

**REQUISITIONING AND
ACQUISITION OF
IMMOVABLE PROPERTY
RULES, 1969**

THE REQUISITIONING AND ACQUISITION OF IMMOVABLE PROPERTY RULES, 1969

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THE REQUISITIONING AND ACQUISITION OF IMMOVABLE PROPERTY RULES, 1969

Notification SRO-04 dated 5th January, 1970

In exercise of the powers conferred by section 22 of the Jammu and Kashmir Requisitioning and Acquisition of Immovable Property Act, 1968 (XXXV of 1968) the Government hereby makes the following rules, viz:-

1. Short title

These rules may be called the Jammu and Kashmir Requisitioning and Acquisition of Immovable Property Rules, 1969.

2. Definitions

In these rules—

- (a) "Act" means the Jammu and Kashmir Requisitioning and Acquisition of Immovable Property Act, 1968;
- (b) "Court" means a Principal Civil Court of original jurisdiction in the district in which the property requisitioned or acquired is situated;
- (c) "Form" means a form appended to these Rules;
- (d) "Section" and "Sub-Section" means respectively a section and sub-section of the Act.

3. Procedure to be followed by the competent authority for purposes of section 3(1)

A notice under sub-section (1) and order under sub-section (2) of section 3 of the Act shall be in Form "A".

4. Order of requisitioning

The order of requisition under sub-section (3) of section 3 of the Act and the notice under sub-section (1) of section 4 of the Act shall be issued in Form "E".

5. Breaking open of locks on requisitioned property

Where the possession of a requisitioned property is not handed over in compliance with an order issued under sub-section (1) of section 4 of the Act and the premises are found locked, the competent authority or any other person authorized by it in writing in this behalf may break open the lock in the presence of two witnesses and take possession of the property:

Provided that:-

- (i) before any such action is taken the competent authority shall satisfy itself that the order under sub-section (1) of section 4 has been duly served on the party concerned and that the party is evading compliance with the order;
- (ii) the powers under this rule shall not be exercised at any time after sunset or before sunrise; and
- (iii) where possession is taken in pursuance of the powers conferred by this rule, an inventory of the articles found in the premises shall be made in the presence of two witnesses and such articles shall be stored in safe custody.

6. Repairs to requisitioned premises

A notice under section 5 of the Act shall be in Form "F". The time for execution of repairs to be specified in the notice shall be such as the competent authority may deem reasonable having regard to the nature of repairs and other circumstances of the case.

7. Procedure to be followed releasing the property

(1) For the purpose of sub-section (2) of section 6 the competent authority may, if it considers it necessary so to do, make or cause to be made by an officer empowered in this behalf by it, an enquiry to obtain information in respect of the following matters, namely:-

- (i) the name and the address of the person from whom the property was requisitioned;

- (ii) the name and address of the person in possession of the property at the time the property was requisitioned;
- (iii) the name of person who has been receiving compensation;
- (iv) whether any alternative accommodation was provided to the occupant when the property was requisitioned or whether any compensation was paid to him for vacating the property, or whether the occupants, if any, relinquished their claims for re-occupation of the property;
- (v) whether the occupant was bona fide tenant of the property or was an authorized occupant or has not claim in law for the requisition of the property;
- (vi) whether the owner of the property on whom the requisitioning order was first served, had sold the property and if so to whom;
- (vii) in case the property has been sold, whether the owner has sold all rights in respect of the property;
- (viii) whether there is any objection to the property being de-requisitioned in favour of the owner from whom the property was requisitioned;
- (ix) the state of repairs of property at the time of enquiry;
- (x) whether any structure or articles belonging to Government have been erected or installed in the property and their value;
- (xi) the conditions of the property at the time of requisition and whether the property is in as good a condition as it was when possession thereof was taken subject to change caused by reasonable wear and tear or irresistible force;
- (xii) the estimated cost of restoration; and
- (xiii) any other matter that the competent authority may consider necessary for the purpose of specifying the person to whom possession of the property may be given.

(2) Before issuing an order of release under sub-section (1) of section 6 of the Act, the competent authority shall obtain the approval of the Government in the Administrative Department concerned.

(3) An order under sub-section (2) of section 6 shall be issued in Form "G".

(4) A notice under sub-section (4) of section 6 shall be in Form "H".

8. Acquisition of requisitioned property

A notice under sub-section (1) of section 7 of the Act calling upon the owner or any other person interested in a requisitioned property to show cause why the property should not be acquired, shall be in Form "I". A notice of actual acquisition shall be in Form "J".

9. Compensation

(1) An authority to whom the powers of the Government have been delegated shall, as far as may be associate with itself the local officer of the Government concerned with the property in fixing compensation under clause (a) of sub-section (1) of section 8, and obtain the approval of the Government in the Administrative Department concerned (or) any officer authorized by the Government in this behalf.

(2) Compensation for requisitioned property, other than agriculture land, shall be paid by the competent authority quarterly in arrears. In the case of agriculture land, the compensation shall be paid either annually or on release of the land, whichever is earlier. The compensation shall be paid either in cash or by cheque at the discretion of the competent authority.

¹(2-A) In determining the compensation of agricultural and other lands under clause (a) of sub-section (2) of section 8 of the Act, the Competent Authority shall have regard to the following rates of rent w.e.f. 16-02-1998, which the Government consider minimum for different categories of lands in the State:-

¹ Sub-rule (2-A) of rule 9 substituted vide SRO-443 dated 1st October, 1999.

S.No.	Category of land	Rate of rent per Kanal per annum in Kashmir and Jammu Divisions
1	2	3
1.	Class-I	
	(a) Irrigated	Rs. 750/-
	(b) Irrigated (Double cropped)	Rs. 1125/-
2.	Class-II	
	(a) Irrigated	Rs. 750/-
	(b) Un-irrigated	Rs. 375/-
3.	Class-III	
	Un-cultivable	Rs. 275/-
4.	Fruit bearing Orchard	Rs. 1050/-
5.	City Land falling under Jammu Municipality/ Srinagar Municipality/ Poonch Municipality (including Srinagar and Jammu Cantt.)	Rs. 4500
6.	Land falling under Town Area Committee	Rs. 2250/-
7.	Land falling under Notified Area Committee	Rs. 1800/-

¹(2-B) The rent determined by the Competent Authority shall be revised by him after every five years from the date of such determination.]

(3) The Competent authority shall, as soon as may be practicable after the making of a requisitioning order or the service of a notice of acquisition, communicate to each person interested an offer of what in the opinion of the competent authority is a fair amount of compen-

¹ Sub-rule (2-B) of rule 9 inserted vide SRO-179 dated 29th March, 1979.

sation payable to such person in respect of the property requisitioned or acquired.

(4) If the owner of the property is not readily traceable or if there be no person competent to alienate the property or if the ownership of the property is in dispute or if there be any dispute as to the title to receive the compensation or as to the apportionment of the amount offered as the compensation, the competent authority shall deposit in Court the amount of the compensation as determined by him under clause (a) of sub-section (1) of section 8. The competent authority shall at the same time submit to the Government report setting forth the full facts of the case with all connected papers and apply for the appointment of an arbitrator. Where the compensation is recurring, the competent authority shall, in cases covered by this sub-rule; deposit the amount in Court from time to time in arrear as if falls due.

(5) (i) Every person interested to whom an offer is made under sub-rule (3) shall, within fifteen days of the receipt of the offer, communicate in writing to the competent authority his acceptance or otherwise of the offer. If he accepts the offer, the competent authority shall enter into an agreement with him on behalf of the Government in Form "K".

(ii) In the following circumstances, the competent authority may at his discretion make to an eligible claimant on account payment upto 80 per cent of the amount which in his opinion is likely to be assessed as compensation or recurring compensation, as the case may be:-

- (a) when there is likely to be delay in assessing compensation;
- (b) where the competent authority has made an assessment but there is delay in reaching an agreement though there is a reasonable prospect of agreement being reached; or
- (c) where it is clear that an agreement cannot be reached.

(iii) If the competent authority makes an "On account" payment under clause (ii), he shall enter into an agreement with the person to whom payment is made on behalf of the Government in Form "L" with such modification as the nature of the case may require.

(6) If any person to whom an offer is made under sub-rule (3) does not accept the offer or does not within fifteen days of the receipt of the

offer communicate in writing to the competent authority his acceptance or otherwise of the offer, the competent authority shall as soon as may be submit to the Government a report setting forth the full facts of the case. Particularly as regards the nature and extent of disagreement between himself on the one hand and the said person on the other hand and he shall also forward with the report all connected papers. The competent authority shall at the same time deposit in Court the amount offered by him to the said person under sub-rule (3).

10. Arbitration

(1) An arbitrator appointed under clause (b) of sub-section (1) of section 8 shall ordinarily complete the arbitration proceedings and give his award within four months. If for any reason he is unable to give his award within that period, the Government (or the authority to which the power of the Government under clause (b) of sub-section (1) of section 8 has been delegated), may, if it thinks fit, whether the time for making the award has expired or not and whether the award has been made or not, enlarge from time to time, the time for making the same.

(2) An arbitrator shall take down the evidence of each witness, not ordinarily in the form of question and answer, but in that of narrative and shall sign it.

(3) Where before an arbitrator is able to finish the arbitration proceedings and make his award, a new arbitrator is appointed, the new arbitrator may deal with the evidence taken down by his predecessor as if such evidence had been taken down by him and may proceed with the arbitration proceedings from the stage at which his predecessor left it.

(4) The costs of arbitration and award shall be in the discretion of the arbitrator who may direct to and by whom, and in what manner they or any part thereof shall be paid, and in case an appeal is preferred to the High Court, such costs and costs of the appeal shall be in the discretion of the High Court, who may direct to, and by whom, and in what manner, they or any part thereof shall be paid.

(5) When the arbitrator has made his award he shall sign it and shall give notice in writing to the parties to the reference of the

making and signing thereof. He shall also send to the competent authority as well as to the person or persons to be compensated a copy of the award with a note appended thereto setting forth the grounds on which the award is based and shall also forward the award in original together with the records of the proceedings,-

- (a) to the proper Court if an appeal is preferred against the award within the period of limitation prescribed for preferring such appeal;
- (b) to the competent authority if no such appeal is preferred within the said period;

(6) On receipt of a copy of the award, the competent authority shall pay the amount awarded by the arbitrator to the person entitled thereto.

11. Money deposited in Court

If any money is deposited in Court under rule 9(4) or rule 9(6), the Court shall deal with it in the manner laid down in section 33 and 34 of the Land Acquisition Act, 1990.

12. Summoning of persons and witness and production of documents

An order under section 11 of the Act summoning and enforcing the attendance of any person and examining him on oath or requiring the discovery and production of any document shall be issued in Form "B". An order requisitioning public records from any Court or office shall be issued in Form "G", while an order issuing commissions for examination of witnesses shall be in Form "D".

13. Inspection of premises

The competent authority or any officer, empowered in this behalf by such authority, by general or special orders, shall not, in exercise of the powers conferred by section 13, enter upon any property after sunset or before sunrise.

FORM "A"
(See Rule 3)
NOTICE AND ORDER

WHEREAS, I.....(name and designation) being the competent authority under Requisitioning and Acquisition of Immovable Property Act, 1968 and of the opinion that the property described in the Schedule hereto annexed is needed /or likely to be needed for a public purpose, to wit¹being a purpose of the Union State and that the said property should be requisitioned;

NOW, THEREFORE, in exercise of the powers conferred by sub-section (2) of section 3 of the said Act, I, as the competent authority, hereby call upon being the ²Owner of the said property (Name of person) (Person in possession) to show cause within fifteen days of the date of service of this instrument upon him by the said property should not be requisitioned and I further direct that neither the owner of the said property nor any other person shall without my permission dispose of or structurally alter the said property to let it out to a tenant until the expiry of two months from the date of service of this instrument upon him.

Competent Authority.

SCHEDULE

Signature
Designation

To
.....
.....
.....

1 Here mention the purpose for which the property shall be requisitioned.
2 Strike off the irrelevant words.

FORM "B"
(See Rule 12)

Case No. of 19
 In the office of requisitioning acquisition/ fixation of
 compensation in respect.
 To

WHEREAS your attendance is required to give evidence/produce
 the documents described in the list enclosed in the above case, you
 are required (personally) to appear before the undersigned on the
 day of 19 at
 O'clock in the forenoon/afternoon and to bring with you (or to sent to
 this office) the said documents.

In case you fail to comply with this order without lawful excuse
 you will be subject to the consequence of non-attendance laid down in
 rule 12 of Order XVI of the Civil Procedure Code.

Given under my hand and the seal of this office this
 day of 19
 Seal Competent Authority/Arbitrator.

FORM "C"
(See Rule 12)

REQUISITION FOR PUBLIC RECORD

To

Please arrange to send per bearer/through your clerk on
 the Public record (s) mentioned below for my examination
 in connection with the proposed requisitioning/Acquisition/fixation of
 compensation in respect of

Given under my hand and the seal of this office this day
 of 19
 Details of record:
 Seal Competent Authority/Arbitrator

FORM "D"
(See Rule 12)

FORM OF COMMISSION

IN THE MATTER OF
 It is ordered as follows:

1. A Commission may issue directed to of for the
 examination upon interrogatories or viva voce before the aforesaid
 Commissioner of the following witnesses:-

- (1)
- (2)
- (3)

2. In the event of any witness on his examination cross examina-
 tion or re-examination producing any book, document, letter paper,
 or writing, and refusing for good cause to be stated in his deposition,
 to part with the original thereof, then a copy thereof, or extract
 therefrom certified by the Commissioner to be a true and correct copy
 of extract shall be annexed to the witness's deposition.

3. Each witness to be examined under the Commission shall be
 examined on oath, affirmation or otherwise in accordance with his
 religion by or before the said Commissioner.

4. The depositions to be taken under and by virtue of the said
 Commission shall be subscribed by the witness or witness and by the
 Commissioner.

5. The interrogatories cross interrogatories and deposition, to-
 gether with any document referred to therein or certified copies
 thereof or extracts therefrom shall be sent to the competent author-
 ity/arbitrator on or before day of or such further
 or other day as may be ordered by registered post.

Dated this day of 19.....

 Competent Authority/Arbitrator

FORM "E"

(See Rule 4)

ORDER AND NOTICE

Whereas by a notice issued or deemed to be issued under sub-section (2) of section 3 of the Requisitioning and Acquisition of Immovable Property Act 1968 was (enter the name of the person) called upon to show cause within the period specified therein why the property specified in the schedule hereto annexed should not be requisitioned;

AND WHEREAS the said period has expired and no cause has been shown against the said notice or the cause shown against the said notice has been considered;

NOW, THEREFORE, in exercise of the powers conferred by sub-section (3) of section 3 and by section 4 of the said Act.

I, being a competent authority under the (name and designation) said Act, having been satisfied that it is necessary or expedient so to do hereby requisition the said property and I hereby order the said (enter the name) to surrender or deliver possession thereof to (enter the designation of the officer) within thirty days of service of this notice. If the said (enter the name) refuses or fails to comply with the above order it shall be lawful for me to take possession of the property and for that purpose to use such force as may be necessary.

SCHEDULE

Signature
Designation

To
.....
.....

FORM "F"

(See Rule 6)

ORDER

WHEREAS THE premises known as have been requisitioned under section 3 of the Requisitioning and Acquisition of Immovable Property Act, 1968 or are deemed to have been requisitioned under that section, by virtue of the provisions of section 2 of the said Act;

AND WHEREAS the said premises are in need of repairs specified in the Schedule hereto appended;

NOW THEREFORE, in exercise of the powers conferred by section 5 of the said Act, I (enter the name) being the competent authority under the said Act, do hereby order, the landlord of the said premises to execute the repairs, specified in the Schedule, being repairs which are necessary and are usually made by landlords in the locality in which the premises are situated within a period of from the date of service of this notice.

If the said landlord fails to execute the repairs specified in this order within the aforesaid period, I shall cause the same to be executed at his expenses and the cost thereof shall without prejudice to any other mode of recovery, be deducted from the compensation payable to him.

SCHEDULE

Signature
Designation

To
.....
.....

FORM "G"

[See Rule 7(3)]

ORDER

WHEREAS the property specified in the Schedule hereto annexed was requisitioned by the order of the No. dated with effect from the until further orders of the Government.

AND WHEREAS the Government have now decided that the said property shall be released from requisition with effect from

NOW, THEREFORE, in exercise of the powers conferred by sub-section (2) of section 6 of the Requisitioning and Acquisition of Immovable Property Act, 1968, I, (enter name and designation) being the competent authority, hereby specify Mr/Messrs as the person/persons to whom possession of the said property shall be given.

SCHEDULE

Signature
Designation

To
.....
.....

FORM "H"

[See Rule 7 (4)]

NOTE

WHEREAS the property specified in the Schedule hereto annexed was requisitioned by the order of the No. dated with effect from until further orders of the Government;

AND WHEREAS the Government have decided that the said property shall be released from requisition;

AND WHEREAS in exercise of the powers conferred by sub-section (2) of section 6 of the Requisitioning and Acquisition of Immov-

able Property Act, 1968, I (name and designation) being a competent authority under the said Act have specified Shri as the person to whom possession of the said property shall be given.

NOW, THEREFORE, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, I (name and designation) do hereby declare that the said property is released from requisition.

SCHEDULE

Signature
Designation

To
.....
.....

FORM "I"

[See Rule 8]

NOTICE

WHEREAS the Government is of the opinion that the property described in the Schedule hereto annexed which is subject to requisition should be required for a public purpose, namely:-

NOW, THEREFORE, in exercise of the powers conferred by sub-section (1) of section 7 of the said Requisitioning and Acquisition of Immovable Property Act, 1968 the Government do hereby call upon Shri being the owner of the said property to show cause within fifteen days of the date of service of this notice upon him why the said property should not be acquired.

SCHEDULE

Signature
Designation

Seal
To
.....

FORM "J"

(See Rule 8)

NOTICE

WHEREAS notice under the proviso to sub-section (I) of section 7 of the Requisitioning and Acquisition of Immovable Property Act, 1968 was issued by the Government to Shri being the owner of the said property, calling upon him to show cause within the period specified therein why the said property should not be acquired;

AND WHEREAS the said period has expired and no cause has been shown against the said notice/the cause shown against the said notice has been considered;

NOW, THEREFORE, in exercise of the powers of sub-section (1) of section 7 of the said Act, the Government having been satisfied that it is necessary so to do, do hereby acquire the said property.

SCHEDULE

Signature
Designation

FORM "K"

[See Rule 9 (5) (1)]

**FORM OF AGREEMENT TO BE MADE ON BEHALF OF
THE GOVERNMENT WITH OWNERS OF IMMOVABLE
PROPERTY REQUISITIONED WHEN PAYMENT IS
MADE IN FULL**

MEMORANDUM OF AGREEMENT made this day of One thousand nine hundred and fifty between son of by occupation and at present residing at (hereinafter referred to as "the owner" owners which expression shall unless excluded by or repugnant to the context be deemed to include his heirs/their respective executors, administrators and assigns of the one part and the Government of Jammu and Kashmir State (hereinafter referred to as "the Government") which expression shall mean and include his successors in office and assigns of the other part;

WHEREAS the immovable property particulars whereof are set out in the Schedule hereunder written (hereinafter called the said property) has been requisitioned under the Requisitioning and Acquisition of Immovable Property Act, 1968 and rules framed thereunder and on theday oftaken possession of by or on behalf of or under the authority of the Government;

AND WHEREAS the owner has/owners have represented and stated to the Government that the owner/owners alone is/are entitled to all compensation payable in respect of the said property and no other person has any right to such compensation or any part thereof;

AND WHEREAS the said property consists, inter alia of land and structure and the Government has dismantled the said structures;

AND WHEREAS the owner/owners and the Government have mutually agreed to settle the amount of compensation payable by the Government to the owner/owners in connection with the said requisition in the matter hereinafter appearing.

Now it is hereby agreed by and between the parties as follows:-

1. The Government shall pay and the owner/owners shall accept and receive a sum of Rs. in full settlement of the compensation for the structures (omit if the owner had no structures).

2. The Government shall pay and owner/owners shall accept and receive a payment of Rs. per month/quarter/year in arrear for the said property with effect from the said day of 19 so long as the Government shall remain in possession thereof and the requisition continues.

3. The owner/owners shall not claim or be entitled to any other compensation whatsoever in connection with the said requisition;

Provided that the owner/owners may claim variation of compensation if the rent of the premises considered as on lease to the Government is variable any reason of any statutory provisions.

4. The owner/owners shall meet and pay the revenue, rent, municipal taxes, and all other outgoings relating to the said property whether payable by the owner/owners or the occupier thereof.

5. If it hereafter transpires that the owner/owners is/are not entitled or exclusively entitled to the compensation payable in respect

of the said property or if the Government have to pay any compensation to any other person, the owner/owners shall refund to the Government the compensation paid or such part thereof as the owner/owners is/are not entitled to and shall otherwise identify the Government against any loss or damage suffered by the Government by reasons of any fault or defect in remedies for the enforcement of such refund and indemnity the and Government may recover any sum payable by law of refund and or indemnity as arrears of land revenue.

6. Should any dispute or difference arise out of or concerning the subject matter of these presents or any Covenant clause or thing herein, contained or otherwise arising out of the requisition aforesaid the same shall be referred to an arbitrator to be appointed by the Government and the decision of such arbitrators shall be conclusive and binding on the parties hereto.

SCHEDULE ABOVE REFERRED TO

(Particulars and description of property requisitioned)

In witness whereof these presents have been executed the day and year first above written.

Signed and delivered by the above named owner/owners in presence of

Signed and delivered for and on behalf of the Governor in the presence of

FORM "L"

[See Rule 9 (5) (iii)]

FORM OF AGREEMENT TO BE MADE ON BEHALF OF THE GOVERNMENT WITH OWNERS OF IMMOVABLE PROPERTY REQUISITIONED WHEN THE PERSONS TO BE COMPENSATED ARE KNOWN BUT FOR THE WANT OF AGREEMENT AS TO THE AMOUNT OF COMPENSATION CERTAIN SUMS ARE PAID ON ACCOUNT

MEMORANDUM OF AGREEMENT made this day of One thousand nine hundred and fifty between son of by occupation at present residing at

..... (hereinafter referred to as the owner/owners which expression shall unless excluded by or repugnant to the context be deemed to include his/their respective heirs, executors administrators and assigns) of the one part and the Government of Jammu and Kashmir State (hereinafter referred to as the "GOVERNMENT" which expression shall mean include his successor in office and assigns) of the other part;

WHEREAS the immovable property particulars whereof are set out in the Schedule hereunder written (therein after called and said property) has been requisitioned and under the Requisitioning and Acquisition of Immovable Property Act, 1968 and the rules Framed thereunder and on the day of 19 taken possession of by or on behalf of or under the authority of the Government;

AND WHEREAS the said owner/owners has/have represented and stated to the Government that the owner/owners alone is/are entitled to all compensation payable in respect of the said property and no other person has any right to such compensation or any part thereof;

AND WHEREAS no agreement having been arrived at between the parties as to the amount of compensation payable to the owner/owners and the Government has at the request of the owner/owners "on account" pending as agreement between the parties as to the amount of compensation payable or the final determination of such amount under the law. Now this agreement witnessing as follows:-

1. The Government shall pay and the owner/owners shall accept and receive payment of Rs. per month/quarterly/year for the said property with effect from the said day of 9 pending agreement as to or determination of the amount payable as compensation to the owner/owners.

2. Upon such agreement of determination of the amount payable as compensation as aforesaid and an account shall be prepared crediting the Government with the payments made by the Government as aforesaid and debiting the Government with the amount payable as compensation. If any such account being prepared there is a balance in favour of the Government, the amount of such balance

shall be forthwith refunded by the owner/owners to the Government if there is a balance payable to the owner/owners, the Government shall pay the amount thereof to the owner/owners.

3. If it hereafter transpires that the owner/owners is/are not entitled or exclusively entitled to the compensation payable in respect of the said property or if the Government have to pay any compensation to any other person the owner/owners shall refund to the Government the payment made hereunder and shall otherwise indemnify the Government against any loss or damage suffered by the Government by reason of any fault or defect in his/their title as represented him/them without prejudice to any other remedies for the enforcement of any of refund and/or indemnity and the Government may recover any sum payable by way of refund and or indemnity, as arrears of land revenue.

4. Should any dispute or difference arise of or concerning the subject matter or these presents or any Covenant clause or thing herein contained or otherwise arising out of the requisition aforesaid the same shall be referred to any arbitrator to be appointed by the Government and the decision of such arbitrator shall be conclusive and binding on the parties hereto.

SCHEDULE ABOVE REFERRED TO

In witness whereof these presents have been executed the day and year first above written.

Signed and delivered by the above named owner/owners in the presence of

Signed and delivered for and on behalf of the Governor in the presence of

