

Government of Madras

LOCAL ADMINISTRATION DEPARTMENT

G.O. No. 4039, 17th October 1939

Rules—Acquisition and transfer of immovable property by local bodies—Revised rules—Confirmed.

READ—the following papers:—

G.O. No. 4273, L.A., dated 17th November 1937.

From the Commissioner, Srirangam Municipality, dated 25th April 1938, No. 1096/38.

From the President, District Board, Salem, dated 23rd May 1938, No. 852/38-E-8.

From the President, District Board, Kurnool, dated 13th June 1938, No. A-3-752/38.

From the President, District Board, Narasapur, dated 21st June 1938, No. 107-G.D.B./38.

From the Commissioner, Ellore Municipality, dated 19th April 1939, No. 61-G1./38.

Order—No. 4039, L.A., dated 17th October 1939.

In Notification No. 431 published in Part I-A of the *Fort St. George Gazette*, dated the 12th April 1938, the draft of certain rules relating to the acquisition and transfer of immovable property by ^{municipal councils}_{local boards} was published for general information. The suggestions received have been examined and such of them as are suitable have been accepted. The draft rules as revised will accordingly be confirmed.

2. The Commissioner, Srirangam Municipality, presumes that clause (1) of draft rule 1 will not apply to cases of acquisition of land by gift or lease. His presumption is correct. He is also informed that the draft rules will not apply to the leases of the right to collect fees in respect of the use of any ferry, market, cart-stand, slaughter-house or fishery.

3. The appended notification will be published in the *Fort St. George Gazette*.

(By order of His Excellency the Governor)

L. J. MACIVER,
Secretary to Government.

To all Presidents of District Boards (with copies for major panchayats).
" all Executive Authorities of Municipalities (through Chairmen of Municipal Councils).
" the Inspector of Municipal Councils and Local Boards.
" the Director of Public Instruction.
" the Director of Public Health.
" the Surgeon-General.
" the Board of Revenue (3 signed copies) (with spare copies for Collectors, Revenue Divisional Officers, Tahsildars and Deputy Tahsildars).
" the Chief Engineer (General, Buildings and Roads) (through the Public Works Department).
" the Revenue Department.
" the Education and Public Health Department.
" the Public Works Department.
" the Legal Department.
" the Examiner of Local Fund Accounts.
" the Superintendent, Government Press, for publication of notification in the *Fort St. George Gazette*.

RULES

Acquisition of immovable property.

- (i) that in every case where the consideration for the property is not less than Rs. 75, an encumbrance certificate is obtained from the registration office in respect of such property and examined by the legal adviser of the municipal council ^{local board} unless the nature of the transaction is such as will, by law, pass the property free of all encumbrances.

Transfer of immovable property.

6. (1) *Leases of road sides and street margins.*—
Leases of road sides and street margins vested in a

THIS INDENTURE made between _____ son of _____
(hereinafter called the _____)

193
residing at
vendor"

Transfers by lease.

THIS INDENTURE made the _____ day of _____ one thousand nine hundred and thirty _____ between _____, 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 _____ Municipal Council of _____ constituted under Madras Act V of 1920 (hereinafter called the "lessee" which expression where the context admits shall include its successors in office and assigns of the other part.

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 land 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 hereto for the term of _____ years from the day of _____ 19 _____ 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 _____ 19 _____.

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 the interior of the demised premises and all additions thereto the boundary wall and fences thereof the drains soil and other pipes sanitary and water apparatus electric fittings and fixtures thereof in good and tenable 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 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 tenable 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 rightfully 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 14 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 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 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 term hereby granted grant 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.

In WITNESS whereof _____ the lessor hath hereunto set his hand and seal and the common seal of _____ the Municipal Council of _____ the lessee was hereunto affixed the day and year first above written.

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 west by _____ on the east by _____ bearing resurvey No. _____ old survey No. _____ and containing on the whole by admeasurement (be the same more or less).

Signed sealed and delivered by the abovenamed _____ in the presence of _____

Signed by the _____ Commissioner of the Municipal Council of _____ Board _____ in the presence of _____

The common seal of the _____ Municipal Council _____ Board _____ was hereunto affixed in the presence of _____

FORM I (c).

Transfer by mortgage.

THIS INDENTURE made the _____ day of _____ 193 _____ BETWEEN _____ son of _____ residing at _____ (hereinafter called "the mortgagor" which expression shall where the context so admits include his heirs executors administrators and legal representatives) of the one part AND _____ the Municipal Council of _____ constituted under Madras Act V of 1920 (hereinafter called "the mortgagee" which expression shall where the context so admits include its successors and assigns) of the other part:

WHEREAS the mortgagor is well and truly entitled to and possessed of the piece or parcel of land and premises described in the schedule hereto;

AND WHEREAS the mortgagee has agreed to lend the mortgagor the sum of Rs. _____ on having the repayment thereof in manner hereinafter appearing.

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) 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 thereon is commonly called or known as _____ TOGETHER with all buildings godowns trees commons hedges ditches fences ways waters watercourses 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 for ever 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 mortgage money. AND the mortgagor doth hereby covenant with the mortgagee that he the mortgagor will as long as any money shall remain due on the security of these presents keep all the messuages 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 will 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 receipt as aforesaid it shall be lawful for but not incumbent upon the mortgagee to put the said premises 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 premiums and all expenses incurred in so doing or (as the case may be) any such quit-rent assessment rates taxes or 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 the moneys for the time being owing on the security of 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 mortgagee of the said sum of Rs. _____ and all other moneys, if any, due under these presents the mortgagee shall at the request and cost of the mortgagor reconvey 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.

In WITNESS whereof the mortgagor hath hereunto set his hand and seal the day and year first above written.

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 west by _____ on the east by _____ bearing resurvey No. _____ and old resurvey No. _____ and containing on the whole by admeasurement (be the same more or less).

Signed sealed and delivered by the abovenamed _____ in the presence of _____

Transfers by gift.

THIS INDENTURE made the _____ day of _____ one thousand nine hundred and thirty _____ BETWEEN _____ son of _____, residing at _____ (hereinafter called "the donor" which expression shall where the context admits include his heirs executors administrators and legal representatives of the one part and _____ the Municipal Council of _____ constituted under Madras Act V of 1920 (hereinafter called "the donee" which expression shall where the context admits include its successors and assigns) of the other part.

WHEREAS the donor is well and sufficiently entitled free from encumbrances to the piece or parcel 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 AND TO HOLD the said piece or parcel of land and premises hereby granted conveyed and assigned unto the donee for ever 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 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 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 donee in manner aforesaid or as shall or may be reasonably required.

In WITNESS whereof the donor hath hereunto set his hand and seal and the common seal of _____ the Municipal Council of _____ the Board of _____ the donee was hereunto affixed the day and year first above written.

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 resurvey No. _____ and old survey _____

No. and containing on the whole by
admeasurement (be the same
more or less)

Signed sealed and delivered by the abovenamed
in the presence of

Signed by the Commissioner of the Municipal Council of
President of the Board
in the presence of

The common seal of the Municipal Council of
the Board of
was hereunto affixed in the presence of

SCHEDULE II.

FORM II (a).

Transfer by sale.

THIS INDENTURE made the day of
193 BETWEEN the Municipal Council of
Board
constituted under Madras Act V of 1920 (hereinafter called
Madras Act XIV of 1920
"the vendor" which expression shall where the con-
text admits include its successors and assigns) of
the one part (AND) son of
residing at (hereinafter called "the
purchaser" which expression shall where the con-
text admits include his heirs executors administra-
tors legal representatives and assigns) of the other
part.

WHEREAS 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 the 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 day of
has sanctioned the sale of the
property hereinafter contained.

* AND WHEREAS the Government of Madras have
also by an order No. dated the day of
of sanctioned the sale of the pro-
perty hereinafter contained.

AND WHEREAS due notice of the sale of the pro-
perty hereinafter contained has been given in accord-
ance 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. to the vendor paid 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 it
hereunto enabling 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 mes-
suage 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 advantages and
appurtenances whatsoever to the said piece or parcel
of land messuage 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
messuage and premises hereby granted conveyed and
assigned unto the purchaser for ever 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 here-
after peaceably and quietly possess and enjoy the said
premises free from all encumbrances whatsoever and
lawful eviction interruption claim or demand what-
soever 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 thereof 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 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 AND the purchaser doth hereby
covenant with the vendor that he the purchaser as
aforesaid will at all times hereafter pay all assess-
ments and taxes that may now be payable or at any
time hereafter be levied or imposed upon the said
premises hereby conveyed by the Government of
Madras 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.

IN WITNESS whereof the common seal of the Municipal
Council of
Board of
was hereunto affixed and
has hereunto affixed his hand and seal
the day and year first above written.

The schedule above referred to.

ALL THAT piece or parcel of land situated in the
village of in the registration
sub-district of in the registra-
tion district of bearing R.S.
No. O.S. No. bounded
on the north by
on the east by
on the west by
and on the south by
and containing by admeasurement
thereabouts.

Signed by the Commissioner of the Municipal Council of
President of the Board
in the presence of

The common seal of the Municipal Council of
Board of
was hereunto affixed in the presence of
Signed sealed and delivered by the abovenamed
in the presence of

FORM II (b).

Transfer by exchange.

THIS INDENTURE made the day of 193
BETWEEN the Municipal Council of constituted under
Madras Act V of 1920 constituted under Madras
Act XIV of 1920 (hereinafter called "the Municipal Council"
the Board
which expression shall where the context admits
include its successors and assigns) of the one part
AND son of
at (hereinafter called "the party"
of the second part which expression shall where
the context admits include his heirs executors
administrators, legal representatives and assigns) of
the other part.

WHEREAS the Municipal Council is well and truly entitled
to and possessed of the piece or parcel of land
more particularly described in the first schedule
hereto together with the buildings thereon free
from encumbrances and the party of the second
part is also well and truly entitled to and possessed
of the piece or parcel of land more particularly
described in the second schedule hereto together
with the buildings thereon free from encumbrances.

AND WHEREAS the parties 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 hereto
respectively.

AND WHEREAS the Collector of district by an order No.
dated the day of
exchange of the properties in manner hereinafter
contained.

* AND WHEREAS the Government of Madras have
also by an order No. dated the day of
sanctioned the exchange of the properties in
manner hereinafter contained.

* Retain only if value exceeds Rs. 10,000.

AND WHEREAS due notice of the exchange in
manner hereinafter contained has been given in
accordance with the provisions of the rules relating
thereto.

NOW THIS INDENTURE WITNESSETH that in con-
sideration of the conveyance by the party of the
second part hereinafter contained the Board
in pursuance of every statutory and other authority
it hereunto enabling doth hereby grant convey and
assign unto the party of the second part ALL that
piece or parcel of land of the value of Rs.
or thereabouts situated in
and more particularly described in the first sche-
dule 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
whatsoever or any of them in anywise appertaining
premises or any of them heretofore occupied or enjoyed therewith AND all
or heretofore occupied or enjoyed therewith AND all
the estate right title interest property claim and
demand whatsoever of the Board into and
upon the same premises TO HAVE AND TO HOLD the
said piece or parcel of land and premises hereby
granted and assigned or expressed so to be unto the
party of the second part for ever and the party of
the second part doth hereby covenant with
the Municipal Council that he the party of the second
part will at all times hereafter pay the assessment or
ground-rent of such other amount as the Collector of

may from time to time determine and any
other ground-rent 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 Madras or by
any local or other authority AND THIS INDENTURE
FURTHER WITNESSETH that in consideration of the
conveyance by the Board hereinafter con-
tained the party of the second part doth hereby
grant convey and assign unto the Board the value of
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 appur-
tenances whatsoever to the said piece or parcel of
land and premises or any of them in anywise
appertaining or heretofore occupied or enjoyed there-
with AND all the estate right title interest property
claim and demand whatsoever of the party of the
second part into and upon such last-mentioned
parcel of land and premises lastly hereinafter
expressed to be hereby granted conveyed and assigned
unto the Municipal Council for ever and the Board
doth hereby covenant with the party of the second
part that the Board 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 Madras or by
any local or other authority AND THE PARTIES HERETO
MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER
OF THEM that notwithstanding any act deed or thing
done or executed or knowingly suffered to the con-
trary 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 peaceably and quietly possess and
enjoy such last-mentioned premises and receive the
rents and profits thereof without any lawful evis-
tion 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
incumbrances 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
or 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 done 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.

IN WITNESS WHEREOF the common seal of the
Municipal Council was hereunto affixed and
Board
hath hereunto set his hand and seal the day and
year first above written.

The first schedule above referred to.

All that piece or parcel of land 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 Survey No. O.S. No. bounded on the
north by R.S. No. on the east
by R.S. No. on the south by
R.S. No. and on the west by R.S. No.
and containing by admeasurement
or thereabouts.

The second schedule above referred to.

All that piece or parcel of land coloured
in the plan marked B hereto attached and situate
in the village of in
the registration sub-district of
in the registration district of
bearing Resurvey No. O.S. No. bounded
on the north by on the east by
on the south by and on the west by
and containing by admeasurement
or thereabouts.

The common seal of the Municipal Council of
Board of
was hereunto affixed in the presence of
Signed by the Commissioner of the Municipal Council of
President of the Board
in the presence of

Signed sealed and delivered by the abovenamed in
the presence of

[See rule 2 (2).]

FORM II (c).

Transfer by mortgage.

THIS INDENTURE made the day of 193
BETWEEN the Municipal Council of constituted under
Madras Act V of 1920 constituted under Madras
Act XIV of 1920 (hereinafter called "the mort-
gagor" 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
mortgagee" which expression shall where the context
so admits include his heirs executors administrators
and legal representatives) of the other part.

WHEREAS the mortgagor is well and truly entitled
to and possessed of the piece or parcel of land
and premises described in the schedule hereto:

AND WHEREAS the mortgagee has agreed to lend
the mortgagor the sum of Rs. on having the
repayment thereof with interest at the rate herein-
after mentioned secured in manner hereinafter
appearing:

AND WHEREAS the Collector of district
by an order No. dated the day of
of 193 has sanctioned the mortgage of
the properties in manner hereinafter contained.

* Retain if necessary.

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 lessees' covenants herein contained.

(2) If at any time it appears to the Collector of district 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 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.

IN WITNESS whereof the common seal of the Municipal Council of _____ the lessor was hereunto affixed and the lessee hath hereunto set his hand and seal the day and year first above written.

The first 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 west by _____ and on the east by _____ bearing Survey No. _____ and door No. _____ 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 under _____

Conditions imposed by the Collector of District under Rule 4* of the Rules of the Government of Madras published with Local Self-Government Department Notification No. 811, at page 249 of Part I-A of the Fort St. George Gazette, dated the 12th June 1934. No. 424, at page 152 of Part I-A of the Fort St. George Gazette, dated the 22nd April 1924.

Signed by the Commissioner of the Municipal Council of _____ President of _____ Board in the presence of _____

The common seal of the Municipal Council of _____ Board of _____ was hereunto affixed in the presence of _____

Signed sealed and delivered by the abovenamed in the presence of _____

FORM III (b).

Transfer by lease.

THIS INDENTURE made day of 19 BETWEEN the Municipal Council of _____ constituted under Madras Act V of 1920 (hereinafter called "the lessor" which expression where the context admits shall include its successors and assigns) of the one part and _____ residing at _____ and carrying on business as _____ (hereinafter called "the lessee" which expression where the context admits shall include his heirs executors administrators legal representatives and permitted assigns) of the other part.

WHEREAS the lessee has applied to the lessor for a lease of the property more particularly described in the first schedule hereto for the period and at 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 manner hereinafter contained:

*(AND WHEREAS the Collector of _____ district by an order No. _____ dated _____ day of _____ has sanctioned the lease of the property on and subject to the special conditions contained in the second schedule hereto.)

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 _____ and more particularly described in the schedule attached hereto for a term of _____ years from the day of _____ 19____ paying therefor in advance the rent of Rs. _____ for each year clear of all deductions the first of such payments to be made on the _____ day of _____ 193____

2. The lessee covenants with the lessor as follows:—

(a) To pay the reserved rent on or before the 1st day of _____ of each year in advance and in manner aforesaid.

(b) To bear pay and discharge all existing and future taxes charges assessments and outgoings 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 of parcel of land by the Collector of the district on behalf of the Central Government or the Government of Madras).

(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 authorized officers provided always that if the lessee is permitted to make any alterations by the lessor or its duly authorized officers the lessee shall not be entitled to any compensation therefor.

(e) To permit the lessor and its authorized 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 or 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 authorized officers.

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

3. The lessor covenants 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 the said term 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 land.

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 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 authorized 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 lessees' covenants herein contained.

6. If either party shall desire to determine the present demise and shall give to the other party three 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 to the remedies of either party against the other in respect of any antecedent claim or breach of covenant.

* Retain if necessary.

south by _____ on the west by _____ and on the east by _____ bearing Survey 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 under _____

Conditions imposed by the Collector of District under Rule 4 of the Rules of the Government of Madras published with Local Self-Government Department Notification No. 811, at page 249 of Part I-A of the Fort St. George Gazette, dated the 12th June 1934. No. 424, at page 152 of Part I-A of the Fort St. George Gazette, dated the 22nd April 1924.

Signed by the Commissioner of the Municipal Council of _____ President of _____ Board in the presence of _____

The common seal of the Municipal Council of _____ Board of _____ was hereunto affixed in the presence of _____

Signed sealed and delivered by the abovenamed in the presence of _____

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 to 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 costs 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 removal.

8. In witness whereof the common seal of the Municipal Council of _____ Board of _____ the lessor was hereunto affixed and the lessee hath hereunto set his hand and seal the day and year first above written.

The first schedule above referred to.

All that piece or parcel of land and premises situated in the village of _____ in the registration sub-district of _____ and bounded on the north by _____