its officers, and to accept the decision of Government as to whether this covenant has been fulfilled or not.

(i) To pay such amount towards the cost of the following works as the Collector or the Canal Officer, acting under the general or special orders of Government, may determine whether the cost has already been incurred at the time of the grant or may be incurred thereafter:

- the survey and demarcation of the land;
- the construction of any watercourse in the estate in which the land is situated, and from which a supply of water is available for the land;
- the construction of any roads, paths, culverts or bridges necessary for the general convenience of the estate in which the land is situated; and
- the maintenance and repair of any such roads, paths, culverts or bridges.

(j) To pay promptly the land revenue and all rates, cesses, charges and outgoings to which the land may be from time to time assessed.

(k) Not to use the land for any purpose other than that for which it is granted, and not to permit or suffer such usage.

(l) Not to erect any building or buildings on the said land without the previous permission in writing of the Collector and not to use any such building erected with the permission of the Collector for the purposes of a shop, factory or any trade.

(m) To construct at his own expense a mud wall not less than there feet in height round the entire land and to keep the said wall in substantial and proper repair to the satisfaction of the Collector.

(n) To plant creepers, flowers and ornamental trees in the said land to the satisfaction of the Collector.

8. The grantee shall:

- plant fruit trees of only those varieties which are approved by the Director of Agriculture, and according to a layout sanctioned by him;
- plant fruit trees within such period or periods as Government may decide;
- follow the instructions of the Director of Agriculture, regarding:
  - the purchase of trees from approved fruit nurseries,
  - control insect pests and fungal diseases of the fruit trees according to the advice of the Agriculture Department; and
  - replace unsuitable or worn out trees;
- sink a well or construct a proved tank—feet square and feet deep within the first year from the date of taking possession of the land; and
- do no intercropping except by the express sanction of the Director of Agriculture, who will specify the kinds of crops to be grown.

9. (a) This grant is subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, so far as they are applicable thereto.

(b) The grantee shall be deemed to be a tenant of such land unless and until he has fulfilled the terms and conditions of this grant.

10. If the grantee fails to perform or commits any breach of any of the terms or conditions of this grant, or suffers or permits such a breach or non-performance, the Collector may at any time thereafter determine the grant and resume possession of the land, and may pull down any structure existing thereon and may sell the materials thereof and retain the proceeds of the sale, whether these rights may have been waived in respect of any earlier

Fruit trees

Application of the Colony Act.

Resumption.
11. (f) Except as provided in section 25 of the Act, no compensation shall be payable by Government in respect of the exercise of any rights reserved or conferred by the terms of this grant, except as provided hereunder:

(a) for actual damage or occupation arising out of the exercise of rights other than those relating to the construction of watercourses, such compensation as may be determined by the Collector;

(b) for damage caused to standing crops in exercise of the rights relating to watercourses, such compensation as may be determined by the Canal Officer;

(c) on resumption of the whole or any portion of the land otherwise than for breach of or non-compliance with the terms or conditions of the grant or for the creation of a public right of way or for construction of a watercourse, a proportionate refund of the purchase price, if any, paid and such additional sum, if any, as may be determined by the Collector in accordance with the general principles applicable to the acquisition of land for public purposes.

(ii) When any claim for compensation arises, the officer assessing the amount of the compensation shall give the grantee an opportunity of being heard.

(iii) When any sum becomes due to the grantee by way of compensation, any moneys due to Government shall be deducted therefrom; and if Government has any unsettled claim against the grantee, the sum due may be withheld until the claim is settled.

12. (i) If any question or difference whatsoever shall at any time hereafter arise between Government and the grantee in any way touching or concerning this grant, or the construction meaning operation or effect thereof or of any clause hereinafter contained, or as to the rights duties or liabilities of either party under or by virtue of this grant, or touching the subject matter of this grant, or arising out of or in relation thereto, then save in so far as the decision of any such matter has been hereinafore provided for and has been so decided, the matter in question shall be referred to the arbitration of the Commissioner who shall have power to decide any matter so referred including the following questions:

(e) whether any other provision has been made in these presents for the decision of any matter and if such provision has been made, whether it has been finally decided accordingly, and;

(b) whether the grant should be terminated or has been rightly terminated, and what are or will be the rights and obligations of the parties as the result of such termination.

(ii) The decision of the arbitrator shall be final and binding; and when any matter so referred to arbitration involves a claim for the award increase or reduction of a sum of money by way of compensation or any other payment or recovery of money, only the amount decided by the arbitrator shall be recoverable in respect of the dispute so referred.
(II) FORM OF NOTICE AND CONDITIONS OF SALE BY PUBLIC AUCTION OF STATE LAND FOR NON-AGRICULTURAL PURPOSES.

(a) NOTICE

Sale of

Notices are hereby given that the undersigned will shortly invite offers at public auction for the purchase of ___________ being the property of the State.

(Here should be inserted a brief description of the property to be auctioned showing also where it is situated).

The auction will be held by the Collector of ___________ and will commence at ___________ a.m. on the ___________.

Plans showing full details of the property to be sold will be open to inspection on any working day from 10 a.m. to 4 p.m. at the office of the Collector in ___________ where any further information could be obtained.

Copies of these plans can also be obtained on payment.

A full statement of the conditions of sale can also be obtained from the Collector's office. Attention is hereby invited to the following provisions included therein:

1. Offers will be invited subject to a reserve price in each case.
2. The highest acceptable offer will be communicated to Government, but there will be no sale unless the offer is accepted by Government.
3. The Collector reserves the right to reject any bid or to withdraw any lots from auction.
4. A sum equivalent to 20 percent of the purchase price must be deposited by the bidder whose bid is to be recommended to Government immediately at the conclusion of the bidding, and the balance must be paid within six weeks from the date of confirmation of sale by Government, if the offer is accepted.

(b) CONDITIONS OF SALE

1. Offers will be received subject to a reserve price and and to the right of the State through any of its agents or the auctioneer to bid up to or beyond such reserve and to withdraw the property without declaring such reserve.
2. Subject as aforesaid, the highest bid received by the auctioneer will be communicated to Government, which may either accept or refuse it but the auctioneer may refuse to receive any bid.
3. No person shall at any bid advance less than a sum to be named by the auctioneer or rescind the bid, and if any dispute arise respecting a bid or property shall be put up again at the last undisputed bid.

4. The property may be put up in one lot or in lots other than those shown in the particulars.

5. Immediately after the close of the bidding the person making the bid which is accepted by the auctioneer shall pay to the Collector as agent of the State a deposit of 20 per cent as a deposit towards payment of his purchase money in case his bid should be finally accepted by Government.

6. At the same time he shall sign the written form of offer at the foot of these conditions.

7. Offers for the lots will be invited by reference to municipal area and numbers (or by reference to the numbers shown on the plan at the Collector's office) and are to be understood as referring to the buildings now actually existing at site. The description of the several lots is believed and shall be deemed to be correct and if any error shall be found therein the same shall not affect the sale nor shall any compensation be given in respect thereof.

8. The sale shall be subject to the reservations in favour of the State which are set forth in the form for the deed of grant annexed hereto, and the purchaser will be bound by the covenants contained therein. In particular, the purchaser shall be required to enter into a covenant not to use the property for any purposes other than for which it is sold, and to keep the property good repair.

9. If the bid is accepted by Government, the sale shall be completed within six weeks from the date of confirmation of sale by Government. The purchaser shall obtain a deed of grant drawn up in the form annexed to the Collector's office and shall, at least seven days before the date fixed for the completion, return the deed to the Collector's office duly stamped at his own expense and ready for execution.

10. Within the time fixed for the completion of the sale, the purchaser shall pay the balance of the purchase money into the Treasury at— The deed of grant shall then be executed both by the purchaser and the Collector.

11. As soon as may be after the execution of the deed, the purchaser shall cause the deed of grant to be registered at his own expense. Upon completion of the registration, and then only, the purchaser shall be placed in possession of the property.

12. Should any purchaser fail to observe or comply with any of the foregoing conditions, his deposit shall be forfeited to the State which may have the property re-sold either by public auction or by private contract. Any deficiency of price which may result on such re-sale shall be made good as paid by the defaulting purchaser.

13. No bids will be accepted in the name of a firm or in any other name than that of a single living person, unless the names of all the persons making the offer are given without any specification of shares and to person making the bid is prepared to produce a Power-of-Attorney showing that he is authorised to bid on their behalf. No bid can be accepted in the name of more than seven persons; and if the bid is to be made in the name of an association, the bidder must be ready to produce the necessary documents to show that the association has been duly registered and that he has the authority to enter into an agreement on its behalf.

Memorandum of offer

Particulars of lots sold—

1. — son of —- caste —- of —— village ——

2. —- district hereby acknowledge that I have this day made an offer for the purchase of the property described in the within particulars subject to the within conditions at the price of —— rupees and have paid to the Collector of —— as auctioneer the sum of —— rupees by way of deposit in part payment and I hereby agree to complete the purchase in accordance with the within conditions if my offer is accepted by Government.

As witness my hand this —— day of —— (Signature of purchaser.)

Purchase money —— Rs.
Deposit paid —— Rs.
Balance due —— Rs.

(c) Agreement of sale.

As agent for the State I —— Collector of —— accept the offer of —— rupee made by —— son of —— caste —— village —— than —— district —— on the —— day of —— for the under-mentioned property. (Signature of Collector.)

Particulars of lots sold.

NOTE.—(To be served on the purchaser at the time of the communication of order of Government to him.)
(12) FORM OF NOTICE FOR THE SALE BY TENDER OF STATE LAND FOR NON-AGRICULTURAL PURPOSES.

NOTICE.

Whereas instructions have been received from Government for the sale of a site measuring

at a mandi in the

Colony, district and a station on the

railway line, notice is hereby given that tenders will be received for the purchase of the said land at the office of the undersigned on or before the 19, up to 4 p.m.

2. Tenders should quote the purchase price for the whole area. Each tender must be accompanied by a deposit of Rs. 500 which will be refunded without interest, if the tender is not accepted but will be forfeited to Government if the accepted tenderer fails to complete the sale of the land according to the conditions, a copy of which with any other particulars required may be obtained from the office of the undersigned on any working day between the hours of 10 a.m. and 4 p.m. A plan of the site will be supplied on payment of.

3. No person shall submit a tender on behalf of any other person unless it is accompanied by a duly executed, stamped and registered Power of Attorney specially authorizing him to submit such tender.

4. The successful tenderer shall within six weeks of the date of acceptance of his tender pay the total purchase price.

5. The sale deed which is open to inspection free of charge in the office of the undersigned will be executed, stamped and registered at the expense of the successful tenderer. Possession will not be given until registration has been effected.

6. Government is not bound to accept the highest or any tender.

Dated ————

Colonization Officer
Deputy Commissioner

(13) NOTICE FOR THE SALE OF SHOP SITES IN VILLAGES.

(Punjab Government Letter No. 835-C, dated 1st March, 1933.)

Whereas

son of

resident of Chak No., in tehsil

of district——— is occupying land within the village site of Chak No.———— is a tenant-at-will of the West Pakistan Government

ment, therefore notice is hereby given that with effect from January 1st, rent will be charged for the land in question at the rates shown below, and the land henceforth be deemed to have been allotted on the conditions set forth in Punjab Government Notification No. 835-C, dated the 1st March, 1963, under section 10 of the Colonization of Government Land (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. 835-C, dated the 1st March, 1933.

The right of purchase must be exercised before the end of failing that rent will be charged in advance for the ensuing twelve months from January to December. The rent will be recoverable with the Khasi 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 per marla per annum and Rs. 25 per marla for purchase outright for sites in central chauths excluding chauths in mawa' quarters and Rs. 1 per marla per annum and Rs. 15 per marla for purchase outright for sites elsewhere.

(14) FORM FOR THE GRANT OF SITES FOR SPECIAL PURPOSES IN URBAN AREAS.

A GRANT made by the Governor of West Pakistan (hereinafter called Government) of the one part to ———— in the district of ———— in West Pakistan (hereinafter called the grantee) of the other part.

In pursuance of the conditions contained in West Pakistan Government letter No. ———— dated

Whereas the land hereinafter mentioned vests in the State for the purposes of the Government of the West Pakistan, which is authorised to dispose of the said land by the provisions of Article ———— of the Constitution of the Islamic Republic of Pakistan.

And the grantee has paid a sum of ———— rupees to Government.
Grant.

1. Government as beneficial owner grants unto the grantee, All the plot of land containing——— acres, more or less, and more particularly described in the schedule hereto, and delineated in colour——— in the plan annexed, To hold the same in proprietary right subject to the exceptions and reservations and on the terms and conditions hereinafter appearing.

Purpose.

2. The grant is made only for the purpose of construction of a——— (hereinafter called the building) and thereafter keeping it in good order.

Exceptions and reservations on behalf of Government.

Mines and minerals.

3. Government does not grant but excepts and reserves to itself in full proprietary right all mines, minerals and quarries of whatsoever nature existing on or over or below the surface of the land with liberty to search for, work and remove the same, in as full and ample manner as if this grant had not been made.

Rivers, water-courses and roads. (See foot-note; at the end.)

Construction and alteration of water-courses. (See foot-note.)

4. Government does not grant but excepts and reserves to itself all rivers and streams, with their beds and banks, all watercourses and drainage channels and all public thoroughfares now existing on the land or shown as proposed for construction in the plan annexed.

5. Government reserves the right to construct new watercourses on or to alter the direction of any watercourse now existing on the land the Canal Officer in the interest of irrigation, without prejudice to any compensation except as provided hereunder.

Re-entry for the exercise and protection of rights reserved.

6. For the full discovery, enjoyment and use of the rights hereby reserved, or for the protection and maintenance of any property hereby excluded, it shall be lawful for Government through its authorized agents or any officer of the State to enter upon the land and make such use thereof without making any compensation to the grantee for such use and occupation except as may be provided hereunder.

Obligations of the grantee.

7. The grantee hereby covenants with Government as follows:

(a) Not to do or suffer to be done any act inconsistent with or injurious to any of the rights excepted and reserved to Government.

(b) To permit without let or hindrance all officers or servants of the State and all other persons duly authorised by Government in that behalf to enter the land at all times and to do all acts and things necessary for or incidental to—

(i) the purpose of enforcing compliance with any of the terms and conditions of this grant, or of ascertaining whether they have been duly performed or observed, or

(ii) any purpose connected with the full enjoyment, discovery and use of the rights hereby reserved to Government.

Provided that no residential building shall be so entered except at a reasonable time and after twenty-four hours’ notice.

(c) Not to interfere with the lawful use by the public of any thoroughfare on the land or with the exercise by any third person of any rights and easements now existing thereon or which the grantee is bound by the terms of this grant to create or allow.

(d) At his own cost, when so required by the Collector, to erect permanent marks on the land, demarcating correctly the boundaries and limits thereof and at all times to maintain the same in good repair in accordance with any directions from time to time issued by the Collector.

(e) Not to construct or alter any canal, watercourse or drainage channel upon the land without the permission of the Canal Officer.

(f) If the land is required under the terms of this grant to leave the land as the grant is terminated and surrender is payable to the Collector and if so required by the Collector, to pull down and remove any structures existing thereon, and deliver up the land in a level state as in its former condition.

(g) If the land or any portion thereof is required for any public purpose to surrender the whole or so much of the land as may be required on demand by the Collector, without claiming compensation except as provided hereunder.

(h) To pay such amount towards the cost of the following works as the Collector or the Canal Officer, acting under the general or special orders of Government, may determine whether the cost has already been incurred at the time of the grant or may be incurred thereafter:

(i) the survey and demarcation of the land;

(ii) the construction of any watercourse in the estate in which the land is situated, and from which a supply of water is available for the land;

(iii) the construction of any roads, paths, culverts or bridges necessary for the general convenience of the estate in which the land is situated; and

(iv) the maintenance and repair of any such roads, paths, culverts or bridges

Cost of survey etc. The width should be at least six feet.
Resumption.

9. If the grantee fails to perform or commits any breach of any of the terms or conditions of this grant, or suffer or permits such a breach or non-performance, the Collector may at any time thereafter determine the grant and resume possession of the land, and may pull down any structures existing thereon, and may sell the materials thereof and retain the proceeds of the sale, whether these rights may have been waived in respect of any earlier default or not, and without prejudice to the powers conferred upon him by the Act or to any other right or claim.

Compensation.

(See foot-note.)

10. (a) Except as provided in section 25 of the Act, no compensation shall be payable by Government in respect of the exercise of any rights reserved or conferred by the terms of this grant, except as provided hereunder:—

(i) for actual damage or occupation arising out of the exercise of rights (other than those relating to the construction of watercourses), such compensation as may be determined by the Collector;

(ii) for damage caused to standing crops in exercise of the rights relating to watercourses, such compensation as may be determined by the Collector;

(iii) on resumption of the whole or any portion of the land otherwise than for breach of or non-fulfilment of the terms or conditions of this grant, a proportionate refund of the purchase price, if any paid and such additional sum, if any, as may be determined by the Collector in accordance with the general principles applicable to the acquisition of land for public purposes.

(b) When any claim for compensation arises, the officer assessing the amount of the compensation shall give the grantee an opportunity of being heard.

(c) When any sum becomes due to the grantee by way of compensation, any moneys due to Government shall be deducted therefrom; and if Government has any unsettled claim against the grantee, the sum due may be withheld until the claim is settled.

11. (a) If any question, difference or objection whatsoever shall at any time hereafter arise between Government and the grantee in any way touching or concerning this grant, or the construction meaning operation or effect thereof or of any clause herein contained or as to the rights, duties or liabilities of either party under or by virtue of this grant or touching the subject matter of this grant, or arising out of or in relation thereto, then, save in so far as the decision of any such matter has been hereinbefore provided for and has been so decided, the matter in difference shall be referred to the arbitration of the Commissioner, who shall have power to decide any matter so referred, including the following questions:—

(i) whether any other proviso has been made in these presents for the decision of any matter and if such provision has been made, whether it has been finally decided accordingly, and

(ii) whether the grant should be terminated or has been rightly terminated, and what are or will be the rights and obligations of the parties as the result of such termination.
(b) The decision of the arbitrator shall be final and binding; and where any matter so referred to arbitration involves a claim for the award increase or reduction of a sum of money by way of compensation or any other payment or recovery of money, only the amount decided by the arbitrator shall be recoverable in respect of the dispute so referred.

12. The grantee shall purchase stamp and within four months from the date of execution, shall present this instrument for registration at his own cost failing which, without prejudice to Government's rights otherwise such failure shall be regarded as a breach of the conditions hereof.

INTERPRETATION

13. In these conditions, unless there is anything repugnant in the context—

(a) "the Act" means the Colonization of Government Lands (Punjab) Act, 1912, as in force for the time being;

(b) the "Canal Officer" means the appropriate officer of the Irrigation Branch of the Public Works Department;

(c) "the Collector" and "the Commissioner" mean the Collector and the Commissioner for the time being of the district or division in which the land is situated and include any other person duly authorized by general or special order to exercise the powers of a Collector or Commissioner in respect of conditions governing this grant;

(d) "the Government" and "the grantee" include their successors-in-title respectively; all rights hereby conferred and obligations hereby imposed shall be available for and bind their successors-in-title as the case may require; and where the term "the grantee includes co-sharers, any liability or obligations imposed by this grant shall be the joint and several liability of each co-sharer;

(e) "the land" means the land which is the subject of this grant, and includes all rights, easements and appurtenances thereto belonging or pertaining; and

(f) "minerals" include all substances of a mineral nature which can be won from the earth, such as coal, earth-oil, gold washing, stones and forms of soil which can be used for a profitable purpose on removal.

IN WITNESS whereinof the parties have hereunto set their hands on the dates hereinafter in each case specified.

THE SCHEDULE ABOVE MENTIONED:

Description and boundaries of the land.

An area of ——- guntas ——- marlas.

Situated in ——- or town of ——-

Signed for and on behalf of the Governor of West Pakistan by ———— acting under Officer, the orders of the Governor of West Pakistan, in the presence of ———— (address) Witness.

Signed by ———— Grantee.

Signed in the presence of ———— (address) Witness.

Foot-Note: Clauses 4, 6, 7(a), 7(b) and 7(c) and 10 (a) (i) (ii) and (iii) should only be inserted when agricultural land is sold along with a building site.
FORM FOR THE GRANT OF SITES FOR COTTON GINNING
FACTORIES IN URBAN AREAS

Preliminary

A grant made by the Governor of West Pakistan (hereinafter called
Government) of the one part to
son of— , resident of village— ,
teal— in the District
of West Pakistan (hereinafter called the grantee) of the other part:

In pursuance of the conditions contained in West Pakistan Government
resolution— , dated—

WHEREAS the land hereinafter mentioned vests in the State for the
purposes of the Government of West Pakistan, which is authorised to dispose of
the said land by the provisions of Article— of the Constitution of the
Islamic Republic of Pakistan.

And the grantee has paid a sum of— rupees to
Government.

Now this grant witnesseth as follows:

Grant

1. Government as beneficial owner grants unto the grantee, all that plot
of land, containing— acres, more or less, and more
particularly described in the schedule hereto, and delineated in colour—
in the plan annexed, to hold the same in proprietary right subject to the
exceptions and reservations and on the terms and conditions hereinafter
appearing.

Purpose

2. The grant is made only for the purpose of constructing a cotton
ginning (or ginning and pressing) factory containing— single
roller gins or an equivalent number of double roller or raw gins and a press
(hereinafter called the building) and thereafter keeping it in good order.

Exceptions and reservations on behalf of Government

Mines and
minerals.

3. Government does not grant but excepts and reserves to itself in full
proprietary right all mines, minerals and quarries of whatsoever nature
existing on, over or below the surface of the land with liberty to search for, work
and remove the same, in so far and ample manner as if this grant had not been
made.

Rivers, water-
courses and roads.

4. Government does not grant but excepts and reserves to itself all rivers,
courses and streams, with their beds and banks, all watercourses and drainage
channels and all public thoroughfares now existing on the land or shown as
proposed for construction in the plan annexed.

5. For the full discovery, enjoyment and use of the rights here by reserved
for the protection and maintenance of any property hereby excluded, it shall
be lawful for Government through its authorised agents or for any officer
of the State to enter upon the land and make such use thereof, as may be
necessary for these purposes without making any compensation to the
grantee for such use and occupation except as may be provided hereunder.

OBLIGATIONS OF THE GRANTEE

6. The grantee hereby covenants with Government as follows:

(a) Not to do or suffer to be done any act inconsistent with or injurious
to any of the rights excepted and reserved to Government.

(b) To permit without let or hindrance all officers or servants of the
State and all other persons duly authorised by Government in
that behalf to enter the land at all times and to do all acts and things
necessary for or incidental to—

(i) the purpose of enforcing compliance with any of the terms
and conditions of this grant, or of ascertaining whether they
have been duly performed or observed; or

(ii) any purpose connected with the full enjoyment discovery and
use of the rights hereby reserved to Government.

Provided that no residential building shall be so entered except at a
reasonable time.

(c) To pay to Government every six months such sum as may be
assessed from time to time in the manner provided for the assessment
of land revenue. Such sum to be at the rate of Rs— per marla per annum until the next assessment.

(d) not to interfere with the lawful use by the public of any thoroughfare
on the land or with the exercise by any third person of any rights
and easements now existing thereon or which the grantee is bound by
the terms of this grant to create or allow.

(e) At his own cost, when so required by the Collector, to erect perma-
nent marks on the land demarcating correctly the boundaries
and limits thereof, and at all times to maintain the same in good
repair in accordance with any directions from time to time issued
by the Collector.

(f) If the land is resumed under the terms of this grant to leave the land
as soon as the grant is terminated and surrender it peaceably to
the Collector, and, if so required by the Collector, to pull down
and remove any structures existing thereon, and deliver up the
land in a good state as in its former condition.

(g) If the land or any portion thereof is required for any public purpose,
to surrender the whole or so much of the land as may be required
on demand by the Collector, without claiming compensation
except as provided hereunder.

Resumption

Surrender for
public purposes.
(d) To remain at all times of loyal behaviour, and not to obstruct or join in preventing the effective discharge and the carrying into effect of all Statutes, Rules and Government's instructions thereunder, and at any time of trouble to render active support to the State and its officers, and to accept the decision of Government as to whether this covenant has been fulfilled or not.

(i) To pay such amount towards the cost of the following works as the Collector or the Canal Officer, acting under the general or special orders of Government, may determine, whether the cost has already been incurred at the time of the grant or may be incurred thereafter:

(i) the survey and demarcation of the land;
(ii) the construction of any watercourse in the estate in which the land is situated, and from which a supply of water is available for the land;
(iii) the construction of any roads, paths, culverts or bridges necessary for the general convenience of the estate in which the land is situated; and
(iv) the maintenance and repair of any such roads, paths, culverts or bridges.

Building conditions.

(j) Within six months from the date on which this grant is executed, to commence the construction of a cotton ginning factory containing—

(a) single roller gin or an equivalent number of double roller gins or saw gins and a press on the land in accordance with plans which provide the details set forth in schedule D attached hereunto and which shall be previously approved in writing by the Chairman of the Provincial Cotton Committee.

(k) To complete the building to the satisfaction of the Collector and Director of Agriculture, of the region within—months of the date of the grant.

(l) To maintain the building and its environments thereafter in a proper state of repair, cleanliness and sanitation in accordance with such instructions as may from time to time be issued by the Collector or the Director of Agriculture, and to their satisfaction at all times, and to maintain its gins in proper working order, and to keep the knives properly set and the roller so adjusted as not to permit out or crushed seed to pass into the gin.

(m) To use the land and the building thereon consistently for the purpose for which it is intended in the terms of the grant or is usually subservient thereto, and not to use any of them for any other purpose whatsoever and not to permit or suffer any usage or the sub-division of the land for the purpose of constructing more than one building of the kind referred to in clause 2 above.

(n) Not to make any excavation on the land, or to permit or suffer any excavation to be made or construct or permit any projection over or any other infringement whatsoever of Government's rights in or on in connexion with adjacent land or property.

(e) To observe instructions as may from time to time be issued by the Chairman of the Provincial Cotton Committee, with regard to—

(i) measures necessary to obviate injury to cotton,
(ii) mixing of long and short staples, and
(iii) the use of saw gins instead of roller gins.

(f) To keep a double set of gins to accommodate either country or American cotton.

(g) At all times to give full attention and consideration to the instructions of the Director of Agriculture, in all matters relating to the working of the factory, and in particular with regard to the special and speedy ginning of kapas in order to secure a supply of seed for distribution.

(h) Not to join any "pooling" arrangement formed by the owners of cotton ginning andpressing factories.

Explanation—The word "pooling" shall be deemed to include later all such practices as follows:

(i) The owners of factories pool for a daily rate the output of raw cotton below its full market value and anyone paying a higher rate is penalized.

(ii) In a factory or in mills all factories are run by the owner of one of them and the owners of the other factories receive an agreed share of profit.

(iii) The owners of the factories agree on a rate of rent to be taken on each half and each owner makes a similar proportion of the total profit the excess of any being paid to the other owners.

Proviso

7. (a) This grant is subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, so far as they are applicable thereunder.

(b) The grantee shall be deemed to be a tenant of such land unless and until he has fulfilled the terms and conditions of this grant.

Application of the Colony Act.

8. If the grantee fails to perform or commits any breach of any of the terms or conditions of this grant, or suffers or permits such a breach or non-performance, the Collector may at any time, thereupon determine the grant and resume possession of the land, and may pull down any structure existing thereon and may sell the materials thereof and retain the proceeds of the sale whether these rights may have been waived in respect of any earlier default or not without prejudice to the powers conferred by the Act or to any other right or claim.

Compensation.

9. (f) Except as provided in section 25 of the Act, no compensation shall be payable by Government in respect of the exercise of any rights reserved or conferred by the terms of this grant, except as provided hereunder:

(a) for actual damage or occupation arising out of the exercise of rights other than those relating to the construction of watercourses, such compensation as may be determined by the Collector,
(d) "the collector" and "the Commissioner" mean the Collector and the Commissioner for the time being of the district or division in which the land is situated, and includes any other person duly authorised by general or special order to exercise the powers of a Collector or Commissioner in respect of that area or the grant.

(e) "the Director of Agriculture" shall mean the Director of Agriculture of the Region or such officer as may be appointed to discharge his duties.

(f) "the Government" and "the grantee" include their successors in title respectively; all rights hereby conferred and obligations hereunder imposed shall be available for and bind their successors in title as the case may require; and when the term "the grantee" includes co-sharers, any liability or obligation imposed by this grant shall be the joint and several liability of each co-sharer.

(g) "the land" means the land which is the subject of this grant, and includes all rights, easements and appurtenances thereto belonging or pertaining; and

(h) "minerals" include all substances of a mineral nature which can be won from the earth, such as coal, earth-ore, gold-washings, stones and forms of soil which can be used for profitable purpose on removal.

In witness whereof the parties have set their hands on the dates hereinafter in each case specified.

THE SCHEDULE ABOVE MENTIONED

Description and boundaries of the land

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<tr>
<th>An area of:</th>
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<th>Situated in Mauza:</th>
<th>the town of:</th>
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<tr>
<th>Shown in the</th>
<th>Revenue Records</th>
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<td>as</td>
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<table>
<thead>
<tr>
<th>No.</th>
<th>Records of the local authority</th>
<th></th>
</tr>
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</table>

And bounded as follows:

On the north by:
On the east by:
On the south by:
On the west by:

Interpretation.

12. In these conditions, unless there is anything repugnant in the context—

(a) "the Act" means the Colonization of Government Lands (Punjab) Act 1912, as in force for the time being;
(b) "the Canal Officer" means the appropriate officer of the Irrigation Branch of the Public Works Department, West Pakistan;
(c) "the Chairman" of the Provincial Cotton Committee, shall mean the Director of Agriculture, for the time being.
(4) There shall be an iron sheet shield not less than 1 foot high, fixed on knife rail in front of a gin to prevent kapas and cotton seeds from passing over the knife rail of the gin and getting mixed with the cotton (ruil). This shield shall be made in order to compensate for the wear and tear of the ginning roller.

(5) The bolting on centre of cotton platform shall be covered entirely to a height of 18 inches above ground to prevent cotton getting mixed with oil.

(6) There shall be a movable frame 2 feet 4 inches x 2 feet 4 inches x 2 inches to receive cotton (ruil) coming through gins and keep it off floor. The frame shall be removable at will.

(7) The space for drying platform shall be at the rate of 1,000 square feet per 10 single roller gins or their equivalent. There shall be minimum of 2 platforms in each factory and these shall be separated by a pathway at least 15 feet wide.

(8) There shall be easy means of ingress to and egress from factory compound, in order to prevent congestion of traffic.

(9) The area for a cotton ginning factory containing 32 single roller gins or their equivalent shall be a minimum of 4 acres and for a factory with larger number of such gins the area shall be increased at the rate of one acre for every 10 single roller gins or their equivalent to a maximum of 8 acres except in special cases.

(10) Sufficient godowns for storing cotton and kapas shall be provided and different varieties of cotton shall be kept in separate godowns.

(11) Adequate ventilation will be provided in the ginning room.
(16) FORM FOR THE GRANT OF SITES FOR BUNGALOWS IN URBAN AREAS

Parties.

A GRANT made by the Governor of West Pakistan (hereinafter called Government) of the one part to ____________, son of ____________, resident of Village ____________, in the District of West Pakistan (hereinafter called the grantee) of the other part

In pursuance of the conditions contained in the notification dated ____________, the land hereinbefore mentioned vests in the State for the purposes of the Government of West Pakistan, which is authorised to dispose of the said land by the provisions of Article ____________ of the Constitution of Islamic Republic of Pakistan:

And the grantee has paid a sum of ____________ rupees to Government.

NOW THIS GRANT WITNESSETH AS FOLLOWS:

1. Government as beneficial owner grants unto the grantee all that plot of land, containing ____________ acres more or less, and more particularly described in the schedule hereto, and delineated in colour ____________ in the plan annexed, to hold the same in proprietary right subject to the exceptions and reservations and on the terms and conditions hereinafter appearing.

2. The grant is made only for the purpose of constructing a residential bungalow after the European style together with such necessary appurtenances and subsidiary buildings as the Collector may determine (hereinafter called the building) and thereafter keeping it in good order.

Exceptions and reservations on behalf of government

1. Mines and minerals.

2. Rivers, water-courses and roads.

Construction and location of water-courses.

5. Government reserves the right to construct new watercourses on the land, or to alter the direction of any watercourse now existing on the land or to reduce the stream in future, whenever this may be considered necessary by the Canal Officer, in the interest of irrigation, without any liability to pay compensation except as provided hereunder.

6. For the full discovery, enjoyment and use of the rights hereby reserved, or for the protection and maintenance of any property hereby excluded, it shall be lawful for Government through its authorised agents or for any officer of the State to enter upon the land and make such use thereof as may be necessary for these purposes without making any compensation to the grantee for such use and occupation except as may be provided hereunder.

Obligations of the grantee.

7. The grantee hereby covenants with Government as follows:

(a) Not to do or suffer to be done any act inconsistent with or injurious to any of the rights excepted and reserved to Government,

(b) To permit without let or hindrance all officers or servants of the State and all other persons duly authorised by Government in that behalf to enter the land at all times and to do all acts and things necessary for or incidental to—

(i) the purpose of enforcing compliance with any of the terms and conditions of this grant, or of ascertaining whether they have been duly performed or observed, or

(ii) any purpose connected with the full enjoyment, discovery and use of the rights hereby reserved to Government;

Provided that no residential building shall be so entered except at a reasonable time and after twenty-four hours' notice.

(c) To pay to Government every six months such sum as may be assessed from time to time in the manner provided for the assessment of land revenue. Such sum to be at the rate of ____________ per marks per annum until the next assessment.

(d) Not to interfere with the lawful use by the public of any thoroughfare on the land or with the exercise by any third person of any right and easement now existing thereon or which the grantee is bound by the terms of the grant to create or allow.

(e) At his own cost, when so required by the Collector, to erect permanent marks on the land demarcating correctly the boundaries and limits thereof, and at all times to maintain the same in good repair in accordance with any directions from time to time issued by the Collector.

(f) Not to construct or alter any canal watercourse or drainage channel upon the land without the permission of the Canal Officer.

(g) If the land is resumed under the terms of this grant, to leave the land as soon as the grant is terminated and surrender it peaceably to Re-entry for the exercise of rights reserved.

Against injury.

Entry.

Payment of land revenue.

Public rights and easements.

Boundary marks.

Construction of water-courses.

(Unless canal irrigation is not provided).

Resumption.
Collector and, if so required by the Collector, to pull down and remove any structures existing thereon, and deliver up the land in a level state as in its former condition.

(b) If the land or any portion thereof is required for any public purpose to surrender the whole or so much of the land as may be required on demand by the Collector, without claiming compensation except as provided hereunder.

Loyalty.

To remain at all times of loyal behaviour, and not to obstruct or join in preventing the effective discharge and the carrying into effect of all Statutes, Rules and Government instructions hereunder, and at any time of trouble to render active support to the State and its officers and to accept the decision of Government as to whether this covenant has been fulfilled or not.

(f) To pay such amount towards the cost of the following works as the Collector or the Canal Officer, acting under the general or special orders of Government, may determine, whether the cost has already been incurred at the time of the grant or may be incurred thereafter:

(i) the survey and demarcation of the land;

(ii) the construction of any watercourse in the estate in which the land is situated, and from which a supply of water is available for the land;

(iii) the construction of any roads, paths, general culverts or bridges necessary for the general convenience of the estate in which the land is situated; and

(iv) the maintenance and repair of any such roads, paths, culverts or bridges.

Building conditions.

(k) To commence the construction of the building within six months from the date of the grant in accordance with plans which shall have been previously approved by the Collector.

(l) To complete the building to the satisfaction of the Collector within eighteen months of the date of the grant.

(m) To maintain the building and its environment thereat in a proper state of repair, cleanliness and sanitation in accordance with any directions from time to time issued by the Collector and to his satisfaction at all times.

(o) To use the land and the building therein consistently for the purpose which is indicated in the terms of the grant or is usually subsistent thereto and not to use any or any of them for any other purpose whatsoever and not to permit or suffer any usage or the subdivision of the land for the purpose of constructing more than one building of the kind referred to in clause 2 above.

(o) Not to make any excavation on the land, or to permit or suffer any excavation to be made or construct or permit any projection over or any other infringement whatsoever of Government’s rights in, on or in connection with adjacent land or property.

(g) Not to sow on the land any crops which are prohibited by the Collector or permit or suffer any such crops to be sown.

(g) Not to erect or suffer to be erected more than one bungalow on the land or to allow the bungalow to be converted into two or more separate buildings.

(i) Not to build upon more than three-eighths of the land hereby granted.

(k) Not to construct any building within thirty feet of any street.

Provided that, when more than one street adjoins the site it is condition shall be relaxed on such side or sides as the Collector may determine.

(f) To construct the plinth of each building at least two feet above the surface level of the highest adjoining road, for which purpose the bench marks constructed by the Municipal Committee, if any at the corner of each block shall be regarded as indicating the surface level.

(u) Not to allow the land to be partitioned.

Proviso.

8. (a) This grant is subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, as far as they are applicable thereto.

(b) The grantee shall be deemed to be a tenant of such land unless and until he has fulfilled the terms and conditions of this grant.

Resumption.

9. If the grantee fails to perform or commits any breach of any of the terms or conditions of this grant, or suffers or permits such a breach or non-performance, the Collector may at any time thereafter determine the grant and resume possession of the land, and may pull down any structure existing thereon and sell the materials thereof and retain the proceeds of the same, whether these rights may have been waived in respect of any earlier default or not without prejudice to the powers conferred by the Act or to any other right or claim.

Compensation.

10. (i) Except as provided in section 25 of the Act, no compensation shall be payable by Government in respect of the exercise of any rights reserved or conferred by the terms of this grant, except as provided hereunder:

(a) for actual damage or occupation arising out of the exercise of rights other than those relating to the construction of watercourses, such compensation as may be determined by the Collector;

(b) for damage caused to standing crops in exercise of the rights relating to watercourse, such compensation as may be determined by the Canal Officer;
(c) on resumption of the whole or any portion of the land otherwise than for breach of conditions or of the creation of public right of way or for construction of a watercourse a proportionate refund of the purchase price if any, paid and such additional sum, if any as may be determined by the Collector in accordance with the general principles applicable to the acquisition of land for public purposes.

(ii) When any claim for compensation arises, the officer assessing the amount of the compensation shall give the grantee an opportunity of being heard.

(iii) When any sum becomes due to the grantee by way of compensation, any moneys due to Government shall be deducted therefrom; and if Government has any unsettled claim against the grantee, the sum due may be withheld until the claim is settled.

11. (i) If any question or difference whatsoever shall at any time hereafter arise between Government and the grantee in any way touching or concerning this grant, or the construction, meaning operation or effect thereof of any clause herein contained or as to the rights, duties or liabilities of either party under or by virtue of this grant, or touching the subject matter of this grant, or arising out of or in relation thereto, then save in so far as the decision of any such matter as has hitherto been provided for and has been so decided, the matter in difference shall be referred to the arbitration of the Commissioner, who shall have power to decide any matter so referred, including the following questions:—

(a) whether any other provision has been made in these presents for the decision of any matter and if such provision has been made, whether it has been finally determined accordingly;

(b) whether the grant shall be terminated or has been rightly terminated, and what are or will be the rights and obligations of the parties as a result of such termination.

(ii) The decision of the arbitrator shall be final and binding; and when any matter so referred to arbitration involves a claim for the award of increase or reduction of a sum of money by way of compensation or any other payment or recovery of money, only the amount decided by the arbitrator shall be recoverable in respect of the dispute so referred.

12. The grantee shall purchase the stamp and within four months from the date of execution shall present this instrument for registration at his own cost failing which without prejudice to Government's rights otherwise, such failure shall be regarded as a breach of the conditions hereof.

INTERPRETATIONS

13. In these conditions, unless there is anything repugnant in the context—

(a) "the Act" means the Colonization of Government Lands (Punjab) Act, 1912, as in force for the time being;

(b) "the Canal Officer" means the appropriate officer of the Irrigation branch of the Public Works Department.

"the Collector" and "the Commissioner" mean the Collector and the Commissioner for the time being of the district or division in which the land is situated and include any other persons duly authorised by general or special order to exercise the powers of a Collector or Commissioner in respect of conditions governing this grant;

"the Government" and "the grantee" include their successors in title respectively, all rights hereby conferred and obligations hereby imposed shall be available for and sued their successors in title as the case may require, and when the term "the grantee" includes co-sharers, any liability or obligation imposed by this grant shall be the joint and several liability of each co-sharer;

"the Land" means the land which is the subject of this grant, and includes all rights, easements and appurtenances thereto belonging or pertaining; and

"minerals" include all substances of a mineral nature which can be won from the earth, such as coal, earth-oil, gold-washings, stones and form of soil which can be used for a profitable purpose on removal.

IN WITNESS whereof the parties have hereeto set their hands on the dates hereinafter in each case specified.

THE SCHEDULE ABOVE MENTIONED.

Description and boundaries of the land:

An area of —— ghumaos.

Kanals ——— marlas.

Situated in the town of ——— tehsil.

Shown in the revenue record as

records of the local authority.

And bounded as follows:—

On the north by: On the east by:

On the south by: On the west by:

THE PLAN.

Signed for on behalf of the Governor of West Pakistan.

Signature of executor.
2. The grant is made only for the purpose of construction of a residence (hereinafter called the building) and thereafter keeping it in good order.

EXCEPTIONS AND RESERVATIONS ON BEHALF OF GOVERNMENT.

3. Government does not grant but excepts and reserves to itself in full proprietary rights all mines, minerals, and quarries of whatsoever nature existing on, over or below the surface of the land with liberty to search for, work and remove the same, in as full and ample manner as if this grant had not been made.

4. Government does not grant but excepts and reserves to itself all rivers and streams, with their beds and banks, all watercourses and drainage channels and all public thoroughfares now existing on the land or shown as proposed for construction in the plan annexed.

5. Government reserves the right to construct new watercourses on the land, or to alter the direction of any watercourse now existing on the land or to be constructed hereafter, whenever this may be considered necessary by the Canal Officer in the interest of irrigation, without any liability to pay compensation except as provided hereunder.

6. For the full discovery, enjoyment and use of the rights hereby reserved, for the protection and maintenance of any property hereby excluded, it shall be lawful for Government through its authorised agents or for any officer of the State to enter upon the land and make such use thereof as may be necessary for these purposes without making any compensation to the grantee.

7. The grantee hereby covenants with Government as follows:

(a) Not to do or suffer to be done any act inconsistent with or injurious to any of the rights excepted and reserved to Government.

(b) To permit without let or hindrance all officers or servants of the State and all other persons duly authorised by Government in that behalf to enter the land at all times and to do all acts and things necessary for or incidental to—

(i) the purpose of enforcing compliance with any of the terms and conditions of this grant, or of ascertaining whether they have been
conditions of this grant, or of ascertaining whether they have been duly performed or observed; or

(ii) any purpose connected with the full enjoyment, discovery and use of the rights hereby reserved to Government.

Provided that no residential building shall be so entered except at a reasonable time and after twenty-four hours’ notice:

(e) To pay to Government every six months such sum as may be assessed from time to time in the manner provided for the assessment of land revenue. Such sum to be at the rate of Rs.——— per mahr per annum until the next assessment.

Resumption.

(d) If the land is resumed under the terms of this grant to leave the land as soon as the grant is terminated and surrender it peaceably to the Collector, and if so required by the Collector, to pull down and remove any structures existing thereon, and deliver up the land in a level state as in its former condition.

Loyalty.

(e) To remain at all times of loyal behaviour, and not to obstruct or join in preventing the effective discharge and the carrying into effect of all Statutes, Rules and Government’s instructions thereunder, and at any time of trouble to render active support to the State and its officers; and to accept the decision of Government as to whether this covenant has been fulfilled or not.

(f) To maintain the building and its environments thereafter in a proper state of repair, cleanliness and sanitation in accordance with any directions given by time to time issued by the Collector and to his satisfaction at all times.

(g) To use the land and the building thereon honestly for the purpose which is indicated in the terms of the grant or is otherwise subventive thereto and not to use any of them for any purpose whatsoever and not to permit or suffer any usage or the sub-division of the land for the purpose of constructing more than one building of the kind referred to in clause 2 above.

(h) Not to make any excavation on the land, or to permit or suffer any excavation to be made or construct or permit any projection over or any other infringement whatsoever of Government’s rights in, or in connection with adjacent land or property.

Provisions

Application of the Colony Act. (To be omitted in grants for religious purposes).

8. (i) This grant is subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, so far as they are applicable thereto;

(ii) The grantee shall be deemed to be a tenant of the land unless and until he has fulfilled the terms and conditions of this grant.

9. If the grantee fails to perform or commits any breach of any of the terms or conditions of this grant, or suffers or permits such a breach or non-per-

formance, the Collector may at any time thereafter determine the grant and assume possession of the land, and may pull down any structure existing thereon and may sell the materials thereof and retain the proceeds of the sale, whether these rights may have been waived in respect of any earlier default or not and without prejudice to the powers conferred upon him by the Act or to any other right or claim.

10. (i) Except as provided in section 25 of the Act, no compensation shall be payable by Government in respect of the exercise of any rights reserved or conferred by the terms of this grant, except as provided hereunder:

(e) for actual damage or occupation arising out of the exercise of rights herein reserved, such compensation as may be determined by the Collector;

(b) on resumption of the whole or any portion of the land otherwise than for breach of or non-fulfilment of the terms or conditions of this grant or for the creation of a public right of way or for construction of a workhouse, a proportionate refund of the purchase price, if any paid and such additional sum, if any, as may be determined by the Collector in accordance with the general principles applicable to the acquisition of land for public purposes;

(iii) When any claim for compensation arises, the Collector shall give the person claiming the opportunity of being heard.

(III) When any sum becomes due to the grantee by way of compensation out of money due to Government shall be deducted herefrom, and if Government has any unsecured claim against the grantee, the sum due may be withheld until the claim is satisfied.

11. The grantee shall purchase the stamp and within four months from the date of execution of this grant an instrument for registration at his own cost involving which, without prejudice to Government’s rights otherwise, such failure shall be regarded as a breach of this covenant hereof.

12. (i) If any question or difference whatsoever shall arise between Government and the grantee in any way touching or concerning this grant, or the construction meaning operation or effect thereof or of a cause herein contained, or as to the rights, duties or liabilities of either party under or by virtue of this grant, or touching the subject matter of this grant, arising out of or in relation thereto, then, save in so far as the decision of a matter or decision of such matter or decision of any matter and if such provision has been made, whether it has been finally decided accordingly; and

(c) whether any other provision has been made in these presents for decision of any matter and if such provision has been made, whether it has been finally decided accordingly; and

(b) whether the grant shall be terminated or has been rightly terminated and what if any adjustments shall be the rights and obligations of the parties as the result of such termination.

Arbitration.
(ii) The decision of the arbitrator shall be final and binding, and when any matter so referred to arbitration involves a claim for the award increase of reduction of a sum of money by way of compensation or any other payment or recovery of money, only the amount decided by the arbitrator shall be recoverable in respect of the dispute so referred.

INTERPRETATION.

13. In these conditions, unless there is anything repugnant in the context—

(a) "the Act" means the Colonisation of Government Lands (Punjab) Act, 1912, as in force for the time being;

(b) "the Collector" and "the Commissioner" mean the Collector and the Commissioner for the time being of the district or division in which the land is situated and include any other person duly authorised by general or special order to exercise the powers of a Collector or Commissioner in respect of conditions governing this grant;

(c) "the Government" and "the grantee" include their successors-in-title respectively, all rights hereby conferred and obligations hereby imposed shall be available for and bind their successors-in-title as the case may require, and when the term "the grantee" includes co-sharers any liability or obligation imposed by this grant shall be the joint and several liability of each co-sharer;

(d) "the land" means the land which is the subject of this grant, and includes all rights easements and appurtenances thereto belonging or pertaining; and

(e) "minerals" include all substances of a mineral nature which can be won from the earth such as coal, earth-cill, gold-washings, stones and forms of soil which can be used for a profitable purpose on removal.

In witness whereof the parties have hereunto set their hands on the dates hereinafter in each case specified.

THE SCHEDULE ABOVE MENTIONED.

Description and boundaries of the land.

An area of ——- (acres) ——- (ghumroos)

kanaals ——- marlas.

Situated in Mauza ——- Tehsil, ——- district

Shown in the revenue records as No. ——-

And bounded as follows:

On the north by:
On the east by:
On the south by:
On the west by:

THE PLAN

Signed for and on behalf of the Governor of West Pakistan by ——-

officer of ——- acting under Officer

the orders of the Governor of West Pakistan in the presence of ——-

(address) ——- (description) Witness.

on the ——- day of ——-
in the year one thousand nine hundred and ——-

Signed by the said ——- in the presence of ——- (address) ——- (description) of the ——- day of ——- in the year one thousand nine hundred and ——-

Witness

[Signature]
STATEMENT OF CONDITIONS ON WHICH THE WEST PAKISTAN GOVERNMENT IS PREPARED TO GRANT STATE LAND IN THE CANAL COLONIES IN THE FORMER PUNJAB PROVINCE FOR INDUSTRIAL PURPOSES.

(West Pakistan Government, Revenue Department, Notification No. Col. 15/65-67, Dated 8th November, 1958.)

In pursuance of the provisions of subsection (2) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor of the West Pakistan is pleased to issue the following statement of conditions applicable to the grant of State land for industrial purposes in the canal colonies in the former Punjab Province.

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" and any tenancy granted on these conditions shall be a scheduled tenancy under section 4 of the said Act.

2. The West Pakistan Government is prepared to grant tenancies of State land for industrial purposes in the Canal Colonies in former Punjab Province on the condition that the grantee executes an agreement in the form attached and shall be bound by all the terms and conditions therein contained.

AGREEMENT

This deed of grant made by Government of West Pakistan (hereinafter called the Grantor) of the one part, to the person nominated by the Grantor resident of the district of West Pakistan (hereinafter called the Grantee) of the other part:

Whereas the Grantee has offered to purchase the State land vested in the Grantor and his offer has been accepted by the Grantor.

And whereas the Grantee has paid to the Government at the time of the execution of this agreement the sum of Rs.——— as first instalment of the price of the land.

New this grant witnessed as follows:

1. (a) The Government hereby grant to the Grantee all that plot of land containing ———— acres more or less and more particularly described in the schedule hereto, and delineated in the plan and coloured with ———— colour therein, attached hereto, subject to the exceptions and reservations and on the terms and conditions hereinafter appearing.

(b) (i) The land is granted solely for purposes viz. ————

(ii) The grantee may take to himself all natural products growing on the surface of the land, including trees and brushwood subject to the payments and conditions hereinafter mentioned.

(iii) The grantee shall pay to the Government within six months from the date of commencement of the grant, the value of the trees and brushwood standing on the land at the commencement of the grant. The value shall be determined by the Government. The grantee may cut and remove the trees and brushwood.

Provided that (i) if this grant is determined, any tree or brushwood not cut before the determination of the grant and any tree or brushwood cut but still lying on the land when the grant is determined, shall be the property of the Government; and (ii) at least one tree shall be left standing in each acre of the land.

(c) The grant shall be deemed to have commenced on ———— and shall continue up to the date on which the deed of conveyance referred to in sub-clause (e) of clause 4 is registered, unless the grant is sooner determined in accordance with the provisions hereinafter appearing.

(d) The price of the land shall be ———— rupees. It shall be recovered in instalments viz., 25 percent in advance and the balance in 20 equal half-yearly instalments with interest at 4 percent per annum on unpaid balance and at 9 percent per annum on overdue instalments.

(e) The grantee shall pay land revenue demand, or rent for the time being assessed on the land and all general taxes, local taxes and cesses to which revenue paying lands are liable.

2. (a) The Government does not grant but excepts and reserves to itself all proprietary rights in mines, minerals, and quarries of whatsoever nature existing on, over or under the surface of the land with liberty to search for, work and remove the same, in as full and ample manner as if this grant had not been made.

(b) The Government does not grant but excepts and reserves to itself all rivers and streams with their beds and banks, all water-courses and drainage channels and all public thoroughfares now existing on the land or shown as proposed for construction in the plan annexed.

(c) The Government reserves the right:

(i) to create a public right of way not exceeding three karams in width across the land whenever this may be considered desirable in the public interest by the Collector, and

(ii) to construct new water-courses on the land or to alter the direction of
any water course existing on the land or to be constructed in future, whenever this may be considered necessary by the Canal Officer in the interest of irrigation.

Re-entry for the exercise and protection of rights reserved.

(d) For the full discovery, enjoyment and use of the rights hereby reserved or for the protection & maintenance of any property hereby excluded, it shall be lawful for the Government through its authorised agents or for any officer of the State to enter upon the land, make such use thereof as may be necessary for these purposes without making any compensation to the grantee for such use and occupation except as may be provided hereunder.

Payment of price of land and interest.

3. The grantee hereby covenants with the Government as follows:

(a) To pay the sum of ____________________ rupees to Government in __________ instalments as aforesaid on the __________ of __________ in each year with interest on unpaid balance at the rate of four per cent annum, the second instalment of price and the first instalment of interest to be paid on the __________ and the last instalment of price and interest to be paid on the __________.

To pay also further interest on overdue instalments of price, if any, at the rate of nine percent per annum.

Use of land.

(b) To use the whole or any part of the land for purposes and for no purpose other than __________ and specifically not to use it for building purposes except such buildings as are in the opinion of the Collector required for __________ purposes.

(c) To pay to or on behalf of the Government the land revenue demand or rent, and any other payments which may become due under these presents at the proper time and place and in such manner as may be prescribed by law or by the order of any competent authority.

Payments.

Restriction on assignment.

(d) Without the permission in writing of the Government first obtained, not to assign, sublet or transfer by mortgage or otherwise or part with the land or any part thereof except by way of lease for __________ to such tenants as he has reasonable cause to believe will run the said tenant provided by this agreement.

Against injury.

(e) Not to do or suffer to be done any act inconsistent with or injurious to the said purpose of ____________________ or to any of the rights excepted and reserved to the Government.

Entry.

(f) To permit without let or hindrance all officers or servants of the State and all other persons duly authorised by the Government in that behalf to enter the land at all times and to do all acts and things necessary for __________ purpose of enforcing compliance with any of the terms and conditions of this grant, or of assuring whether they have been duly performed or observed, or

(ii) any purpose connected with the full enjoyment, discovery and use of the rights hereby reserved to the Government.

Provided that no residential building shall be so entered except at a reasonable time and after twenty-four hours notice

(g) Not to interfere with the lawful use by the public of any thoroughfare on the land or with the exercise by any third person of any rights and easements now existing or to which the grantee is bound by the terms of the grant to create or allow.

(h) At his own cost, when so required by the Collector, to erect permanent marks on the land, demarcating correctly the boundaries and limits thereof, and at all times to maintain in the same in good repair in accordance with any directions from time to time issued by the Collector.

(i) Not to construct or alter any canal water course or drainage channel upon the land without the permission of the Canal Officer.

(j) If the land is resumed under the terms of this grant or as soon as the grant is terminated, to leave the land, except as hereinafter provided and to surrender it peaceably to the Collector, and if so required by the Collector to pull down and remove any structures existing thereon and deliver up the land in a level state as in its former condition.

(k) If the land or any portion thereof is required for any public purpose, to surrender the whole or so much of the land as may be required on demand by the Collector without claiming compensation except as hereinafter provided.

Loyalty.

(t) To remain at all times of loyal behaviour and not to obstruct or join in preventing the effective discharge and the carrying into effect of all Statutes or Rules and the Government's instruction thereunder, and at any time of trouble to render active support to the State and its officers and to accept the decision of the Government as to whether this covenant has been fulfilled or not.

(m) To pay such amount towards the cost of the following works as the Collector or the Canal Officer, acting under the general or special orders of the Government may determine whether the cost has already been incurred at the time of the grant or may be incurred thereafter:

(i) the survey and demarcation of the land;

(ii) the construction of any water course in the estate in which the land is situated, and from which a supply of water is available for the land;

(iii) the construction of any roads, paths, culverts or bridges necessary for the general convenience of the estate in which the land is situated;

(iv) the maintenance and repair of any such roads, paths, culverts or bridges.

(v) To leave and use a portion of the land 6 feet wide along with the
road street in front of the factory for the purposes of a there only and not to

Comencement

the construction

of the buildings.

Period for the

completion

of the building.

(a) To commence the construction of the buildings within six months from the date of the grant in accordance with plans which shall have been pro-

(b) To complete the building to the satisfaction of the Collector within eighteen months of the date of the grant.

(c) To maintain the building and its environment thereafter in a proper state of repair, cleanliness and sanitation in accordance with any directions from time to time issued by the Collector and to his satisfaction at all times.

(d) To abide by the rules and regulations of the West Punjab highways

Act, 1898.

4. It is expressly agreed between the parties hereto as follows:—

(a) If the grantee commits any breach of or fails to perform any of the terms of conditions of this grant, or suffers or permits such breach or non-performance, or if the grantee is declared insolvent, or if the tenure is attached and determined by the Government in respect of this term by the grantee,

(b) No compensation shall be payable by the Government in respect of the exercise of any right or power by the Government under or by virtue of the grant, or touching the subject matter of this grant or arising out of or in relation thereto, then save in so far as the decision of any such matter has been hereinafter promised for and has been so decided as the matter in difference shall be referred to the arbitration of the Commissioner, who shall have power to decide any matter so referred including the following questions:

(i) whether any other provision has been made in these presents for the decision of any matter and if such provision has been made whether it has been finally decided accordingly; and

(ii) whether the grant should be terminated or has been rightly terminated, and what are or will be the rights and obligations of the parties as the result of such termination.

The decision of the arbitrator shall be final and binding, and when any matter so referred to arbitration involves a claim for the award, increase or reduction of a sum of money by way of compensation or any other payment or recovery of money, only the amount decided by the arbitrator shall be recoverable in respect of the dispute so referred.

(g) The grantee shall purchase the stamp and within four months from the date of execution shall present this instrument for registration at his own cost, failing which, without prejudice to the Government's rights otherwise, such failure shall be regarded as a breach of the conditions hereof.

5. In this agreement unless there be anything repugnant in the context:

(a) "the Canal Officer," means the appropriate officer of West Pakistan Government Irrigation Department.

(b) "the Collector" and "the Commissioner" mean the Collector and
Commissioner for the time being of the district or division in which the land situate, and include any other person duly authorised by general or special order to exercise the powers of a Collector or Commissioner in respect of condition governing this grant;

(d) the Government and the grantee include their successors-in-title respectively, all rights hereby conferred and obligations hereby imposed shall be available for and bind their successors-in-title as the case may require, so that the term the grantee, includes co-owners, any liability or obligation imposed by this grant shall be the joint and several liability of each co-owner.

(e) the land means the land which is the subject of this grant and includes all rights, easements and appurtenances thereto belonging or pertaining thereto.

(f) minerals include all the substances of a mineral nature which can be won from the earth, such as coal, earth oil, gold-washings, stones and foil which can be used for a profitable purpose on removal.

In witness whereof the parties have hereto set their hands on the day hereinafter in each case specified.

THE SCHEDULE ABOVE MENTIONED

DESCRIPTION AND BOUNDARIES OF THE LAND

An area of ____________ acres, ____________ marais,
Situated in mauza ____________ or town of ____________
In the ____________ tahsil, ____________ district, ____________ District and more particularly described in Schedule "A" hereto annexed and delineated in ____________ colour in Plan "C" annexed, vests in the Government.

AND WHEREAS the proprietor is an absolute owner in possession free from all encumbrances of the land measuring ____________ acres

more or less situated in ____________ village, ____________ tahsil, ____________ District, and more particularly described in Schedule "B" hereto annexed and delineated in ____________ colour in plan "D" annexed;

AND WHEREAS the Government and the proprietor have agreed to exchange the lands described in the said schedules A and B.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:-

Government hereby transfers and conveys by way of exchange to the proprietor all the land measuring ____________ acres

Signed by ___________________________ Grantee.

in the presence of ___________________________ Witness.

_________________________ (address)
_________________________ (description)

_________________________ on the ______ day of ______
in the year one thousand nine hundred and ______

(19) FORM OF DEED EXCHANGE

This deed of exchange made the ______ day of ______ 19__

between the Governor of West Pakistan (hereinafter referred to as "the Government") of the one part and ________________________________ of ____________

_________________________ resident of ____________ district in West Pakistan (hereinafter referred to as "the proprietor") of the other part.

WHEREAS the plot of land measuring ____________ acres,

more or less situated in ____________ Village, ____________ Tahsil of the ____________ District and more particularly described in Schedule "A" hereto annexed and delineated in ____________ colour in Plan "C" annexed, vests in the Government.

AND WHEREAS the proprietor is an absolute owner in possession free from all encumbrances of the land measuring ____________ acres

more or less situated in ____________ Village, ____________ Tahsil, ____________ District, and more particularly described in Schedule "B" hereto annexed and delineated in ____________ colour in plan "D" annexed;

AND WHEREAS the Government and the proprietor have agreed to exchange the lands described in the said schedules A and B.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:-

Government hereby transfers and conveys by way of exchange to the proprietor all the land measuring ____________ acres

Signed by ___________________________ Grantee.

in the presence of ___________________________ Witness.

_________________________ (address)
_________________________ (description)

_________________________ on the ______ day of ______
in the year one thousand nine hundred and ______

(19) FORM OF DEED EXCHANGE

This deed of exchange made the ______ day of ______ 19__

between the Governor of West Pakistan (hereinafter referred to as "the Government") of the one part and ________________________________ of ____________

_________________________ resident of ____________ district in West Pakistan (hereinafter referred to as "the proprietor") of the other part.

WHEREAS the plot of land measuring ____________ acres,

more or less situated in ____________ Village, ____________ Tahsil of the ____________ District and more particularly described in Schedule "A" hereto annexed and delineated in ____________ colour in Plan "C" annexed, vests in the Government.

AND WHEREAS the proprietor is an absolute owner in possession free from all encumbrances of the land measuring ____________ acres

more or less situated in ____________ Village, ____________ Tahsil, ____________ District, and more particularly described in Schedule "B" hereto annexed and delineated in ____________ colour in plan "D" annexed;

AND WHEREAS the Government and the proprietor have agreed to exchange the lands described in the said schedules A and B.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:-

Government hereby transfers and conveys by way of exchange to the proprietor all the land measuring ____________ acres

Signed by ___________________________ Grantee.

in the presence of ___________________________ Witness.

_________________________ (address)
_________________________ (description)

_________________________ on the ______ day of ______
in the year one thousand nine hundred and ______

(19) FORM OF DEED EXCHANGE

This deed of exchange made the ______ day of ______ 19__

between the Governor of West Pakistan (hereinafter referred to as "the Government") of the one part and ________________________________ of ____________

_________________________ resident of ____________ district in West Pakistan (hereinafter referred to as "the proprietor") of the other part.

WHEREAS the plot of land measuring ____________ acres,

more or less situated in ____________ Village, ____________ Tahsil of the ____________ District and more particularly described in Schedule "A" hereto annexed and delineated in ____________ colour in Plan "C" annexed, vests in the Government.

AND WHEREAS the proprietor is an absolute owner in possession free from all encumbrances of the land measuring ____________ acres

more or less situated in ____________ Village, ____________ Tahsil, ____________ District, and more particularly described in Schedule "B" hereto annexed and delineated in ____________ colour in plan "D" annexed;

AND WHEREAS the Government and the proprietor have agreed to exchange the lands described in the said schedules A and B.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:-

Government hereby transfers and conveys by way of exchange to the proprietor all the land measuring ____________ acres

Signed by ___________________________ Grantee.

in the presence of ___________________________ Witness.

_________________________ (address)
_________________________ (description)

_________________________ on the ______ day of ______
in the year one thousand nine hundred and ______

(19) FORM OF DEED EXCHANGE

This deed of exchange made the ______ day of ______ 19__

between the Governor of West Pakistan (hereinafter referred to as "the Government") of the one part and ________________________________ of ____________

_________________________ resident of ____________ district in West Pakistan (hereinafter referred to as "the proprietor") of the other part.

WHEREAS the plot of land measuring ____________ acres,

more or less situated in ____________ Village, ____________ Tahsil of the ____________ District and more particularly described in Schedule "A" hereto annexed and delineated in ____________ colour in Plan "C" annexed, vests in the Government.

AND WHEREAS the proprietor is an absolute owner in possession free from all encumbrances of the land measuring ____________ acres

more or less situated in ____________ Village, ____________ Tahsil, ____________ District, and more particularly described in Schedule "B" hereto annexed and delineated in ____________ colour in plan "D" annexed;

AND WHEREAS the Government and the proprietor have agreed to exchange the lands described in the said schedules A and B.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:-

Government hereby transfers and conveys by way of exchange to the proprietor all the land measuring ____________ acres

Signed by ___________________________ Grantee.

in the presence of ___________________________ Witness.

_________________________ (address)
_________________________ (description)

_________________________ on the ______ day of ______
in the year one thousand nine hundred and ______

(19) FORM OF DEED EXCHANGE

This deed of exchange made the ______ day of ______ 19__

between the Governor of West Pakistan (hereinafter referred to as "the Government") of the one part and ________________________________ of ____________

_________________________ resident of ____________ district in West Pakistan (hereinafter referred to as "the proprietor") of the other part.

WHEREAS the plot of land measuring ____________ acres,

more or less situated in ____________ Village, ____________ Tahsil of the ____________ District and more particularly described in Schedule "A" hereto annexed and delineated in ____________ colour in Plan "C" annexed, vests in the Government.

AND WHEREAS the proprietor is an absolute owner in possession free from all encumbrances of the land measuring ____________ acres

more or less situated in ____________ Village, ____________ Tahsil, ____________ District, and more particularly described in Schedule "B" hereto annexed and delineated in ____________ colour in plan "D" annexed;

AND WHEREAS the Government and the proprietor have agreed to exchange the lands described in the said schedules A and B.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:-

Government hereby transfers and conveys by way of exchange to the proprietor all the land measuring ____________ acres

Signed by ___________________________ Grantee.

in the presence of ___________________________ Witness.

_________________________ (address)
_________________________ (description)

_________________________ on the ______ day of ______
in the year one thousand nine hundred and ______

(19) FORM OF DEED EXCHANGE

This deed of exchange made the ______ day of ______ 19__

between the Governor of West Pakistan (hereinafter referred to as "the Government") of the one part and ________________________________ of ____________

_________________________ resident of ____________ district in West Pakistan (hereinafter referred to as "the proprietor") of the other part.

WHEREAS the plot of land measuring ____________ acres,

more or less situated in ____________ Village, ____________ Tahsil of the ____________ District and more particularly described in Schedule "A" hereto annexed and delineated in ____________ colour in Plan "C" annexed, vests in the Government.

AND WHEREAS the proprietor is an absolute owner in possession free from all encumbrances of the land measuring ____________ acres

more or less situated in ____________ Village, ____________ Tahsil, ____________ District, and more particularly described in Schedule "B" hereto annexed and delineated in ____________ colour in plan "D" annexed;

AND WHEREAS the Government and the proprietor have agreed to exchange the lands described in the said schedules A and B.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:-

Government hereby transfers and conveys by way of exchange to the proprietor all the land measuring ____________ acres

Signed by ___________________________ Grantee.

in the presence of ___________________________ Witness.

_________________________ (address)
_________________________ (description)

_________________________ on the ______ day of ______
in the year one thousand nine hundred and ______
more or less as described in Schedule "A" hereto annexed unto the proprietor to hold the same as owner, subject to the terms and conditions thereunder appearing.

2. The proprietor hereby transfers and conveys unto the Government all the plots or plots of land measuring

more fully in Schedule "B" hereto annexed to hold the same as absolute owner.

Note—To be omitted if no document is given to Government.

3. And the Government hereby acknowledges receipt of documents mentioned below relating to proprietary rights in the land described in Schedule "B" hereto; And the said proprietor hereby acknowledges the right of Government to enforce production of the document or documents mentioned thereof to Government and hereby undertakes with Government for the safe custody of the said documents.

Note—To be omitted if the above clause is retained.

4. That the proprietor and his successors in interest and assigns shall for ever hold the land specified in Schedule "A" hereto subject to the same terms and conditions upon which he held the land described in Schedule "B" hereto annexed.

5. That if the proprietor commits any breach of or fails to perform any of the terms and conditions of this instrument or suffers or permits such breach of or non-performance, Government may, in addition to any other penalty reserved the land specified in Schedule "A" enter thereupon at any time thereafter and sell it and retain the proceeds of the sale to the extent due in terms of this instrument.

6. (a) If any question or difference whatsoever shall at any time hereafter arise between Government and the proprietor in any way touching or concerning this instrument, or the construction, meaning, operation or effect thereof or of any clause therein contained or as to the rights, duties or liabilities of either party under or by virtue of this instrument or touching the subject matter of this instrument or arising out of or in relation hereto, then save in so far as the decision of any such matter has been by one of the provisions of this instrument, the matter in difference shall be referred to the arbitration of the Commissioner of the Division or to the decision of the Commissioner of the Division for the time being to whom the reference is made, who shall have power to decide any matter so referred including the following questions:

(d) whether any other provision has been made in these presents for the decision of any matter and if such provision has been made, whether it has been finally decided accordingly; and

(b) whether the land specified in Schedule "A" should be resumed or has been rightly resumed and what are or will be the rights and obligations of the parties as a result of such resumption.

(c) The decision of the arbitrator shall be final and binding and, when any matter so referred to arbitration involves a claim for the award, increase or reduction of a sum of money by way of compensation or any other payment or recovery of money, only the amount determined by the arbitrator shall be recoverable in respect of the dispute so referred.

7. The proprietor shall purchase the stamp and within four months from the date of execution shall present this instrument for registration at his own cost failing which without prejudice to Government, rights otherwise, such failure shall be regarded as a breach of the conditions hereof.

SCHEDULE "A" ABOVE MENTIONED.

Description and boundaries of Government Land.

An area of-———-acres,—kanals and———-marlas.

Situated in Chak No. ————-tehsil———-District in West Pakistan.

Shown in the Revenue Records as———-

and bounded as follows:

On the north by ;

On the east by ;

On the south by ;

On the west by ;

SCHEDULE "B" ABOVE MENTIONED.

Description and boundaries of the Land.

An area of ————-acres, ————-kanals and ————-Marlas.

Situated in Chak No. ————-in the ————-tehsil———-district in West Pakistan.

Shown in the Revenue Records as ————-

and bounded as follows:

On the north by ;

On the east by ;

On the south by ;

On the west by ;
Plan "C"
Plan "D"

Signed for and on behalf of the Governor of West Pakistan __________________________

Officer of- __________________________ acting under the order of the Governor of
of West Pakistan in the presence of- __________________________

Address: __________________________

Description: __________________________

on the __________________________-day of- __________________________
in the year one thousand, nine hundred and- __________________________

Signed by the said proprietor in the presence of- __________________________

Address: __________________________

Description: __________________________

on the __________________________-day of- __________________________
in the year one thousand, nine hundred and- __________________________

________________________

(20) FORM FOR THE SALE AND GRANT OF AGRICULTURAL LAND IN THE CANAL COLONIES.

(To be executed by recipients of gallantry awards.)

Parties—This deed of conveyance is made on the- __________________________-day of- __________________________-19- __________________________, between the Governor of West Pakistan (hereinafter called the Government) of the one part and- __________________________-son of- __________________________-resident of- __________________________-Fehsil- __________________________-District (hereinafter called the grantor) of the other part.

Recital—In pursuance of the conditions contained in West Pakistan Government notification No. ——- Dated- ——-, the parties have agreed to execute the following deed:

NOW THIS—Grant Witness as follows:

1. Grant—Government hereby grants to the grantee all that plot of land, containing- ——-acres, more or less, and more particularly described in the schedule hereto, and delineated in colour- ——-in the plan annexed, to hold the same in proprietary right subject to the exceptions and reservations and on the terms and conditions hereinafter appearing.

2. Purpose—The grant is made for agricultural purpose only, and the land is specifically not to be used for building purpose except such buildings as in the opinion of the Collector are required for agricultural purposes.

Exceptions and Reservation on behalf of Government:

3. Mines and minerals—Government does not grant but excepts and reserves to itself in full proprietary right all mines, minerals and quarries of whatsoever nature existing on, over or below the surface of the land with liberty to search for, work and remove the same, in as full and ample manner as if this grant had not been made.

4. Rivers, water-courses and roads—Government does not grant but excepts and reserves to itself all rivers and streams, with their beds and banks, all water courses and drainage channels and all public thoroughfares now existing in the land shown as proposed for construction in the plan annexed.

Government reserves the rights:

5. Construction and alteration of paths and water-courses—(a) to create a public right of way across the land whenever this may be considered desirable in the public interest by the Collector, and

(b) to construct new water-courses on the land or, alter the direc-
tion of any water-courses now existing on the land or to be constructed in future, whenever this may be considered necessary by the Canal Officer in the interests of irrigation, without any liability to pay compensation except as provided hereunder.

6. Re-entry for the exercise and protection of rights reserved.—For the full discovery, enjoyment and use of the rights hereby reserved, or for the protection and maintenance of any property, hereby, excluded, it shall be lawful for Government through its authorized agents or for any officer of the State to enter upon the land and make such use thereof, as may be necessary for these purposes without making any compensation to the grantee for such use and occupation except as may be provided hereunder.

OBLIGATIONS OF THE GRANTEE.

7. The grantee hereby covenants with Government as follows—

(a) Against injury.—Not to do or suffer to be done any act inconsistent with or injurious to any of the rights excepted and reserved to Government.

(b) Entry.—To permit without let or hindrance all officers or servants of the State and all other persons duly authorized by Government in that behalf to enter the land at all times and to do all acts and things necessary for or incidental to—

(i) the purpose of enforcing compliance with any of the terms and conditions of this grant, or of ascertaining whether they have been duly performed or observed, or

(ii) any purpose connected with the full enjoyment, discovery and use of the rights hereby reserved to Government.

(c) Public rights and easements.—Not to interfere, with the lawful use by the public of any thoroughfare on the land or with the exercise by any third person of any rights and easements now existing thereon or which the grantee is bound by the terms of this grant to create or allow.

(d) Boundary marks.—At his/her own cost, when so required by the Collector, to erect permanent marks on the land, demarcating correctly the boundaries and limits thereof, and at all times to maintain the same in good repair in accordance with any directions from time to time issued by the Collector.

(e) Construction of water-course.—Not to construct or alter any canal water course or drainage channel upon the land without the permission of the Canal Officer.

(f) Resumption.—If the land is resumed under the terms of this grant to leave the land as soon as the grant is terminated and surrender it peace-
such a breach or non-performance, the Collector may at any time thereafter determine the grant and resume possession of the land, and may pull down any structures existing thereon, and may sell the materials thereof and retain the proceeds of the sale; whether these rights may have been waived in respect of any earlier default or not, and without prejudice to the powers conferred by the Act or to any other right or claim.

10. Compensation—(i) Except as provided in section 25 of the Act, no compensation shall be payable by Government in respect of the exercise of any rights reserved or conferred by the terms of this grant, except as provided hereunder:

(a) for actual damage or occupation arising out of the exercise of rights other than those relating to the construction of water-courses, such compensation as may be determined by the Collector;

(b) for damage caused to standing crops in exercise of the rights relating to water-course, such compensation as may be determined by the Canal Officer;

(c) on resumption of the whole or any part of the land otherwise than for breach of or non-fulfilment of the terms or conditions of the grant, or for the creation of a public right of way or for construction of a water-course, such sum, as may be determined by the Collector in accordance with the general principles applicable to the acquisition of land for public purposes,

(ii) when any claim for compensation arises, the officer assessing the amount of the compensation shall give the grantee an opportunity heard;

(iii) when any sum becomes due to the grantee by way of compensation, any moneys due to Government shall be deducted therefrom and if Governor has any unpaid claim against the grantee, the sum due may be withheld until the claim is settled.

11. Arbitration—(i) If any question or difference whatsoever shall arise at any time hereafter arise between Government and the grantee in any way touching or concerning this grant, or the construction meaning operation or effect thereof or of any clause herein contained or as to the rights, duties or liabilities of either party under or by virtue of this grant, or touching the subject matter of this grant, or arising out of or in relation thereto then save in so far as the decision of such matter has been heretofore provided for and has been so decided, the matter in dispute shall be referred to the arbitration of the Commissioner, who shall have power to decide any matter so referred, including the following questions:

(a) whether any other provision has been made in these presents for the decision of any matter and if such provision has been made whether it has been finally decided accordingly; and

(b) whether the grant should be terminated or has been rightly terminated, and what are or will be the rights and obligations of the parties as the result of such termination.

(iii) The decision of the arbitrator shall be final and binding: And when any matter so referred to arbitration involves a claim for the award increase or reduction of a sum of money by way of compensation or any other payment of recovery of money, only the amount decided by the arbitrator shall be recoverable in respect of the dispute so referred.

INTERPRETATION

13. In these conditions, unless there is anything repugnant in the context—

(a) "the Act" means the Colonization of Government Lands (Punjab) Act, 1912 as in force for the time being;

(b) the "Canal Officer" means the appropriate officer of the Irrigation Branch of the Public Works Department;

(c) "the Collector" and "the Commissioner" mean the Collector and the Commissioner for the time being of the district and the Division in which the land is situated and include any other persons duly authorised by general or special order to exercise the powers of Collector and Commissioner in respect of conditions governing this grant;

(d) "the Government" and "the grantee" include their successors in title respectively; all rights hereby conferred and obligations hereby imposed shall be available for and bind their successors in title as the case may require and when the term "the grantee" includes co-sharer, any liability or obligation imposed by this grant shall be the joint and several liability of each co-sharer;

(e) "the Land" means the land which is the subject of this grant and includes all rights, easements and appurtenances thereto belonging or pertaining; and

(f) "minerals" include all substances of a mineral nature which can be won from the earth, such as coal, earth-oil, gold-washings, stone and forms of soil which can be used for a profitable purpose on removal.

Note:—This deed is exempt from stamp duty and registration but can be registered at the option of the grantee on payment of Rs.1.

SCHEDULE

DESCRIPTION AND BOUNDARIES OF THE LAND

| An area of— Ghumsoo— Kanals— Marlas. |
| mauza |
| Situated in the— of Tehsil—District. |
| town as shown in the Revenue records |
| Shown in the records of the local authority. |

No. —
And bounded as follows:—
On the north by.
On the east by.
On the south by.
On the west by.

(THE PLAN)

Signatures of executors witnesses—

Signed for and on behalf of the Governor of West Pakistan by———Office of ———— acting under the orders of the Governor of the West Pakistan in the presence of ————-(address) ————
———-(description)
on the ———— day of ————
in the year one thousand nine hundred and ————

Signed by the said ———— in the presence of ————
———-(address) ————-(description)
on the ———— day of ————
in the year one thousand nine hundred and ————

Officer.
Witness.

(C) INSTRUCTIONS TO OFFICERS PREPARING CONVEYANCES OF PROPRIETARY RIGHTS.

1. If the conveyance is to be made in favour of a body of persons, reference should be made to the instructions circulated with the Home Secretary's letter No. 1289-F., dated the 17th March 1938.

2. No conveyance is to be drawn up until the last instalment has been paid.

3. The total of the instalments should then be entered in words, and not in figures, in the recital of the deed.

4. Two copies of the deed should be prepared and both should be signed by the grantee as well as by the Collector; it is not sufficient to keep an office copy.

5. The Collector should see that the copy put up by the grantee is properly stamped before he signs it, and should refuse to sign any deed which is not so stamped.

6. Before the deed is executed, a special assessment of land revenue should be made under paragraph 410 (1) of the 'Colony Manual, Volume I 1933 Edition'.

7. Only after the deed has been properly executed, should any change in the revenue records be allowed.

8. No entry of proprietary rights should be made in the revenue record without an addition stating that these rights are subject to the relevant statement of conditions issued by Government.