21.4 The Tamil Nadu Panchayats (Acquisition and Transfer of Immovable property) Rules, 2000

(G.O. (Ms) No.209,Rural Development (C-4), Department, Dated 17.08.2000)

In exercise of the powers conferred by clause (xix) of sub-section (2) of Section 242 of the Tamil Nadu Act, 1994 (Tamil Nadu Act 21 of 1994) and in supersession of the Rules relating to Acquisition and Transfer of Immovable Properties, the Governor of Tamil Nadu hereby makes the following Rules:-

RULES

1. Short title – These Rules may be called the Tamil Nadu Panchayats (Acquisition and Transfer of Immovable Property) Rules, 2000.

2. Definitions -In these Rules, unless the context otherwise requires, “Form” and “Schedule”shall mean the Forms and Schedules appended to these Rules.

3. Condition for acquisition of immovable property – (1) Every Panchayat shall acquire any immovable property subject to the conditions that

(a)the property, if intended for any purpose other than roads, bridges, culverts or quarries, is approved by the Deputy Director of Public Health and Preventive Medicine of the district concerned or any person authorised by him as suitable from the public health and sanitary point of view for the purpose for which it is intended;

(b) the property is also approved by the Engineer of the Government department specified by the Government, from time to time, as suitable for the purpose for which it is intended in cases when the estimated cost exceeds ten thousand rupees;

(c) the property, if the value exceeds ten thousand rupees and if it is intended for educational purposes, is also approved by the Chief Educational Officer of the district;

(d) the property, if its value exceeds ten thousand rupees and if it is intended for dispensaries, is approved by the Joint Director of Medical Services of the district concerned also;

(e) the property, shall not be acquired otherwise than under the Land Acquisition Act, 1894 (Central Act I of 1894), unless the previous approval of the Collector has been obtained therefor;

(f) in the case of lands acquired otherwise than under the said Act, a valuation certificate is obtained from the Revenue Department and that no amount in excess of such valuation shall be paid without obtaining the specific approval of the Collector in that behalf;

(g) in the case of buildings, a valuation certificate and a certificate of structural stability are obtained from the Engineer of the Government department as prescribed by the Government and that no amount in excess of such valuation shall be paid without obtaining the specific approval of the Collector in that behalf; and

(h) in every case where the consideration for the property is not less than two thousand rupees, an encumbrance certificate is obtained from the Registration Office in respect of such property and examined by the legal adviser of the Panchayat concerned unless the nature of the transaction is such as will.

Form in Schedule I, with such variations as circumstances may require.

(3) The provisions of sub-Rules (1) and (2) shall not apply to a case, where the Panchayat has to purchase immovable property brought to sale in the execution of a Court decree obtained by it.

4. Transfer otherwise than by lease of immovable property vesting in but not belonging to a Panchayat – (I) immovable property vesting in but not belonging to a Panchayat shall not be transferred or charged in contravention of the conditions subject to which such property became vested in the Panchayat.

Form in Schedule II, with such variations as circumstances may require.

5. Transfer otherwise than by lease of immovable property belonging to a Village Panchayat or Panchayat Union Council – (1) A panchayat shall not, without the previous sanction of the Inspector, make or sanction any transfer, except by way of lease, of any immovable property belonging to it, or create or sanction the creation of any charge upon any such property. If the value of the property to be transferred or the amount for which the charge to be created exceeds fifty thousand rupees, the previous sanction of the Government shall also be obtained for such transaction.

Form in Schedule II with such variations as circumstances may require.

6. Transfer by lease of immovable property belonging to a Panchayat – (1) A Panchayat may lease out any immovable property belonging to it:

Provided that no such lease shall be valid in case the period of the lease exceeds three years or where the Lessee is permitted to put up any building or structure whether of masonry, bricks, wood, mud or any other material unless the sanction of the Collector has been obtained therefor.

Form III (a) in Schedule III with such variations as circumstances may require.

7. Transfer by lease of immovable property vested in but not belonging to a Panchayat (1) A Panchayat may lease out any property vested in but not belonging to the Panchayat other than road sides and street margins.

Provided that no lease shall be granted -

(a) In contravention of the conditions subject to which such property became vested in the Panchayat; or

(b) for a period exceeding twelve months without the previous sanction of the Collector.

Provided further that no such lease shall be valid if the Lessee is permitted to put up any building or structure whether of masonry, bricks, wood, mud or any other material, unless the unless the sanction of the Collector has been obtained therefor.

Form III(a) in Schedule III with such variations as circumstances may require.

8. Lease of road sides and street margins - (1) Leases of road sides and street margins vested in a Panchayat shall be subject to the following certificates and control:

(i) Every Panchayat shall require that every application for a lease shall furnish information as to the use to which the land will be put and the period for which a lease is required. If any structure is proposed to be constructed thereon, information as to the materials to be used in the construction shall also be furnished.

(ii) The lease may be granted by the Panchayat if the structure is to be constructed of temporary materials such as palmyrah or coconut leaves, bamboo or other matting or gunny cloth or other similar materials or which are of such a nature as to be movable daily and if the period of lease does not exceed twelve months. A fee shall be levied and collected in advance for every lease.

(iii) No lease for a structure made of materials other than those mentioned in item (ii) or for a period exceeding twelve months, shall be granted by a Panchayat except with the previous approval of the Collector who in granting approval may lay down such conditions as he may consider necessary subject to which the lease may be granted by the Panchayat. The Panchayat

shall embody such conditions in the lease before it is granted. It must be expressly provided in every case that amount of the lease shall be paid to the Panchayat in advance so long as the lease is in force and that in default of payment of such amount; the lease is liable to the cancelled.

(iv) No lease shall be granted ordinarily for a period exceeding three years at a time. The approval of the Collector shall not be necessary for a renewal of a lease granted under this Rule.

(v) Every lease under item (ii) or (iii) shall expressly provided that the lease is liable to be terminated at any time within the period of the lease without payment of compensation to the Lessee if, in the opinion of the Panchayat or of the Collector, it is necessary in the public interest to remove any structure erected on the land.

(vi) No road margin shall be leased out for cultivation.

Form III (b) in Schedule III with such variations as circumstances may require.

9. Publication of proposed transfers and leases - (1) In every case of transfer falling under Rules 4,5,6 or 7, the Panchayat shall publish a notice of the proposed transfer, giving full particulars of the property to be transferred, the name of the proposed Transferee or Lessee and the consideration for the transfer or the rent reserved under the lease –

(b) by affixture in a conspicuous place in the village where the property lies –

(i) at the offices of the Village Panchayat, Panchayat Union Council, District Panchayat and of the Collector;

(ii) at the Village Chavadi of the Village in which the property is situated; and

(iii) on the property to be transferred.

(2) In every case where such transfer is to be made by public auction, a notice with full particulars of the property to be transferred shall be published -

(a) in the District Gazette and in one or two prominent local Tamil newspapers, circulated with in the jurisdiction of the Village Panchayat, if the consideration for the transfer exceeds ten thousand rupees;

(b) in the manner specified in clause (b) of sub – Rule (1); and

(c) by tom – tom in suitable places.

10. Transfer and leases to be subject to condition of Transferees or Lessees paying assessment, ground rent, peshkash or quit rent to Government – (1) Except in cases falling under sub- rule (3), no transfer of any immovable property made by the Village Panchayat shall be valid unless it be a condition thereof that the Transferee shall be liable to pay to the Government such assessment, ground – rent, peshkash or quit – rent, as the Collector may determine to be payable in respect of the property and that the said assessment, ground – rent, peshkash or quit– rent, is subject to revision, from time to time, in accordance with the Rules in force at the time of such revision except in respect of quit – rent on enfranchised inam lands and peshkash on lands in proprietary villages acquired by the Panchayat by private negotiation.

(2) Nothing contained in this Rule shall affect the right of the Government to recover from the Panchayat, the assessment, ground – rent, peshkash or quit-rent leviable on lands not transferred by sale or exchange or otherwise permanently alienated.

(3) In cases where the assessments, ground – rent, peshkash or quit – rent leviable on the land after transfer is already being paid by the Panchayat and the land is not transferred by sale or exchange leased in perpetuity or otherwise permanently alienated, the Village Panchayat shall continue to pay such assessment, ground – rent, peshkash or quit – rent and the liability shall not be imposed on the Transferee.

RAMESH CHANDRA PANDA
SECRETA RY TO
GOVERNMENT

SCHEDULE – I

[see Rule 3(2)]

FORM I (a)

TRANSFER BY SALE TO A VILLAGE PANCHAYAT OR

PA N C H AYAT UNION COUNCIL OR DISTRICT PANCHYAT

BY A PRIVATE PERSON

This indenture made the _____ day of _____ year of _____, between _____ son of _____ residing at a_____ (hereinafter called the "Vendor" which expression shall where the context so admits include his Heirs, Executors, Administrators, Legal Representatives and Assigns) of the ONE PART AND the Village Panchayat/ Panchayat Union Council, District Panchayat of _____ constituted under the Tamil Nadu Panchayats Act, 1994 (Tamil Nadu Act 21 of 1994) (hereinafter called the "Purchaser" which expression shall where the context so admits include its Successors and Assigns) of the OTHER PA RT:

W H E R E AS, the Vendor is well and sufficiently entitled to the land and premises described in the schedule hereunder:

AND WHEREAS, the Purchase in exercise of its powers, has agreed with the Vendor to purchase the said land and premises intended to be hereby granted, conveyed and assigned subject to the quit – rent (if any), payable in respect of the same but otherwise free from encumbrances at the prices of rupees;

NOW THIS INDENTURE WITNESSES that in pursuance of the said agreement and in consideration of the sum of rupees _____ paid to the Vendor by the Purchaser on or before the execution of these presents (the receipt whereof the _____ Vendor doth hereby acknowledge) he, the Vendor doth hereby grant, convey and assign unto the Purchaser all that piece or parcel of land situated in _____ and more particularly described in the Schedule hereunder written and which together with the message or tenement erected thereon is commonly called or known as _____ together with all buildings, godowns, trees, commons, hedges, ditches, fences, ways, waters, water – courses, liberties, privileges, easements, advantage and appurtenances whatsoever to the said piece or parcel of land message and premises or any of them in anywise appertaining or heretofore occupied or enjoyed therewith AND all the estate right, title, interest property claim and demand whatsoever of the Vendor into and upon the same premises TO HAVE AND TO HOLD the said piece or parcel of land message and premises hereby granted, conveyed and assigned unto the Purchaser forever AND the Vendor doth hereby covenant with the Purchaser that he the Vendor now hath good right to grant, convey and assign the premises hereby granted, conveyed and assigned unto the Purchaser in manner aforesaid and that the Purchaser shall and may at all times hereafter peaceably and quietly posses and enjoy the said premise free from all encumbrances whatsoever and receive the rents and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any other person or persons AND further that he, the Vendor and all persons having lawfully or equitably claiming any estate or interest in the said premises or any of them or any part thereof from under or in trust for the Vendor or from or under any of his ancestors shall and will, from time to time and at all times hereafter at the request and cost of the purchaser do execute and register or cause to be done, executed and registered all such acts, deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the Purchaser in manner aforesaid as shall or may be reasonably required.

The Schedule above referred to

All that piece or parcel of land and premises situated in the Village / town of _____ in the registration sub – district of _____ in the registration district of _____ And bounded on the north by _____, on the south by _____, on the east by _____ and on the west by _____, bearing Re-survey No _____ and Old Survey No. _____ and containing on the whole by admeasurementss _____ (be the same more or less).

Signed, sealed and delivered by the above named in the presence of _____

IN WITNESS, whereof the Vendor hath hereunto set his hand and seal the day and year first above written.

FORM – I (b)

TRANSFER BY LEASE TO A PANCHAYAT

BY A PRIVATE PERSON

THIS INDENTURE MADE THE _____day of _____ year of _____ between _____ son of _____ residing at _____ and carrying on business at _____ (hereinafter called the "Lessor" which expression where the context admits shall include his Heirs, Executors, Administrators, Legal Representatives and Assigns) of the ONE PART AND the Village Panchayat / Panchayat Union Council / District Panchayat of _____ constituted under the Tamil Nadu Panchayats Act, 1994 (Tamil Nadu Act 21 of 1994) (hereinafter called "the Lessee" which expression where the context admits shall include its Successors in office and assigns) of the OTHER PA RT; WITNESSETH AS FOLLOWS:-

1.In consideration of the rent hereby reserved and of the covenants by the Lessee (herein contained the Lessor demises unto the Lessee ALL that piece or parcel of and together with the building and premises known as _____ situate in the registration sub district of _____ in the registration district of _____ bearing S.No. _____ and more particularly described in the schedule hereunder for the term of _____ years from the _____ day of _____ PAYING therefor in advance the monthly rent of Rs. _____ clear of all deductions the first of such payments to be made on the _____ day of _____.

2. The Lessee covenants with the Lessor as follows

(1) To pay the reserved rent on or before the first day of each month in advance and in manner aforesaid.

(2) To bear, pay and discharge all existing and future taxes, charges, assessments and outgoings payable in respect of the said premises.

(3) To keep the exterior and interior of the demised premises and all additions thereto, the boundary wall and fences therof, the drains, soil and other pipes sanitary and water apparatus, electric fittings and fixtures thereof in good and tenantable repair and condition.

(4) Not to make or permit to be made under any circumstances any alterations in or additions to the demised building without the previous consent in writing of the Lessor PROVIDED ALWAYS that if the Lessee is permitted to make any alterations, by the Lessor, the Lessee shall not be entitled to any compensation therefor.

(5) To permit the Lessor with or without workmen or others at all reasonable times on giving one day's previous notice to enter upon the demised premises and to view the condition thereof and upon notice being given by the Lessor to repair within one month from the service of the notice in accordance therewith.

(6) Not to assign underlet or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the Lessor.

(7) To yield up the demised premises with all fixtures and additions thereto at the determination of the tenancy in good and tenantable repair and condition in accordance with the covenants herein contained.

3. The Lessor covenants with the Lessee as follows

(i) That the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on its part contained shall peacefully hold and enjoy the

demised premises during the said term without any interruption by the Lessor or any person right-fully claiming under or in trust for him.

(ii) To carry out all repairs to main walls roof and foundations due to fair wear and tear, the decision of the Executive Engineer for the time being of .... division as to the necessity for such repairs being final.

4. PROVIDED ALWAYS and it is hereby expressly agreed by and between the parties hereto as follows

(1) If the rent hereby reserved or any part thereof shall be unpaid for fourteen days after becoming payable (whether formally demanded or not) or if any covenant on the Lessee's part herein contained shall not be performed or observed then and in any of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of the breach of any of the lessee's covenants herein contained.

(2) If the Lessee shall desire to determine the present demise and shall give to the Lessor three calendar month's previous notice in writing of such desire then immediately on the expiration of the three calendar months the present

demise and everything herein contained shall cease and be void but without prejudice to the remedies of either party against the other in respect of any antecedent claim or breach of covenant.

(3) That the Lessor will on the written request of the Lessee made within three calendar months before the expiration of the time hereby granted to the Lessee a lease of the demised premises for the further term of _____ years and containing the like covenants and provisos as are herein contained except the including a covenant for renewal.

The Schedule above referred to

ALL THAT piece or parcel of land and premises situated in the village / town of _____ in the registration sub district of _____ in the registration district of _____ and bounded on the north by _____ on the south by _____ on the east by _____ on the west by _____, bearing Re-survey No. _____ and Old Survey No. _____ and containing on the whole by admeasurements _____ (be the same more or less)

Signed, sealed and delivered by the above named in the presence of:

Signed by the Executive Authority / Commissioner / Secretary of the Village Panchayat / Panchayat Union Council / District Panchayat _____ in the presence of _____ The common seal of the Village Panchayat / Panchayat Union Council / District Panchayat was hereunto affixed in the presence of _____

IN WITNESS whereof _____ Lessor hath hereunto set his hand and seal and the common seal of the Village Panchayat / Panchayat Union Council / District Panchayat of _____ the Lessee was hereunto affixed the day and year first above written.

FORM – I (c)

TRANSFER BY MORTGAGE TO A PANCHAYAT

BY A PRIVATE PERSON

THIS INDENTURE made the _____day of _____ year of _____ between _____ son of _____ residing at (hereinafter called the "the Mortgagor" which expression shall where the context so admits include his Heirs, Executors, Administrators, Legal Representatives and Assigns) of the ONE PART AND the Village Panchayat / Panchayat Union Council / District Panchayat of _____ constituted under the Tamil Nadu Panchayats Act, 1994 (Tamil Nadu Act 21 of 1994) (hereinafter called "the Mortgagee" which expression shall where the context so admits include its Successors and assigns) of the OTHER PA RT;

WHEREAS, the Mortgagor is well and truly entitled to and possessed of the piece or parcel of land and premises described in the schedule hereunder;

AND WHEREAS, the Mortgagee has agreed to lend the Mortgagor the sum of Rs. _____ on having the repayment thereof in the manner hereinafter appearing;

NOW, THIS INDENTURE WITHNESSETH that in consideration of the sum of Rs._____on for before the execution of these presents paid to the Mortgagor by the Mortgagee (the receipt whereof the Mortgagor doth hereby acknowledge) he, the Mortgagor doth hereby give, grant and assign unto the Mortgagee an usufructuary mortgage of ALL THAT piece or parcel of land situate in _____ and more particularly described in the schedule hereunder written and which together with the message or tenement erected therein is commonly called or known as _____ TOGETHER with all buildings, godowns, trees, commons, hedges, ditches, fences, ways, waters, water courses, liberties, privileges, easements, advantages and appurtenances whatsoever to the said piece or parcel of land message and premises or any of them in anywise appertaining or heretofore or hereafter to be occupied or enjoyed therewith AND all the estate right, title, interest, property, claim and demand whatsoever of the Mortgagor into and upon the same premises TO HAVE AND TO HOLD the said piece or parcel of land message and premises hereby granted, conveyed and assigned or expressed so to be unto the Mortgagee forever subject to the proviso for redemption hereinafter contained. The Mortgagor hereby declares that he has put the Mortgagee, in possession of the mortgaged property and that the Mortgagee shall continue in such possession of the property until the said sum of Rs. _____ is repaid to the Mortgagee and that the Mortgagee shall appropriate the rents and profits accruing from the property in lieu of the interest due in respect of the mortgagee that he, the Mortgagor will as long as any money shall remain due on the security of these presents keep all the messages and buildings now existing or hereafter to be erected on the said premises hereinbefore expressed to be hereby granted, conveyed and assigned in good and substantial repair and insured against loss or damage by fire in the sum of Rs. _____ at the least in some office or offices approved by and in the name of the Mortgagee and will duly and punctually pay all premiums and sums of money necessary for such purpose and for keeping such insurance on foot and also all quit rent assessment rates, taxes and other outgoings for the time being payable in respect of or charged upon the said premises or any of them and bill forthwith deliver to the Mortgagee the policy or policies of insurance and the receipt for every sum payable as aforesaid and that if default be made in keeping the said buildings so repaired or in effecting or keeping on foot such insurance or in payment of any such quit-rent, assessment rates, taxes and other outgoings as aforesaid or in so delivering any policy or policies or receipts as aforesaid it shall be lawful for but not incumbent upon the Mortgagee to put the said premises in proper and substantial repair or (as the case may be) to insure and keep insured the said buildings in any sum not exceeding the amount aforesaid and to pay the premiums and all expenses incurred in so doing or (as the case may be) any such quit-rent, assessment, rates, taxes of other outgoings as aforesaid AND further that the Mortgagor will forthwith repay to the Mortgagee all such premiums expenses and other moneys with interest thereon at the rate of __ per cent per annum from the time of each payment and that until repayment the premises hereby mortgaged shall stand charged with the amount to be repaid and interest thereon at the rate aforesaid and that all moneys received in respect of any insurance shall at the option of the Mortgagee be

applied either in reinstating or restoring the buildings insured or in or towards payment of moneys for the time being on the security on these presents AND the Mortgagor doth hereby covenant with the Mortgagee that he, the Mortgagor now hath power to give and grant this usufructuary mortgage unto the Mortgagee AND it is hereby expressly agreed and declared that on payment at any time by the Mortgagor to the Mortgage of the said amount of Rs. _____ and all other moneys, if any, due under these presents the Mortgage shall at the request and cost of the Motgagor recover and reassign unto the Mortgagor or as he may direct all and singular the plot or piece of land and premises hereby expressed to be granted, conveyed or assigned.

The Schedule above referred to

ALL THAT piece or parcel of land and premises situated in the Village / Town of _____ in the registration sub-district of _____ in the registration district of _____ and bounded on the north by _____, on the south by _____ on the east by _____ , and the west by _____,bearing Re-survey No. _____, and Old Survey No. _____ and containing on the whole by admeasurements _____ (be the same more or less).

Signed, sealed and delivered by the above named in the presence of ;

IN WITNESS WHEREOF MORTGAGOR hath hereunto set his hand and seal the day and year first above written.

FORM – I (d)

TRANSFER OF GIFT TO A PANCHAYAT

BY A PRIVATE PERSON

THIS INDENTURE made the _____day of _____ two thousand and seven BETWEEN _____ son of _____ residing at _____ (hereinafter called the "Donor" which expression shall where the context admits include his Heirs, Executors, Administrators, Legal Representatives and Assigns) the ONE PART AND the Village Panchayat / Panchayat Union Council / District Panchayat of _____ constituted under the Tamil Nadu Panchayats Act, 1994 (Tamil Nadu Act 21 of 1994) (hereinafter called "the Donee" which expression shall where these context admits include its Successors and Assigns) of the OTHER PA RT;

WHEREAS, the Donor is well and sufficiently entitled free from encumbrances to the piece of land and premises hereinafter described and intended to be hereby granted, conveyed and assigned:

AND WHEREAS, the Donor has agreed to transfer the said piece or parcel of land and premises to the Donee as a gift subject to the payment by the Donee of all existing and future taxes, charges, assessments and ground rent in respect of the same and the Donee has agreed to accept the same subject to such conditions:

AND WHEREAS, the said piece or parcel of land and premises is of the value of Rs. _____ for the purpose of stamp duty:

NOW, THIS INDENTURE WITNESSETH that the Donor doth hereby give, grant, convey and assign unto the Donee who hereby accepts the same ALL THAT piece or parcel of land bearing Survey No. _____ situated in the Village of _____ in the registration sub – district of _____ in the registration district of _____ and more particularly described in the Schedule hereunder written TOGETHER with all buildings, trees, commons, liberties, privileges, easements, advantages and appurtenances whatsoever to the said piece or parcel of land, buildings and premises or any of them in anywise appertaining or heretofore occupied or enjoyed therewith AND all the estate right, title, interest, property, claim and demand whatsoever of the Donor into and upon the same premises TO HAVE TO HOLD the said piece or parcel of land and premises hereby granted, conveyed and assigned unto the Donee forever AND the Donor doth hereby covenant with the Donee that the Donor now hath good right to grant, convey and assign the premises hereby granted, conveyed and assigned unto the Donee in the manner aforesaid AND that the Donee shall and may at all times hereafter peaceably and quietly possess and enjoy the said premises free from all encumbrances whatsoever without any lawful eviction, interruption, claim or demand whatsoever from or by the Donor or any person claiming under or in trust for him AND further that the Donor and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof from under or in trust for the Donor or from or under any of his ancestors shall and will from time to time and at all times hereafter at the request and cost of the Donee do execute and register or cause to be executed and registered all such acts, deeds register or cause to be executed and registered all such acts, deeds and things whatsoever for further and more perfectly assuring, the said premises and every part thereof unto the Donee in the manner aforesaid or as shall or may be reasonably required.

The Schedule above referred to

ALL THAT piece or parcel of land premises situated in the Village of _____ in the registration sub-district of _____ in the registration district of _____ and bounded on the north by _____, on the south by _____ on the east by _____ , and the west by _____,bearing Re-survey No. _____, and Old Survey No. _____ and containing on the whole by admeasurement _____ (be the same more or less).

Signed, sealed and delivered by the above named in the presence of.....

Signed by the Executive Authority / Commissioner / Secretary of _____ Village Panchayat / Panchayat Union Council / District Panchayat in the presence of _____

The common seal of the Village Panchayat / Panchayat Union Council / District Panchayat was hereunto affixed in the presence of _____

IN WITNESS whereof the Donor hath hereunto set his hand and seal and the common seal of the Village Panchayat / Panchayat Union Council / District Panchayat of _____ the Donee was hereunto affixed the day and year first above written.

FORM II - (a)

[see Rule 3(2) and 5(2)]

TRANSFER BY SALE TO BY A PANCHAYAT

TO A PRIVATE PERSON

THIS INDENTURE made the _____ day of _____ year of _____, between the Village Panchayat / Panchayat Union Council / District Panchayat of _____ constituted under the Tamil Nadu Panchayats Act, 1994 (Tamil Nadu Act 21 of 1994) (hereinafter called "the Vendor"which expression shall where the context admits include its Successors and Assigns) of the ONE PART and _____, son of _____, residing at _____ (hereinafter called which expression shall where the context admits include his Heirs, Executors, Administrators, Legal Representatives and Assigns) of the OTHER PA RT:

W H E R E AS, the Vendor is possessed of and entitled to the piece or parcel of land and premises described in the schedule hereto and has agreed with the Purchaser for sale to him of the same subject to the quit – rent (if any) payable in respect of the same but otherwise free from encumbrances, for the sum of Rs. _____;

AND WHEREAS, the Collector of _____ district by an order no. _____ dated the _____ has sanctioned the sale of the property hereinafter contained;

AND WHEREAS, the Government of Tamil Nadu have also by an order no. _____ dated the _____ sanctioned the sale of the property hereinafter contained;

AND WHEREAS, due notice of the sale of the property hereinafter contained has been given in accordance with the provisions of the Rules relating thereto;

NOW, THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. _____ paid to the Vendor by the Purchaser on or before the execution of these presents (the receipt whereof the Vendor doth hereby acknowledge) the Vendor as beneficial owner and in pursuance of every statutory and other authority hereunto enabling it doth hereby grant, convey and assign unto the Purchaser ALL THAT piece or parcel of land situated in and more particularly described in the Schedule hereunder written and which together with the message or tenement erected theron is commonly called or known as _____ TOGETHER with all buildings, godowns, trees, commons, hedges, ditches, fences, ways, waters, water coursed, liberties, privileges, easements, advantages, and appurtenances whatsoever to the said piece or parcel of land message and premises or any of them in anywise appertaining or heretofore occupied or enjoyed therewith AND all the estate right, title interest, property claim and demand whatsoever of the Vendor into and upon the same premises TO HAVE AND TO HOLD the said piece or parcel of land message and premises hereby granted, conveyed and assigned and to the Purchaser forever AND the Vendor doth hereby covenant with the Purchaser that the Vendor now hath good right to grant, convey and assign the premises hereby granted, conveyed and assigned unto the Purchaser in manner aforesaid AND that the Purchaser shall and may at all times hereafter peaceably and quietly posses and enjoy the said premises free from all encumbrances whatsoever and receive the rents and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any other person or persons AND further that the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any of them or any part therof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do

execute and register or cause to be executed and registered and all such acts, deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the Purchaser in the manner aforesaid as shall or may be reasonably required AND the Purchaser doth hereby covenant with the Vendor that he the Purchaser as aforesaid will at all times hereafter pay all assessments and taxes that may be reasonably required AND the Purchaser doth hereby upon the said premises hereby conveyed by the Government of Tamil Nadu under any Rules that are now or may hereafter be in force for the levy of assessments and taxes on lands and premises of a like nature.

The Schedule above referred to

ALL THAT piece or parcel of land situated in the village / town of _____ in the registration sub-district of _____ in the registration district of _____ bearing Re-survey No. _____ and Old Survey No. _____ bounded on the north by _____, on the south by _____ on the east by _____ , and on the west by _____, and containing by admeasurement _____ or thereabouts.

Signed by the Executive Authority / Commissioner / Secretary of _____ Village Panchayat / Panchayat Union Council / District Panchayat in the presence of :

The common seal of the Village Panchayat / Panchayat Union Council / District Panchayat was hereunto affixed in the presence of:

Signed, sealed and delivered by the above named in the presence of;

IN WITNESS WHEREOF the common seal of the Village Panchayat / Panchayat Union Council / District Panchayat of _____ was hereunto affixed and the _____ has hereunto affixed his hand and seal the day and year first above written.

FORM II - (b)

TRANSFER BY EXCHANGE BY A VILLAGE PANCHAYAT / PANCHAYAT UNION COUNCIL / DISTRICT PA N C H AYAT TO A PRIVATE PERSON

THIS INDENTURE made the _____ day of _____ year of _____, between the Village Panchayat / Panchayat Union Council / District Panchayat of _____ constituted under the Tamil Nadu Panchayats Act, 1994 (Tamil Nadu Act 21 of 1994) (hereinafter called "the Panchayats" which expression shall where the context admits include its Successors and Assigns) of the ONE PART and _____, son of _____, residing at _____ (hereinafter called "the Party" which expression shall where the context admits include his Heirs, Executors, Administrators, Legal Representatives and Assigns) of the OTHER PA RT:

WHEREAS, the Panchayat is well and truly entitled to and possessed of the piece or parcel of land more particularly described in the First schedule hereunder together with the buildings theron free from encumbrances and the Party is also well and truly entitled to and possessed of the piece or parcel of land more particularly described in the Second Schedule hereunder together with the building thereon free from encumbrances.

AND WHEREAS, the Panchayat and the Party hereto have agreed to effect such exchange as is hereinafter contained of the said pieces or parcels of land more particularly described in the First and Second Schedules hereunder respectively:

AND WHEREAS, the Collector of _____ district by an order no. _____ dated the _____ has sanctioned the exchange of the properties in the manner hereinafter contained;

AND WHEREAS, the Government of Tamil Nadu have also by an order no. _____ dated the _____ sanctioned the exchange of the properties in the manner hereinafter contained;

AND WHEREAS, due notice of the exchange in the manner hereinafter contained has been given in accordance with the provisions of the Rules relating thereto;

NOW, THIS INDENTURE WITNESSETH that in consideration of the conveyance by the Party hereinafter contained the Panchayat in pursuance of every statutory and other authority hereunto

enabling it doth hereby grant, convey and assign unto the party all the piece or parcel of land of the value of Rs. _____ or thereabouts situated in _____ and more particularly described in the First Schedule hereunder written and coloured on the map or plan marked 'A' hereunto annexed TOGETHER with all buildings, trees, commons, hedges, ditches, fences, ways, waters, water-courses, liberties, privileges, easements, advantages and appurtenances whatsoever to the said piece or parcel of land and premises or any of them in anywise appertaining or heretofore occupied or enjoyed therewith AND all the estate, right, title, interest, property claim and demand whatsoever of the Panchayat into upon the same premises TO HAVE AND TO HOLD the said piece or parcel of land and premises herby granted and assigned or expressed so to be unto the Party forever and the Party doth hereby covenant with the Panchayat that he, the Party, will at all times hereafter pay the assessment or ground rent of _____ or such other amount as the Collector of _____ may, from time to time, determine and any other ground-rent assessment and taxes that are or may from time to time be levied upon the said piece or parcel of land or premises by the Central Government or the Government of Tamil Nadu or by any Local or other Authority AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the conveyance by the Panchayat hereinbefore contained the Party doth hereby grant, convey and assign unto the Panchayat all that piece or parcel of land of the value of _____ rupees or thereabouts situated in _____ and being more particularly described in the Second Schedule hereunder written and coloured on the map or plan marked 'B' hereto annexed TOGETHER with all buildings, trees, commons, hedges, ditches, fences, ways, waters, water courses, liberties, privileges, easements, advantages and appurtenances whatsoever to the said piece or parcel of land and premises or any of them in anywise appertaining or heretoforce occupied or enjoyed therewith AND all the estate, right, title, interest, property – claim and demand whatsoever of the party into and upon such last mentioned premises TO HAVE AND TO HOLD the said piece or parcel of land and premises lastly hereinbefore expressed to be hereby granted, conveyed and assigned unto the Panchayat forever and the Panchayat doth hereby covenant with the Party that the Panchayat will at all times, hereafter pay the assessments and taxes that are or may, from time to time, be levied upon the said piece or parcel of land or premises by the Central Government or the Government of Tamil Nadu or by any Local or other Authority AND THE PA RTIES HERETO MUTUALLY COVENANT AND AGREE WITH EACH OTHER OF THEM that notwithstanding any act, deed or thing done or executed or knowingly suffered to the contrary they now have good right to grant, convey and assign, respectively, the said premises expressed to be hereby granted, conveyed and assigned in manner aforesaid and that either Party shall and may at all times hereafter peacefully and quietly possess and enjoy such last – mentioned premises and receive the rents and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the other Party or any person or persons lawfully or equitably claiming from under or in trust for the said Party and that free from all encumbrances whatsoever made or suffered by either Party or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER, that the Parties and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof from under or in trust for any of the Parties shall and will, from time to time, and at

all times hereafter at the request and cost of the other Party do execute and register or cause to be executed and registered all such acts, deeds and things whatsoever for further and more perfectly assuring such last–mentioned premises and every part thereof unto the other Party in manner aforesaid as shall or may be reasonably required.

The Schedule above referred to

All that piece or parcel of land premises coloured _____ in the plan marked 'A' attached hereto and situate in the village of _____ in the registration sub-district of _____ in the registration district of _____ bearing Re-survey No. _____ and Old Survey No. _____ bounded on the north by Re-survey No. _____, on the east by Re-survey No. _____ on the south by _____ , and on the west by _____, and containing by admeasurement _____ or thereabouts.

The common seal of the Panchayat of _____ was hereunto affixed in the presence of:

Signed by the Executive Authority / Commissioner / Secretary of _____ Village Panchayat

/ Panchayat Union Council / District Panchayat in the presence of :

Signed, sealed and delivered by the above named in the presence of;

IN WITNESS WHEREOF, the common seal of the Village Panchayat / Panchayat Union Council / District Panchayat was hereunto affixed and the hath hereunto affixed and hath hereunto set his hand and seal the day and year first above written.

The Second Schedule above referred to

All that piece or parcel of land and premises coloured _____ in the plan marked ‘B’attached hereto and situate in the Village of _____ in the registration sub district of _____ in the registration district of _____ and bounded on the north by _____ on the south by _____ on the east by _____ on the west by _____, bearing survey No. _____ and containing on the whole by admeasurements _____ or thereabouts.

Signed by the Executive Authority / Commissioner / Secretary of the _____ Village Panchayat / Panchayat Union Council / District Panchayat of _____ in the presence of _____

Signed, sealed and delivered by the above named in the presence of:

The common seal of the Village Panchayat / Panchayat Union Council / District Panchayat was hereunto affixed in the presence of :

IN WITNESS whereof the common seal of the Village Panchayat / Panchayat Union Council / District Panchayat of _____ the Donor was hereunto affixed and the Donee hath hereunto set his hand and seal the day and year first above written.

FORM II - (c)

TRANSFER BY MORTGAGE BY A VILLAGE PANCHAYAT / PANCHAYAT UNION COUNCIL / DISTRICT PA N C H AYAT TO A PRIVATE PERSON

THIS INDENTURE made the _____ day of _____ year of _____, between the Village Panchayat / Panchayat Union Council / District Panchayat of _____ constituted under the Tamil Nadu Panchayats Act, 1994 (Tamil Nadu Act 21 of 1994) (hereinafter called "the Mortgagor" which expression shall where the context admits include its Successors and Assigns) of the ONE PART AND _____, son of _____, residing at _____ (hereinafter called "the Mortgagee" which expression shall where the context so admits include his Heirs, Executors, Administrators, Legal Representatives and Assigns) of the OTHER PA RT:

WHEREAS, the Mortgagor is well and truly entitled to and possessed of the piece or parcel of land and more premises described in the Second schedule hereunder:

AND WHEREAS, the Mortgagee has agreed to lend the Mortgagor the sum of Rs. _____ on having the repayment thereof with interest at the rate hereinafter mentioned secured in manner hereinafter appearing:

AND WHEREAS, the Collector of _____ district by an order no. _____ dated the _____ has sanctioned the mortgage of the properties in the manner hereinafter contained;

AND WHEREAS, the Government of Tamil Nadu have also by an order no. _____ dated the _____ has sanctioned the mortgage of the properties in the manner hereinafter contained;

AND WHEREAS, due notice of the sale of the mortgage in manner hereinafter contained has been given in accordance with the provisions of the Rules relating thereto;

NOW, THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. _____ on or before the execution of these presents paid to the Mortgagor by the Mortgagee (the receipt whereof the Mortgagor doth hereby acknowledge) the Mortgagor doth hereby covenant with the mortgage that the Mortgagor will on demand pay to the Mortgagee the sum of Rs. _____ with interest thereon at the rate of Rs. _____ per cent per annum;

AND THIS INDENTURE ALSO WITNESSETH that for the same consideration the Mortgagor doth hereby give and grant unto the Mortgagee a simple mortgagee ALL THAT piece or parcel of land situated in _____ and more particularly described in the Schedule hereunder written and which together with the message or tenements erected thereon is commonly called or known as _____ TOGETHER with all buildings, godowns, trees, commons, hedges, ditches, fences, ways, waters, water courses, liberties, privileges, easements, advantages and appurtenances whatsoever to the said piece or parcel of land message and premises or any of them in anywise appertaining heretofore or hereafter to be occupied or enjoyed therewith AND all the estate, right, title, interest, property – claim and demand whatsoever of the Mortgagor into and upon the same premises AND the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor will so long as any money shall remain due on the security of these presents keep all the messages and buildings now existing or hereafter to be erected on the said premises hereinbefore expressed to be hereby granted, conveyed and assigned in good and substantial repair and insured against loss or damage by fire in the sum of Rs. _____ at the least in some office or offices approved by and in the name or names of the Mortgagee and will duly and punctually pay all premiums and sums of money necessary for such purpose and for keeping such insurance on foot and also all quit-rent assessment rates taxes and other out-goings for the time being payable in respect of or charged upon the said premises or any of them and forthwith deliver to the Mortgagee the policy or policies of insurance and the receipt for every sum payable as aforesaid or in so delivering any policy or policies or receipt as aforesaid it shall be lawful for but not incumbent upon the Mortgagee to enter into and upon the said premises and put the same into proper and substantial repair or (as the case may be) to insure and keep insured the said buildings in any sum not exceeding the amount aforesaid and to pay the premium and all expenses incurred in so doing or (as the case may be) any such quit-rent assessment rates taxes or other out-goings as aforesaid AND further that the Mortgagor will forthwith repay to the Mortgagee all such premiums, expenses and other moneys with interest thereon at the rate aforesaid from the time of each payment and that until repayment thereby mortgaged premises shall stand charged with the amount to be repaid and interest thereon at the rate aforesaid and that all moneys received in respect of any insurance shall at the option of the Mortgagee be applied either in reinstating or restoring the buildings insured or in or towards payment of the moneys for the time being owing on the security of these presents and the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor now hath power to give and grant a simple mortgage unto the Mortgagee AND it is hereby expressly agreed and declared that should the properties described in the Schedule hereunder prove insufficient when sold to satisfy the amount due under this mortgage the Mortgagor will be personally liable for the amount for the time being due and owing under this mortgagee.

The Schedule above referred to

ALL THAT piece or parcel of land premises situated in the village of _____ in the registration sub-district of _____ in the registration district of _____ and bounded on the north by. _____, on the south by _____ on the east by _____ , and on the west by _____, bearing Re–survey No. _____, and Old Survey No. _____, and containing on the whole by admeasurement _____ (be the same more or less.)

Signed by the Executive Authority / Commissioner / Secretary _____ of the Village Panchayat / Panchayat Union Council / District Panchayat in the presence of :

The common seal of the Village Panchayat / Panchayat Union Council / District Panchayat _____ was hereunto affixed in the presence of _____

IN WITNESS WHEREOF the common seal of the Mortgagor hath hereunto been affixed the day and year first above written.

FORM II - (d)

TRANSFER BY GIFT BY A VILLAGE PA N C H AYAT / PANCHAYAT UNION COUNCIL / DISTRICT PA N C H AYAT TO A PRIVATE PERSON

THIS INDENTURE made the _____ day of _____ year of _____, BETWEEN the Village Panchayat / Panchayat Union Council / District Panchayat of _____ constituted under the Tamil Nadu Panchayats Act, 1994 (Tamil Nadu Act 21 of 1994) (hereinafter called "the Donor"which expression shall where the context so admits include its Successors and Assigns) of the ONE PART and _____, son of _____, residing at _____ (hereinafter called "the Donee"which expression shall where the context so admits include his Heirs, Executors, Administrators, Legal Representatives and Assigns) of the OTHER PA RT:

WHEREAS, the Donor is well and sufficiently entitled free from encumbrances to the piece of land and premises hereinafter described and intended to be hereby granted conveyed and assigned;

AND WHEREAS, the Donor has agreed to transfer the said piece of land and premises to the Donee as a gift to be used for the purposes of _____ subject to the payment by the Donee of all existing and future taxes, charges, assessments and ground-rent in respect of the same and the Donee has agreed to accept the said piece of land and premises subject to the said conditions:

AND WHEREAS, the said piece of land and premises is of the value of Rs. _____ for the purpose of stamp duty:

AND WHEREAS, the Collector of _____ district by an order no. _____ dated the _____ has sanctioned the gift of the property hereinafter contained;

AND WHEREAS, due notice of the gift in manner hereinafter contained has been given in accordance with the provisions of the Rules relating thereto;

AND WHEREAS, the Government of Tamil Nadu have also by an order no. _____ dated the _____ have sanctioned the mortgage of the properties in the manner hereinafter contained;

NOW, THIS INDENTURE WITNESSETH that the Donor doth hereby give, grant, convey and assign unto the Donee who hereby accepts the same ALL THAT piece or parcel of land bearing survey No. _____ in the registration, sub district of _____ in the registration district of _____ and more particularly described in the Schedule hereunder written TOGETHER with all buildings, godowns, trees, commons, hedges, ditches, fences, ways, waters, water-courses, liberties, privileges, easements, advantages and appurtenances whatsoever to the said piece or parcel of land, buildings and premises or any of them in anywise appertaining heretofore occupied or enjoyed therewith AND all the estate, right, title, interest, property – claim and demand whatsoever of the Donor into and upon the same premises TO HAVE AND TO HOLD the said piece or parcel of land and premises hereby given, granted, conveyed and assigned unto the Donee forever AND the Donor doth hereby covenant with the Donee that the Donor now hath good right to grant, convey and assign the premises hereby granted, conveyed and assigned unto the Donee in the manner aforesaid AND that the Donee shall and may at all times hereafter peaceably and quietly posses and enjoy the said premises free from all encumbrances whatsoever from or by the Donor AND further that the Donor and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof from under or in trust for the Donor shall and will, from time to time, and at all times hereafter at the request and cost of the Donee do execute and register or cause to be executed and registered all such acts, deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the Donee in manner aforesaid or as shall or may be reasonably required and the Donee doth hereby covenant with the Donor that he will at all times hereafter bear, pay and discharge all existing and future taxes or charges, assessments payable in respect of the aforesaid land and premises inclusive of the ground rent or assessment of Rs. _____ or any other sum that may, from time to time, be levied as such upon the piece or parcel of land by the Collector of the district on behalf of the Central Government or the Government of Tamil Nadu.

The Schedule above referred to

ALL that piece or parcel of land and premises situated in the village of _____ in the registration sub-district of _____ in the registration district of _____ and bounded on the north by _____, on the south by _____ on the east by _____ , and on the west by _____, bearing Survey No. _____, and containing on the whole _____, by admeasurement _____ or thereabouts.

Signed by the Executive Authority / Commissioner / Secretary _____ of the Village Panchayat / Panchayat Union Council / District Panchayat of in the presence of _____

Signed, sealed and delivered by the above named in the presence of :

The common seal of the Village Panchayat / Panchayat Union Council / District Panchayat was hereunto affixed in the presence of:

IN WITNESS whereof the common seal of the Village Panchayat / Panchayat Union Council / District Panchayat of _____ the Donor was hereunto affixed and the Donee hath hereunto set his hand and seal the day and year first above written.

FORM III - (a)

[see Rule 6(2) and 7(2)]

TRANSFER BY LEASE OF OWN LANDS TO PRIVATE PERSONS BY VILLAGE PA N C H AYAT / PA N C H AYAT UNION COUNCIL / DISTRICT PANCHAYAT

THIS INDENTURE made the _____ day of _____, between the Village Panchayat / Panchayat Union Council / District Panchayat of _____ constituted under the Tamil Nadu Panchayats Act, 1994 (Tamil Nadu Act 21 of 1994) (hereinafter called "the Lessor" which expression where the context admits shall include its Successors and Assigns) of the ONE PART AND _____, son of _____, residing at _____ and carrying on business as _____, (hereinafter called"the Lessee" which expressions where the context admits shall include his Heirs, Executors, Administrators, Legal Representatives and Assigns) of the OTHER PA RT:

WHEREAS, the Lessee has applied to the Lessor for a lease of the property more particularly described in the First Schedule hereunder for the period and the rate of rent and subject to the terms and conditions hereinafter contained:

AND WHEREAS, the Lessor has agreed to grant a lease of the said property in a manner hereinafter contained;

AND WHEREAS, the Collector of _____ district by an order no. _____ dated _____ has sanctioned the lease of the property on and subject to the special conditions contained in the Second Schedule hereunder;

AND WHEREAS, the Government of Tamil Nadu have also by an order no. _____ dated the _____ sanctioned the transfer by lease of the properties in the manner hereinafter contained;

AND WHEREAS, due notice of the lease of the property has been given in accordance with the provisions of the Rules relating thereto;

NOW, THIS INDENTURE WITNESSETH

1. That in consideration of the rent hereby reserved and of the covenant by the Lessee herein contained the Lessor demises unto the lessee ALL that piece or parcel of land together with the building and premises known as _____ situate in the registration sub-district of _____ in the registration district of _____ bearing Survey No _____ for the term of _____ years from the _____ PAYING thereof in advance the monthly rent of Rs. _____ clear of all deductions the first of such payments to be made on the _____.

2. The lease covenants with the Lessor as follows

(1) To pay the reserved rent on or before the first day of each month in advance and in manner aforesaid.

(2) To bear, pay and discharge all existing and future charges, assessments and out-goings payable in respect of the said premises inclusive of the ground – rent of Rs. _____ or any other sum that may, from time to time, be levied as such upon the piece or parcel of land by the Collector of the _____ district on behalf of the Central Government or the Government of Tamil Nadu.

(3) To keep the exterior and the interior of the demised premises and all additions thereto and the boundary walls and fences thereof and the rains soil and other pipes and sanitary and water apparatus and electric fittings and fixtures thereof in good and tenantable repair and condition.

(4) Not to make or permit to be made under any circumstances any alterations in or additions to the demised buildings without the previous consent in writing of the Lessor or its duly authorised officers PROVIDED ALWAYS that if the Lessee is permitted to make any alterations by the Lessor or its duly authorised officers the Lessee shall not be entitled to any compensation therefor.

(5) To permit Lessor and its authorised officers, agents with or without workmen or others at all reasonable times on giving one day's previous notice to enter upon the demised premises and to view the condition therof and upon notice being given by the Lessor or his authorised officers to repair within one month from the service of the notice in accordance therewith.

(6) To observe and fulfil the terms and conditions prescribed by the Inspector and contained in the Second Schedule hereunder.

(7) Not to assign, underlet or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the Lessor or its Authorised Officers.

(8) To yield up the demised premises with all fixtures and additions thereto at the determination of the tenancy in good tenantable repair and condition in accordance with the covenants herein contained.

3. The Lessor covenants with the Lessee as follows

(1) The Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulation herein on his part contained shall peaceably hold, enjoy the demised premises during the said term without any interruption by the Lessor or any person right fully claiming under or in trust for him.

(2) To carry out all repairs to main walls, roof and foundations due to fair reasonable wear and tear, the decision of the Executive Engineer for the time being of _____ division as to the necessity for such repairs being final.

4. PROVIDED ALWAYS and it is hereby expressly agreed by and between the parties hereto as follows:

(1) If the rent hereby reserved or any part thereof shall be unpaid for fourteen days after becoming payable (whether formally demanded or not) or if any covenant on the Lessees part herein contained shall not be performed or observed or if the Lessee or other person in whom for the time being the term hereby created shall be vested shall become insolvent then and in any of the said cases it shall be lawful for the Lessor or its authorised officers at any time thereafter to re-enter upon the demised premises or any part thereof in the name of whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of the breach of any of the Lessees' covenants herein contained.

(2) If at any time it appears to the Collector or the Lessor (whose decision shall be final) that it is necessary in the public interest to determine the lease, it shall be lawful for the said Collector or the lessor forthwith to cancel this lease by notice in writing addressed to the Lessee 604

at his last known place of residence and thereupon this demise shall absolutely determine and the Lessee shall not be entitled to any compensation whatsoever in respect of such determination except a proportionate abatement of any rent that may have been paid by the Lessee in advance.

The First Schedule above referred to

ALL THAT piece or parcel of land and premises situated in the village / town of _____ in the registration sub-district of _____ in the registration district of _____ and bounded on the north by _____, on the south by _____ on the west by _____, and the east by _____, bearing survey No. _____ and Door No. _____ and containing on the whole by admeasurement _____ be the same more or less.

The Second Schedule above referred to

Conditions imposed by the Collector of the _____ district _____ signed by the Executive Authority / Commissioner / Secretary of _____ Panchayat / Panchayat Union Council / District Panchayat in the presence of:

The common seal of the Village Panchayat / Panchayat Union Council / District Panchayat of _____ was hereunto _____ affixed in the presence of:

Signed, sealed and delivered by the above named in the presence of:

IN WITNESS whereof the common seal of the Village Panchayat / Panchayat Union Council / District Panchayat of _____ the Lessor was hereunto affixed and the issue hath hereunto affixed and the issue hath hereunto set his hand and seal the day and year first above written.

FORM III - (b)

[See Rule 8(2)]

TRANSFER BY LEASE OF VESTED LANDS TO THE PRIVATE PERSON BY THE VILLAGE PANCHAYAT / PANCHAYAT UNION COUNCIL / DISTRICT PANCHAYAT

THIS INDENTURE made the _____ day of _____ BETWEEN the Village Panchayat / Panchayat Union Council / District Panchayat of _____ constituted under the Tamil Nadu Panchayats Act, 1994 (Tamil Nadu Act 21 of 1994) (hereinafter called "the Lessor" which expression where the context admits shall include its Successors and assigns) of the ONE PART and _____, son of _____ (hereinafter called "the Lessee" which expression where context admits shall include his Heirs, Executors, Administrators, Legal Representatives and Permitted Assigns) of the O THER PA RT:

WHEREAS, the Lessee has applied to the Lessor for a lease of the property more particularly described, in the First Schedule hereunder for the period and at the rate of rent and subject to the terms and conditions hereinafter contained:

AND WHEREAS, the Lessor has agreed a lease to grant a lease of the said property in manner hereinafter contained;

*AND WHEREAS, the Collector of _____ district by an order no. _____ dated _____ has sanctioned the lease of the property on and subject to the special conditions contained in the Second Schedule hereunder (*retain if necessary)

AND WHEREAS, the Government of Tamil Nadu have also by an order no. _____ dated the _____ sanctioned the transfer by lease of the property in the manner hereinafter contained;

AND WHEREAS, due notice of the lease of the property has been given in accordance with the provisions of the Rules relating thereto;

NOW, THIS INDENTURE WITNESSETH as follows: -

1. In consideration of the rent hereby reserved and of the covenants by the Lessee herein contained the Lessor demises unto the Lessee all that piece of land

forming part of the road – side / street margin and more particularly described in the Schedule attached hereto for a term of

_____ years from the _____ paying therefor in advance the rent of Rs. _____ for each year clear of all deduction the first of such payments to be made on the day of _____

2. The Lessee covenants with the Lessor as follows

(a) To pay the reserved rent on or before the first day of each year in advance and in manner aforesaid.

(b) To bear, pay and discharge all existing and future taxes, charges, assessments and outgoing payable in respect of the demised land (inclusive of the ground–rent of Rs. _____ or any other sum that may, from time to time, be levied as such upon the piece or parcel of land by the Collector of the _____ district on behalf of the Central Government or the Government of Tamil Nadu).

(c) To keep the demised land in good condition.

(d) Not to make or permit to be made under any circumstances any alterations in or additions to the demised land without the previous consent in writing of the Lessor or its duly authorised officers provided always that if the Lessee is permitted to make any alterations by the Lessor or its duly authorised officers the Lessee shall not be entitled to any compensation therefor.

(e) To permit Lessor and its authorised officers or Agents with or without workmen at all reasonable times on giving one day's previous notice to enter upon the demised land and to view the condition thereof.

(f) To use the demised land only for the purposes for which it is leased.

(g) Not to assign on under-let or part with the possession of the demised land or any part thereof without first obtaining the written consent of the Lessor or its authorised officers.

(h) To yield up the demised land in good condition in accordance with the covenants herein contained.

3. The Lessor convenants with the Lessee that the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised land during said time without any interruption by the Lessor or any person rightly claiming under or in trust for the Lessor.

4. The lease is liable to be terminated at any time within the period of the lease without payment of any compensation to the Lessee, if, in the opinion of the Lessor or of the District Collector, it is necessary in the public interest to remove any structure erected on the demised laid.

5. If the rent hereby reserved or any part thereof is not paid, whether formally demanded or not, in accordance with the stipulation herein contained or if any covenant on the Lessee part herein contained shall not be performed or observed or if the Lessee or other persons in whom for the time being the term hereby erected shall be vested shall become insolvent, then and in any of the said cases, it shall be lawful for the Lessor or its authorised officers at any time thereafter to re-enter upon the demised land or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of the breach of any of the Lesses covenants herein contained.

6. If either party shall desire to determine the present demise and shall give to the other party these calendar months previous notice in writing of such desire then immediately on the expiration of the three calendar months the present demise and everything, herein contained shall cease and be void but without prejudice of the remedies of either party against the other in respect of any antecedent claim or breach of covenant.

7. On the expiry of the period for which the lease is granted unless the lease is renewed by the Lessor or when the lease is terminated under clause 4, the Lessee is bound or remove all the structures existing on the demised land. If the Lessee fails to remove the structure within three months from the date on which the lease expired or within three months from the date of the

receipt of a notice under clause 4 whichever is earlier the Lessor shall be at liberty to cause the same to be removed without notice to the Lessee and the Lessee hereby makes himself liable for the cost of such removal and the Lessee shall not claim any compensation for the structure so removed or for any damage or loss caused by such removals.

The First Schedule above referred to

ALL THAT piece or parcel of land premises situated in the village of _____ in the registration sub-district of _____ in the registration district of _____ and bounded on the north by. _____, on the south by _____ on the west by _____ , and on the east by _____, bearing survey No. _____ Door No. _____ and containing on the whole by admeasurement be the same more or less.

The Second Schedule above referred to

Conditions imposed by the Collector of _____ District.

Signed by the Executive Authority / Commissioner / Secretary of _____ Village Panchayat / Panchayat Union Council / District Panchayat in the presence of :

The common seal of the Village Panchayat / Panchayat Union Council / District Panchayat was hereunto affixed in the presence of _____

Signed, sealed and delivered by the above named in the presence of;

IN WITNESS WHEREOF the common seal of the Village Panchayat / Panchayat Union Council / District Panchayat of the Lessor was hereunto affixed and the Lessee hereunto set his hand and seal the day and year first above written.