

অসম বিধান সভা
তৰাবিহীন প্ৰশ্ন নং : ৩০২
উত্তৰ দানৰ তাৰিখ : ১৪-০৭-২০২৬

বিষয় : টঙীয়া এলেকাৰ তথ্য।

মঃ বদৰুদ্দিন আজমল, বিধায়ক :

মাননীয় পৰিৱেশ আৰু বন বিভাগৰ মন্ত্ৰী মহোদয়ে অনুগ্ৰহ কৰি জনাবনে :

- ক) অসমৰ কোন কোন বনভূমিত বিগত দিনত কিছু ভূমিহীন লোকক চৰ্ত সাপেক্ষে বসবাস কৰাৰ আৰু খেতি-বাতি কৰাৰ অনুমতি প্ৰদান কৰা হৈছিল? (বন্দোৱস্তি দিয়া বনভূমিৰ পৰিমাণ আৰু হিতাধিকাৰীৰ সংখ্যা উল্লেখ কৰি পৃথক পৃথক বনাঞ্চলৰ তথ্যভিত্তিক তালিকা দিব)।
- খ) নগাঁও আৰু হোজাই জিলাৰ কোন কোন বনাঞ্চলত কিমান লোকক (টঙীয়া) বনভূমি আবণ্টন দিয়া হৈছিল? (বন্দোৱস্তিৰ তাৰিখ, চৰ্তাৱলী আৰু উপভোক্তা সকলৰ তালিকাসহ বিভাগে জাৰি কৰা আদেশ/জাননী আদিৰ প্ৰতিলিপি সদনত দাখিল কৰিব)।
- গ) টঙীয়াৰ মাটিত বসবাস কৰা লোকসকলক উচ্ছেদৰ জাননী প্ৰেৰণ কৰা হৈছে নেকি? যদি দিয়া হৈছে কিয়? (বিতং তথ্য দিব)।
- ঘ) অসমৰ কোনো এলেকাত পূৰ্বৰ পৰাই জনসাধাৰণ বসবাস কৰি থকা স্বত্বেও PRF হিচাপে ঘোষণা কৰা হৈছে নেকি? যদি হৈছে তাত পূৰ্বৰে পৰাই বসবাস কৰি থকা লোকসকলক পুনঃ সংস্থাপনৰ বাবে কি ব্যৱস্থা লোৱা হৈছে?
- ঙ) অসমৰ কোন কোন বনাঞ্চলত কিমান লোকক উচ্ছেদ কৰা হৈছে আৰু তাৰে ভিতৰত কিমান লোকক পুনঃসংস্থাপনৰ দিয়া হৈছে ?

উত্তৰ:

পৰিৱেশ, বন আৰু জলবায়ু পৰিৱৰ্তন বিভাগৰ মাননীয় মন্ত্ৰী শ্ৰী জয়ন্ত মল্ল বৰুৱা মহোদয়ে উত্তৰ দিব :

- (ক) অসমৰ বনভূমিত চৰ্ত সাপেক্ষে টঙীয়া গাওঁত বসবাস আৰু খেতি-বাতি কৰাৰ অনুমতি প্ৰদানৰ তথ্য বনাঞ্চল ভিত্তিক তলত উল্লেখ কৰা হ'ল :-

ক্রমিক নং	বন সংমণ্ডলৰ নাম	বনাঞ্চলৰ নাম	হিতাধিকাৰীৰ সংখ্যা (পৰিয়াল)	মাটিকালিৰ পৰিমাণ (হেক্টৰ)
১	নগাঁও বন সংমণ্ডল, নগাঁও	লুটুমাৰী	৩০০	১৬০
২		খোলাহাট	১৪২	৯৫.০৪
৩		কিলিং	১০৭	১৮
৪	ডিগবৈ	নামফাই	১৬০	৬৪
৫	ডিব্ৰুগড়	জকাই	৭৭৬	৭৯৫.০৯৭
৬		নামডাং		
৭		ডিহিংমুখ		
৮		টেলপানী		
৯	যোৰহাট	দিচৈ ভেলি	৫	২.৮৮
১০	দক্ষিণ নগাঁও	যমুনা মৌডংগা	২০	১৬.০৫

উল্লেখ থাকে যে, মহামান্য উচ্চতম ন্যায়ালয়ে ০৮/০৬/২০২৬ তাৰিখে দিয়া আদেশৰ conclusion Para-7 মৰ্মে টঙীয়া গাওঁ সমূহকো অবৈধ আৰু বেদখলকাৰী হিচাপে গন্য কৰা হয় আৰু উচ্ছেদিত হ'ব লাগে বুলি ৰায় প্ৰদান কৰা হয়।

(খ) নগাঁও জিলাত নগাঁও বন সংমণ্ডলৰ অধীনত লুটুমাৰী আৰু খোলাহাট সংৰক্ষিত বনাঞ্চলত মুঠ ৩৫৯ টা পৰিয়ালক ১৮১.৩২ হেক্টৰ বনভূমি আৰু হোজাই জিলাত দক্ষিণ নগাঁও বন সংমণ্ডলৰ অধীনত যমুনা মৌডংগা সংৰক্ষিত বনাঞ্চলত মুঠ ২০টা পৰিয়ালক ১৬.০৫ হেক্টৰ বনভূমি আৱণ্টন দিয়া হৈছিল।

নগাঁও বন সংমণ্ডলৰ অন্তৰ্গত বনভূমি বন্দোৱস্তিৰ তথ্য তালিকা সংলগ্ন “১” ত আৰু দক্ষিণ নগাঁও বন সংমণ্ডল অন্তৰ্গত বনভূমি বন্দোৱস্তিৰ তথ্য তালিকা সংলগ্ন “২” ত দাখিল কৰা হ’ল।

(গ) নগাঁও বন সংমণ্ডল, নগাঁও আৰু দক্ষিণ নগাঁও বন সংমণ্ডল, হোজাইৰ অধীনত টঙীয়া মাটিত বসবাস কৰা লোক সকলক উচ্ছেদৰ জাননী জাৰি কৰা হয়।

মহামান্য উচ্চতম ন্যায়ালয়ে ০৮/০৬/২০২৬ তাৰিখে দিয়া আদেশৰ conclusion Para-7 মৰ্মে টঙীয়া গাওঁ সমূহক অবৈধ আৰু বেদখলকাৰী হিচাপে গন্য কৰা হয় আৰু উচ্ছেদিত হব লাগে বুলি ৰায় প্ৰদান কৰা হয়। মহামান্য উচ্চতম ন্যায়ালয়ৰ নিৰ্দেশ মৰ্মে উচ্ছেদৰ জাননী জাৰি হয়। মহামান্য উচ্চতম ন্যায়ালয়ৰ নিৰ্দেশ সংলগ্ন “৩” ত দাখিল কৰা হ’ল।

(ঘ) প্ৰস্তাৱিত সংৰক্ষিত বনাঞ্চল (PRF) সমূহত ঘোষণা কৰাৰ পূৰ্বৰ পৰাই জনসাধাৰণ বসবাস কৰি থকাৰ তথ্য উপলব্ধ নহয়।

প্ৰস্তাৱিত সংৰক্ষিত বনাঞ্চলৰ পৰা সংৰক্ষিত বনাঞ্চললৈ ৰূপান্তৰ কৰিবলৈ অসম বন অধিনিয়ম ১৮৯১-ৰ বিধি নং ৫, উপবিধি চি [5(c)] মতে Forest Settlement Officer (FSO) নিযুক্তি কৰা হয় ইয়াৰ পিছত উক্ত অধিনিয়মৰ বিধি নং ৬, উপবিধি এ [6(a)] আৰু ডি [6(d)], বিধি ৭, বিধি ৮-ৰ উপবিধি ১ [8(1)] আৰু বিধি ১২ মতে ব্যৱস্থা গ্ৰহণ কৰা হয়।

প্ৰস্তাৱিত সংৰক্ষিত বনাঞ্চলত বসবাস কৰি থকা লোকসকলৰ Forest Settlement Officer (FSO) ৰ দ্বাৰা জৰীপ আৰু শুনানি গ্ৰহণ কৰা হয় আৰু শুনানিৰ জৰিয়তে উক্ত ব্যক্তি সকলৰ অধিকাৰ আৰু দাবিসমূহ নিষ্পত্তি কৰা হয়।

(ঙ) বিগত ৫ বছৰত উচ্ছেদ অভিযানৰ দ্বাৰা বেদখলমুক্ত কৰা সংৰক্ষিত বনাঞ্চলৰ নাম আৰু উচ্ছেদিত লোকৰ তথ্য সংলগ্ন ‘৪’ ত দেখুওৱা হ’ল।

পুনঃ সংস্থাপনৰ বিষয়টো বন বিভাগত কোনো আইনী ব্যৱস্থা নাই।

বি.দ্রঃ ওপৰত উল্লেখ কৰা সংলগ্নসমূহ <https://neva.gov.in/> ত দিয়া হ’ল।

উপভোক্তা সকলৰ তালিকা

Sl. No.	Name of Tangiya Village	Name of RF	Name of person	Guardian Name
1	Lutimai	Lutumai	Samsul Tarbiz	Late Nabab Ali
2			Iddrish Ali	Late Moharat Ali
3			Rahim Uddin	Late Mohiz Uddin
4			Sikdar Ali	Late Amsor Ali
5			Siraj Uddin Bhuyan	Late Anar Uddin
6			Abdul Samed	Late Amir Fakir
7			Jainal Abedin	Late Jainal Abedin
8			Toiyab Ali	Late Samsul
9			Habibur Rahman	Late Ayet Ali
10			Abdul Latif	Late Rustam Ali
11			Abdul Sattar	Late Sandai Miya
12			Mofiz Uddin	Late Kuddush Ali
13			Abdul Malek	Late Umed Ali
14			Iman Ali	Late Umed Ali
15			Yub Ali	Late Samsuddin
16			Mojibur Rahman	Late Ayet Ali
17			Siraj Uddin	Late Abdul Barek
18			Abdul Helim	Late Rustam Ali
19			Nayad Ali	Late Samsul Tarbiz
20			Abdul Kuddush	Late Moharat Ali
21			Abdul Sayed	Late Iddrish Ali
22			Sakar Ali	Late Muskat Ali
23			Abdul Rajek	Late Minat Ali
24			Ali Newaz	Late Barik
25			Abdul Rashid	Late Monsur Kha
26			Mohammad Ali	Late Monar Ali
27			Ramjan Ali	Late Yusur Ali
28			Ekinn Ali	Late Kanda Sekh
29			Niyamat Ali	Late Umed Ali
30			Mofiz Uddin	Late Akel Ali
31			Alimon Nesa	Late Mohammad Mofiz
32			Sahej Uddin	Late Akel Ali
33			Salim Uddin	Late Akel Ali
34			Khajan	Late Akel Ali
35			Samir Uddin	Late Delai Ali
36			Habij Uddin	Late Akel Ali
37			Jalan Uddin	Late Mused Ali
38			Faridul Islam	Late Salim Uddin
39			Abdul Rahman Munti	Late Yasim Faraji
40			Mojibur Sekh	Late Monir Uddin
41			Motin Ali	Late Borkat Ali
42			Hajarat Ali	Late Samsuddin
43			Samir Uddin	Late Duhai Ali
44			Main uddin	Late Afaj Uddin

45	Lutimai	Lutumai	Kalu	Late Abbash Ali
46			Moinul Hoque	Late Foiz Uddin
47			Hasmat Ali	Late Ismail Ali
48			Habibur Rahman	Late Nekbar Ali
49			Jamal Uddin	Late Abur Rahman
50			Abdul Mutalib	Late Hafiz Uddin
51			Samed Ali	Late Amir Fakir
52			Rustam Ali	Late Asmat Ali
53			Nabed Ali	Late Alim Sekh
54			Abdul Kadirmir	Late Yasin Mir
55			Nur Uddin	Late Hadayat Ullah
56			Jalil	Late Kalim Sekh
57			Amsor Ali	Late Aman Ullah
58			Mulkat	Late Amer Uddin
59			Sekh Mamud	Late Madu Sekh
60			Abdul Mannan	Late Nasir Uddin
61			Alim Uddin	Late Sadu Sekh
62			Amir Uddin	Late Sekh Mamud
63			Abdul Jalil	Late Sekh Mamud
64			Aftar Uddin	Late Sekh Mamud
65			Taher Uddin	Late Sekh Mamud
66			Abdul Barik	Late Ain Uddin
67			Ain Uddin	Late Allal Uddin
68			Abdul Goni Ali	Late Kudrat Ali
69			Safir Uddin	Late Munna Sekh
70			Rahman Ali	Late Saku Ali Sekh
71			Abdul Kadir	Late Ain Uddin
72			Sukur Ali	Late Ahed Ali
73			Rashid Ali	Late Ain Uddin
74			Mohammad Ajmot	Late Abed Ali
75			Ajitor Ali	Late Ain Uddin
76			Sahed Ali	Late Umruw Sekh
77			Jabed Ali	Late Umruw Sekh
78			Abdul Ali	Late Umruw Sekh
79			Abed Ali	Late Umruw Sekh
80			Abdul Samid	Late Ahmed Ali
81			Jamal Uddin	Late Yansan Ali
82			Rustam Ali	Late Yudur Ali
83			Sekendar Ali	Late Maidor Ali
84			Mamud	Late Omrat Ali
85			Hussain Ali	Late Mohammad Fakir
86			Bodor Uddin	Late Mother Sekh
87			Abdul Mojid	Late Safir Uddin
88			Ali Hussain	Late Safir Uddin
89			Rashid Ali	Late Ain Uddin
90			Ahmed Ali	Late Ashob Ali
91			Newaj Ali	Late Jahur Ali
92			Muslem Uddin	Late Jamed

93	Lutimai	Lutumai	Kuddush Ali	Late Abdul Rajek
94			Khudesh Ali	Late Ibrahim Khan
95			Mukleswar Rahman	Late Amsor Ali
96			Khalilur Rahman	Late Amsor Ali
97			Yushab Ali	Late Abbash Ali
98			Samsul Hoque	Late Yasin Ali
99			Mofiz Uddin	Late Khushfat li
100			Salamat Khan	Late Ismail Khan
101			Babar Ali	Late Khuda Newaj
102			Abdul Hekim	Late Morat Ulla Khan
103			Ajgor Ali	Late Abdul Rahid
104			Badrit Jamal	Late Alsin Ali
105			Safir Uddin	Late Mofiz Uddin
106			Habib Ali	Late Maram Ali
107			Sultan Ali	Late Yasin Ali
108			Montaz Ali	Late Khukur Ali
109			Abdul Jalil	Late Habib Ali
110			Abdul Jabbar	Late Ali Miya
111			Mofiz Uddin	Late Sahid Ullah
112			Murkum Ali	Late Kasem Ali
113			Mokbuta Ali	Late Kasem Ali
114			Mojibuta Hoque	Late Abdul Hussain
115			Bosir Uddin	Late Kutai Miya
116			Mojir Uddin	Late Ismail Ali
117			Surjat Ali	Late Abbash Ali
118			Sabed Ali	Late Abbash Ali
119			Moz Uddin	Late Abbash Ali
120			Abdul Majid	Late Hussain Ali
121			Gafur Ali	Late Akbor Ali
122			Abdul Malek	Late Ator Ali
123			Ali Hussain	Late Amer Uddin
124			Arfan Ali	Late Abdul Hekim
125			Ashan Ali	Late Asrad Ali
126			Yashb Ali	Late Asrad Ali
127			Abdul Rahman	Late Gafur Ali
128			Motleb Ali	Late Ali Newaz
129			Sahar Uddin	Late Amir Hussain
130			Abdul Latif	Late Umer Ali
131			Nur Sekh	Late Kudrat Sekh
132			Abdul Rashid	Late Ajim Miya
133			Robi Hussain	Late Nobo Box
134			Asmat Ali	Late Sahar Uddin
135			Jabed Ali	Late Ashar Ali
136			Hanif Ali	Late Amir Hussain
137			Abdul Majid Ali	Late Sadat Ali
138			Mohar Ali	Late Ibrahim Miya
139			Abdul Kasem	Late Ibrahim Mukti
140			Nayer Ali	Late Mohammad Kadir

141	Lutimai	Lutumai	Mokbul Hussain	Late Asar Ali
142			Ramjan Ali	Late Asar Ali
143			Rustam Ali	Late Abbash Ali
144			Eyjat Ali	Late Rustam Ali
145			Asmot Ali	Late Rustam Ali
146			Abdul Mazjid	Late Najim Uddin
147			Abdul Mannaf	Late Afaz Uddin
148			Hazarat Ali	Late Saheb Ali
149			Saha Ali	Late Rofi Sekh
150			Abdul Rahim	Late Abdul Rahman
151			Asir Uddin	Late Momin Sekh
152			Akash Ali	Late Sadar Ali
153			Akhon Ali	Late Aziz Sekh
154			Abdul Ali	Late Ibrahim Ali
155			Abdul Sattar	Late Sundar Ali
156			Sukur Ali	Late Nozmudin
157			Akher Uddin	Late Ahmed Ali
158			Jabbar Ali	Late Meher Ali
159			Asmot Ali	Late Eyjat Ali
160			Ubed Ali	Late Amir Ali
161			Abdul Motib	Late Haji Diyu Munchi
162			Abdul Rahim	Late Akbar Ali
163			Abdul Rejek	Late Ahmed Ali
164			Malek Ali	Late Akin Ali
165			Kudush Ali	Late Sabed Ali
166			Iddrish Ali	Late Sabed Ali
167			Jinnat Ali	Late Sabed Ali
168			Abdul Malek	Late Rustam Ali
169			Yashb Ali	Late Ash Uddin
170			Abdul Monaf	Late Ash Uddin
171			Abdul Helim	Late Sahar Uddin
172			Innash Ali	Late Saber Ali
173			Sahjahan Ali	Late Ahmed Ali
174			Rustam Ali	Late Sun Ulla Sekh
175			Arfan Ali	Late Abdul Hekim
176			Ashyan Ali	Late Arsaf Ali
177			Yushab Ali	Late Arsaf Ali
178			Abdul Rahman	Late Gafur Ali
179			Abdul Motleb Ali	Late Ali Newaz
180			Sahar Uddin	Late Amir Hussain
181			Abdul Latif	Late Umed Ali
182			Nur Sekh	Late Kudrat Sekh
183			Abdul Rashid	Late Ajim Miya
184			Robi Hussain	Late Nobi Box
185			Ajmat Ali	Late Sahar Uddin
186			Jabed Ali	Late Ashar Ali
187			Hanif Ali	Late Amir Hussain
188			Mojid Ali	Late Samat Ali

189	Lutimai	Lutumai	Ibrahim	Late Usman Munchi
190			Taher Motib	Late Ibrahim Munchi
191			Namer Ali	Late Kader Ali
192			Mohammad Jaban Ali	Late Mamud Ali
193			Ramjan Ali	Late Ramjan Ali
194			Rustam Ali	Late Abbash Ali
195			Eyjat Ali	Late Rustam Ali
196			Amjaz Ali	Late Rustam Ali
197			Abdul Mojid	Late Nijam Uddin
198			Abdul Munnaf	Late Tafij Uddin
199			Hazarat Ali	Late Saheb Ali
200			Saha Ali	Late Rofi Sekh
201			Fojjuddin	Late Safed Ali
202			Asar Uddin	Late Momin Sekh
203			Abdul Barik	Late Eyne Uddin
204			Abdul Goni	Late Kudrat Ali
205			Sachi Bora	Late Kamal Bora
206			Bidyadhar Deka	Late Sakiram Deka
207			Lakhi Kt. Bhuyan	Late Falju Bhuyan
208			Hemakanta Bora	Late Sishuram Bora
209			Putu Bora	Late Dhatu Bora
210			Mohan Gogoi	Late Gahan Gogoi
211			Lahiram Gogoi	Late Hara Kt. Gogoi
212			Dharma Kt. Bora	Late Bhadra Kt. Bora
213			Rema Kt. Baruah	Late Baneshwar Baruah
214			Umesh Ch. Laskar	Late Ghanashyam Laskar
215			Jugen Saikia	Late Adiram Saikia
216			Narayan Kakti	Late Manu Kakati
217			Jugeswar Bordoili	Late Ahom Bordoloi
218			Lakhi Baruh	Late Holi Baruah
219			Golok Bora	Late Bhukhan Bora
220			Munaram Nath	Late Bhareka Nath
221			Jiban Mazumdar	Late Ghana Mazumdar
222			Biren Deka	Late Sukan Deka
223			Lohit Laskar	Late Purna Laskar
224			Motiram Bora	Late Koliram Borah
225			Bhaba Bora	Late Dhiti Bora
226			Melenga Bora	Late Akon Bora
227			Gayaram Bora	Late Dhananjay Bora
228			Gajen Bora	Late Jogen Bora
229			Thane Gogoi	Late Puram Gogoi
230			Robi Das	Late Sivadhan Das
231			Uma Bora	Late Janti Ram Bora
232			Gunaram Bora	Late Deba Kt. Bora
233			Tilak Ch. Bora	Late Deba Kt. Bora
234			Lakhimi Das Bora	Late Deba Kt. Bora
235			Rajani Kt. Rajkhowa	Late Ganak Rajkhowa
236			Bogiram Pathak	Late Bhakatram Pathak

237	Lutimai	Lutumai	Holi Bora	Late Lerela Bora
238			Mohan Bora	Late Jagram Bora
239			Thuleswar Bora	Late Rameswar Bora
240			Pranamika Gogoi	Late Mohan Gogoi
241			Meleng Bora	Late Dhaniram Bora
242			Kamala Bora	Late Deben Bora
243			Akan Gowala	Late Biswanath Gowala
244			Ganamal Laskar	Late Dhaniram Laskar
245			Kolimon Bora	Late Gobar Bora
246			Maneswar Saikia	Late Mosiya Saikia
247			Prema Kt. Goswami	Late Jogen Goswami
248			Bhodai Saikia	Late Bogiram Saikia
249			Mohan Hazarika	Late Bholanath Hazarika
250			Kiran Gogoi	Late Sampu Gogoi
251			Naren Nath	Late Bihuram Nath
252			Padma Kt. Nath	Late Mohibar Nath
253			Ram Nath	Late Saurav Nath
254			Amar Nath	Late Gagan Nath
255			Prafulla Nath	Late Jonaram Nath
256			Jitendra Nath	Late Jonaram Nath
257			Mahananda Nath	Late Jogeswar Nath
258			Biren Khaklari	Late Gaura Kt. Khaklari
259			Chitra Khaklari	Late Mon Bhal Khaklari
260			Upananda Khaklari	Late Barun Khaklari
261			Rajen Basumatary	Late Raseng Basumatary
262			Bhaben Rabha	Late Holiram Rabha
263			Dimeswar Rabha	Late Bhaben Rabha
264			Niranjan Boro	Late Nila Kt. Boro
265			Umar Rabha	Late Haren Rabha
266			Sibin Khaklari	Late Garu Kt. Khaklari
267			Tilken Khaklari	Late Majiram Khaklari
268			Padmalochan Khaklari	Late Dumaram Khaklari
269			Kandaram Khaklari	Late Fedela Khaklari
270			Bhupen Khaklari	Late Biyaram Khaklari
271			Tiken Rabha	Late Montona Rabha
272			Rohini Basumatary	Late Melaram Basumatary
273			Khagen kowar	Late Jaynal Kowar
274			Bhagya Kowar	Late Sodagar Kowar
275			Soubhan Ch. Kowar	Late Jagannath Kowar
276			Hemateron Kowar	Late Bhuyan Teron
277			Lahang Bordoloi	Late Sagar Teron
278			Bhomlo Bordoloi	Late Baliram Teron
279			Hahiram Kowar	Late Baliram Kowar
280			Biren Kowar	Late Sagar Singh
281			Chandradeo Kowar	Late Bhakat Kowar
282			Narayan Kowar	Late Chandra Kowar
283			Birij Kowar	Late Sankar Kowar
284			Gupi Kowar	Late Kanak Kowar

285	Lutimai	Lutumai	Haladhar Kowar	Gupi Kowar
286			Bikender Kowar	Late Upen Kowar
287			Jaharlal Kowar	Late Mahat Singh Kowar
288			Potsingh Bordoloi	Late Dhanmoni Bordoloi
289			Deboram Patar	Late Jayram Patar
290			Pabitra Patar	Late Jayram Patar
291			Momin Patar	Late Pale Patar
292			Bijoy Deka	Late Narayan Kowar
293			Nag Bordoloi	Late Butsingh Bordoloi
294			Padma Bordoloi	Late Jaysingh Bordoloi
295			Betsingh Bordoloi	Late Madhua Bordoloi
296			Kamleswar Bordoloi	Late Tuleswar Bordoloi
297			Putul Bordoloi	Late Naba Bordoloi
298			Ram Prasad Bordoloi	Late Upat Singh Bordoloi
299			Jayram Bora	Late Kameswar Bora
300			Moneswar deori	Late Sunaram deori
301	Sivakunda	Kholahat	Utpal Teron	Kasor Rongpi
302			Pandoi Patar	Mitison patar
303			Podumi Patar	Parel Patar
304			Dhaneswar Patar	Baksingh Patar
305			Tiken Patar	Litor patar
306			Dhiren Patar	Dhansingh Patar
307			Maila Khorai	Dhanmai khorai
308			Bhulsingh Patar	Amarsingh Patar
309			Sarbura teron	Humi Teron
310			Tida Patar	Litor patar
311			Singhmon Patar	Rangsingh Patar
312			Teron Amsi	Rangsingh Patar
313			Indra Patar	Dhaneswar Patar
314			Loimon Patar	Baksingh Patar
315			Ratna Patar	Sunbor Patar
316			Modon Patar	Dhanbor Patar
317			Deka Singh Patar	Dhanbor Patar
318			Mon Singh Patar	Dhanbor Patar
319			Pitsingh Patar	Dhanbor Patar
320			Sangber Amsi	Ram Singh Amsi
321	Borgaon	Kholahat	Subhas Patar	Phukan Patar
322			Sarthe Teron	Phulok Teron
323			Narsingh Teron	Singh Teron
324			Longjang Rongpi	Lingdok Rongpi
325			Sarbura Rongpi	Baroi Rongpi
326			Dhaniram Rongpi	Hemai Rongpi
327			Sarbura Tongbi	Jur Tongbi
328			Moniram Engleng	Sarbura Engleng
329			Lungjeng Rongpi	Sarthe Rongpi
330			Monsingh Engleng	Lungse Engle
331			Kharsingh Teron	Rameshwar Teron
332			Chandra Teron	Singh Teron

333	Borgaon	Kholahat	Monsingh Teron	Narsingh Teron
334			Harakanta Rabha	Prahlad Rabha
335			Jaysingh Timung	Lantuk Timung
336			Kikon Togbi	Aam Togbi
337			Haren Rongpi	Sarthe Rongpi
338			Lunse Rongpi	Sarbura Rongpi
339			Rina Timungpi	Kharsingh Teron
340			Ramoni Teronpi	Hemai Rongpi
341			Chandra Singh Rangpi	Sarbura Rangpi
342	Hatigarh	Kholahat	Durong Tokbi	Longtuk Tokbi
343			Lunse Tokbi	Longtuk Tokbi
344			Lungseng Kro	Sarthe Kro
345			Champa Kropi	Sarthe Kro
346			Borai Ranghang	Sar Ranghang
347			Hajab Tokbi	Longtuk Tokbi
348			Lakeshwar Bordoloi	Rode Bordoloi
349			Barua Tokbi	Kasang Rangpipi
350			Barika Teron	Hawe Teron
351			Jor teron	Hawe Teron
352			Jor Tokbi	Borai Tokbi
353			Habe Tokbi	Longtuk Tokbi
354			Keshab Teron	Bharat Teron
355			Mangal Singh Tokbi	Bekeha Tokbi
356			kalimai Bordoloi	Siba Bordoloi
357			Rupemai Bordoloi	Muken bordoloi
358			Gobindo Bordoloi	Monragi bordoloi
359			Pateshwari deori	Amrit Deori

Divisional Forest Officer,
Nagaon Division, Nagaon

GOVERNMENT OF ASSAM
FOREST DEPARTMENT
No. FR3. 38/74/49
IMMEDIATE
SETTLEMENT BRANCH
Dated Dispur, the 7th June, 1974.

To
The Deputy Commissioner,
Nowgong.

Subject:- Settlement of land in Kaki R.P. and Lutumari R.P.
under Tangiya System.

Reference :- This Deptt's Memo No. FR3.38/74/3, dt. 13.2.74

Sir,

In inviting a reference to this Deptt. Memo quoted above I am directed to clarify that about 700 (seven hundred) evicted families from Kaki R.P. who have no land and no place to go, may be given temporary shelter under Tangiya system in the Kaki R.P. area. I am further directed to say that about 300 (three hundred) evicted families of Lutumari Longjap Reserved Forests after proper screening of the families by the committee.

An application submitted by Shri R.W. Ray Saikia and others praying for shelter under this system in the respective R.P.'s is enclosed herewith in original for your disposal. It may please be noted that screening of all the evicted families for providing temporary shelter may be done properly and the Committee already appointed vide this Deptt. Memo No. FR3/Sett/24/66/398 dated 3.11.73 should be given the responsibility to select deserving people out of the evictees who should be provided with temporary shelter under Tangiya system.

Encls:-

- 1) Petn. Dt. 10.5.74 from Shri R. Roy Saikia & others.
- 2) Petn. dt. 28.5.74 from Shri Gour Man Chandra & others.
- 3) Petn. Nil from Shri Joydutta Daimari & others.
- 4) Petn. Nil from Shri Dhiren Majumdar & others.
- 5) Petn. Nil from Shri Arfan Ali & others.
- 6) Petn. Nil from Shri Sahed Ali & others.
- 7) Petn. Nil from Abdul Barik & others.

Yours faithfully,

Sd/-
Joint Secy. to the Govt. of
Assam, Forest Department.

Memo No. FR3.38/74/49-A, Dt. Dispur, the 7th June, 1974.

Copy to:-

- 1) The D.F.O. Nowgong Divn., Nowgong. He is requested to take necessary step to give allotment under Tangiya system after obtaining the list from the committee.
- 2) Shri Deben Bora, M.L.A. They are requested to prepare list and submit to the D.F.O.
- 3) " Gopal Bora, Nowgong after through the D.O.
- 4) " Kamal Bora, Secy. Nowgong after proper screening
- 5) " S.D.C. the families evicted from Kaki R.P. and Lutumari R.P. immediately.
- 6) The C.F., U.A.C. Jorhat.
- 7) The C.G.P., Assam, Gauhati -1.

Sd/-

List of the Udmari Tangiya Villagers			
Sl	Name	Father's Name	Agreement Date
1	Shri Mohmmad Ali	Lt. Harmuj Ali	20 th August 1971
2	Shri Harmat Ali	Lt. Yakub Ali	20 th August 1971
3	Shri Yakub Ali	Lt. Kala Miya	20 th August 1971
4	Shri Sakai Miya	Lt. Arjan Ali	20 th August 1971
5	Shri Abul Kaddir	Lt. Sona Miya	20 th August 1971
6	Shri Safique Uddin	Lt. Abdul Subhan	20 th August 1971
7	Shri Rahimuddin	Lt. Musaddir Ali	20 th August 1971
8	Shri Mohammad Ali	Haji Kala Miya	20 th August 1971
9	Shri Mujahid Ali	Lt. Abdul Hussain	20 th August 1971
10	Shri Abdul Khalek	Lt. Rolab Ali	20 th August 1971
11	Shri Yakub Ali	Lt. Amen Miya	20 th August 1971
12	Shri Boton Miya	Lt. Kormat Ali	20 th August 1971
13	Shri Kurman Ali	Lt. Musaddar Ali	20 th August 1971
14	Abdul Hoque	Lt. Janab Ali	20 th August 1971
15	Kuti Miya	Lt. Wajid Ali	20 th August 1971
16	Suna Miya	Lt. Wajid Ali	10 th May 1994
17	Samar Ali	Lt. Hamid Ali	10 th May 1994
18	Kutu Miya	Lt. Habib Ali	10 th May 1994
19	Sonahar Ali	Lt. Osman Ali	10 th May 1994
20	Sultan Ali	Amjad Ali	2 nd June 1994

III. - Conditions and provisions reserved by the first party and agreed to by the second party. - This agreement is subject to the following further provisions:-

1. The Headman of each village in addition to the privilege enjoyed as other *taungya* villagers, will be paid at the rate of Re.1 for every acre of fully stocked *taungya* handed over to the Forest Authorities under clause IV.-5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II.-2 a payment of upto Rs5 per acre may be sanctioned under the recommendation of the Forest Officer, by the Conservator when the conditions of clause IV.-5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows:-

1. The service land given under clause I.- 1, shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to dispense with the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the *taungyas* at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for sal seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in, in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x '6. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the *taungya* area must be handed over to the Forest Authorities in a fully stocked condition and then if directed by the Forest Authorities, burnt between the lines.

6. Labour for women and children will be given on payment of Re. 1/- and 75 naya paise respectively if available and desired.

7 The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated, any standing crop sown by the second party shall be disposed of by the Forest Officer for the benefit of the grantee.

8 In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relating thereto, such dispute shall be referred to the Conservator of Forests, Assam, whose decision thereon shall be final and conclusive between the said parties.

Signature of the Divisional Forest Officer, _____ Division
on behalf on the Governor of Assam,

Date Mahmad Ali
 No. 2.

Signature of first witness.
2) 20/8/71

Signature of second witness.
2) 20/8/71

Signature or mark of the second party.

Date 20/8/71

Agreement No. 2 1971.

**FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NOWGONG FOREST DIVISION.**

Articles of agreement made and entered into this day of 20th August 1971, between the GOVERNOR OF ASSAM (hereinafter called "the first party") and the Headman of the village of Jalant Ali (hereinafter called "the second party").

Whereas the second party desires to render service in the Forest Department in lieu of the privilege of being granted for cultivation service land at Belomari village in the Jamuna Range in the District of Nawgong Reserved Forest situated in the Jamuna Range

I.—First Party's covenants

1. The first party may give service land to the second party to cultivate upto four *bighas* of *rupit* land if available, per adult male in the family and 2 *bighas* of *bari* land per household free of land revenue. In case the *rupit* land is not available, the first party may give the second party upto 4 *bighas* of land for garden or growing crops other than rice.
2. The Forest Authorities may allot land referred to in the preceding clause
3. Forest produce from *taungya* areas which has not been sold by the Forest Authorities and forest produce from forest areas adjacent to the village, of unreserved species of trees, cane, thatch, bamboo may be cut and collected free of charge by the second party for his own use but not for sale, gift or barter.
4. The second party may be permitted free grazing for five animals (excluding buffalo) per adult male. Nor more than 10 heads of cattle may be held in the Reserved Forests by each adult male.
5. The cost of any stamp duty in respect of this instrument shall be borne by the Forest Department.

II.—Second Party's covenants

1. The second party shall hold the service land given by the first party under clause I.—1 so long as he performs the duties and observes the conditions prescribed in this agreement.
2. Each adult male of the second party must yearly do *taungya* cultivation of 3 *bighas* in a place indicated by Forest Authorities. The yearly area will be pointed out by the Forest Authorities and the household plots by the Headman of the village.
3. Twenty days labour must be given by each adult male of the second party at the current rates of wages if required by Forest Authorities, provided that this labour shall not be called for to the detriment of the proper cultivation of service land referred to in clause I.—1 and *taungya* land referred to in the preceding clause. A day's labour is 7 hours' work.
4. In the event of the second party or his dependents being ejected by the Divisional Forest Officer (hereinafter called "the Forest Officer"), all buildings will become the property of the Forest Authorities. All other wooden utensils or implements may and should be removed within 15 days of the notice of ejection being served.
5. The second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.
6. The second party hereby agrees to report the commission of any Forest Offence to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon to do so.

III.—Conditions and provisions reserved by the first party and agreed to by the second party. — This agreement is subject to the following further provisions:—

1. The Headman of each village in addition to the privilege enjoyed as other *taungya* villagers, will be paid at the rate of Re.1 for every acre of fully stocked *taungya* handed over to the Forest Authorities under clause IV.—5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II.—2 a payment of upto Rs 5 per acre may be sanctioned under the recommendation of the Forest Officer, by the Conservator when the conditions of clause IV.—5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows:—

1. The service land given under clause I.—1, shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to discontinue the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the *taungyas* at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for sal seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in, in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x 6'. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the *taungya* area must be handed over to the Forest Authorities in a fully stocked condition and when if directed by the Forest Authorities, burnt between the lines.

6. Labour for women and children will be given on payment of Re. 1/- and 75 naya paise respectively if available and desired.

7. The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated, any standing crop sown by the second party shall be disposed of by the Forest Officer for the benefit of the grantee.

8. In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relating thereto, such dispute shall be referred to the Conservator of Forests, Assam, whose decision thereon shall be final and conclusive between the said parties.

Signature of first witness.

1) *[Signature]*

2) *[Signature]*

Signature of second witness.

Signature of the Divisional Forest Officer, _____ Division on behalf on the Governor of Assam.

Date

[Signature]
I.T. of Hurmat Ali

Signature or mark of the second party.

Date

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Agreement No. 3 1971.

FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NOWGONG FOREST DIVISION.

Articles of agreement made and entered into this day of 20th August
1971, between the GOVERNOR OF ASSAM (hereinafter called "the first
party") and Jakob Ali son of late Khatanya
(hereinafter called "the second party").

Whereas the second party desires to render service in the Forest Department in
lieu of the privilege of being granted for cultivation service land at Nidewake
(3 bighas) village in the Jamuna Range Reserved
Forest situated in the Jamuna Range in the District of Namgong.

I.—First Party's covenants

1. The first party may give service land to the second party to cultivate upto four
bighas of rupit land if available, per adult male in the family and 2 bighas of
bari land per household free of land revenue. In case the rupit land is not available,
the first party may give the second party upto 4 bighas of land for garden or
growing crops other than rice.

2. The Forest Authorities may allot land referred to in the preceding clause

3. Forest produce from taungya areas which has not been sold by the Forest
Authorities and forest produce from forest areas adjacent to the village, of unreserved
species of trees, cane, thatch, bamboo may be cut and collected free of charge by the
second party for his own use but not for sale, gift or barter.

4. The second party may be permitted free grazing for five animals (excluding
buffalo) per adult male. Nor more than 10 heads of cattle may be held in the Reserved
Forests by each adult male.

5. The cost of any stamp duty in respect of this instrument shall be borne by the
Forest Department.

II.—Second Party's covenants

1. The second party shall hold the service land given by the first party under
clause I.—1 so long as he performs the duties and observes the conditions prescribed
in this agreement.

2. Each adult male of the second party must yearly do taungya cultivation of
3 bighas in a place indicated by Forest Authorities. The yearly area will be pointed
out by the Forest Authorities and the household plots by the Headman of the village.

3. Twenty days labour must be given by each adult male of the second party at
the current rates of wages if required by Forest Authorities, provided that this labour
shall not be called for to the detriment of the proper cultivation of service land
referred to in clause I.—1 and taungya land referred to in the preceding clause.
A day's labour is 7 hours' work.

4. In the event of the second party or his dependents being ejected by the
Divisional Forest Officer (hereinafter called "the Forest Officer"), all buildings will
become the property of the Forest Authorities. All other wooden utensils or
implements may and should be removed within 15 days of the notice of ejectment
being served.

5. The second party shall dismiss any department or servant whose presence is not
approved and such dependent or servant shall leave the Reserved Forest forthwith,
and he shall not harbour in his premises any person who has been ordered to be
removed from any location in the Reserved Forest.

6. The second party hereby agrees to report the commission of any Forest
Offence to the Forest Officer and to make every endeavour to put any fire that
may occur in or approach the Reserved Forest without being specially called upon
to do so.

III. - Conditions and provisions reserved by the first party and agreed to by the second party. - This agreement is subject to the following further provisions: -

1. The Headman of each village in addition to the privilege enjoyed as other *taungya* villagers, will be paid at the rate of Re.1 for every acre of fully stocked *taungya* handed over to the Forest Authorities under clause IV. - 5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II. - 2 a payment of upto Rs.5 per acre may be sanctioned under the recommendation of the Forest Officer, by the Conservator when the conditions of clause IV - 5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows: -

1. The service land given under clause I. - 1, shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to disperse with the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the *taungyas* at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for sal seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in, in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x 6'. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the *taungya* area must be handed over to the Forest Authorities in a fully stocked condition and then if directed by the Forest Authorities, burnt between the lines.

6. Labour for women and children will be given on payment of Re. 1/- and 75 naya paise respectively if available and desired.

7. The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated, any standing crop sown by the second party shall be disposed of by the Forest Officer for the benefit of the grantee.

8. In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relating thereto, such dispute shall be referred to the Conservator of Forests, Assam, whose decision thereon shall be final and conclusive between the said parties.

Signature of the Divisional Forest Officer, _____ Division on behalf on the Governor of Assam.

Date

Signature of first witness.

1) *[Signature]*

2) *[Signature]*

Signature of second witness:

Signature or mark of the second party.

Date

Agreement No. 7 1971.

FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NOWGONG FOREST DIVISION.

Articles of agreement made and entered into this day of 20th August 1971, between the GOVERNOR OF ASSAM (hereinafter called "the first party") and Sakai Nya son of Late Ngan Ali (hereinafter called "the second party").

Whereas the second party desires to render service in the Forest Department in lieu of the privilege of being granted for cultivation service land at Udumari village in the Jamuna Reserved Forest situated in the Jamuna Range in the District of Nongpoh

I.—First Party's covenants

1. The first party may give service land to the second party to cultivate upto four *bighas* of *rupit* land if available, per adult male in the family and 2 *bighas* of *bari* land per household free of land revenue. In case the *rupit* land is not available, the first party may give the second party upto 4 *bighas* of land for garden or growing crops other than rice.
2. The Forest Authorities may allot land referred to in the preceding clause
3. Forest produce from *taungya* areas which has not been sold by the Forest Authorities and forest produce from forest areas adjacent to the village, of unreserved species of trees, cane, thatch, bamboo may be cut and collected free of charge by the second party for his own use but not for sale, gift or barter.
4. The second party may be permitted free grazing for five animals (excluding buffalo) per adult male. Nor more than 10 heads of cattle may be held in the Reserved Forests by each adult male.
5. The cost of any stamp duty in respect of this instrument shall be borne by the Forest Department.

II.—Second Party's covenants

1. The second party shall hold the service land given by the first party under clause I.—1 so long as he performs the duties and observes the conditions prescribed in this agreement.
2. Each adult male of the second party must yearly do *taungya* cultivation of 3 *bighas* in a place indicated by Forest Authorities. The yearly area will be pointed out by the Forest Authorities and the household plots by the Headman of the village.
3. Twenty days labour must be given by each adult male of the second party at the current rates of wages if required by Forest Authorities, provided that this labour shall not be called for to the detriment of the proper cultivation of service land referred to in clause I.—1 and *taungya* land referred to in the preceding clause. A day's labour is 7 hours' work.
4. In the event of the second party or his dependents being ejected by the Divisional Forest Officer (hereinafter called "the Forest Officer"), all buildings will become the property of the Forest Authorities. All other wooden utensils or implements may and should be removed within 15 days of the notice of ejection being served.
5. The second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.
6. The second party hereby agrees to report the commission of any Forest Offence to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon to do so.

III. - Conditions and provisions reserved by the first party and agreed to by the second party. - This agreement is subject to the following further provisions:-

1. The Headman of each village in addition to the privilege enjoyed as other *taungya* villagers, will be paid at the rate of Re.1 for every acre of fully stocked *taungya* handed over to the Forest Authorities under clause IV.-5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II.-2 a payment of upto Rs 5 per acre may be sanctioned under the recommendation of the Forest Officer, by the Conservator when the conditions of clause IV.-5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows:-

1. The service land given under clause I.-1, shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to disperse with the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the *taungyas* at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for sal seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in, in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x 16'. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the *taungya* area must be handed over to the Forest Authorities in a fully stocked condition and then if directed by the Forest Authorities, burnt between the lines.

6. Labour for women and children will be given on payment of Re. 1/- and 75 naya paise respectively if available and desired.

7. The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated, any standing crop sown by the second party shall be disposed of by the Forest Officer for the benefit of the grantee.

8. In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relating thereto, such dispute shall be referred to the Conservator of Forests, Assam, whose decision thereon shall be final and conclusive between the said parties.

Signature of the Divisional Forest Officer, _____ Division
on behalf on the Governor of Assam.

Date

6/11/51 202

Signature of first witness.

1) [Signature]

2) [Signature]

Signature of second witness.

Signature or mark of the second party.

Date

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Agreement No. 5 1971.

FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NOWGONG FOREST DIVISION.

Articles of agreement made and entered into this day of 26th August
1971, between the GOVERNOR OF ASSAM (hereinafter called "the first
party") and Adam Kader son of Kale Sana Das
(hereinafter called "the second party").

Whereas the second party desires to render service in the Forest Department in
lieu of the privilege of being granted for cultivation service land at Kamari
to Bishan village in the Jamua Range Reserved
Forest situated in the Jamua Range Range in the District of Nowgong

I.—First Party's covenants

1. The first party may give service land to the second party to cultivate upto four *bighas* of *rupit* land if available, per adult male in the family and 2 *bighas* of *bari* land per household free of land revenue. In case the *rupit* land is not available, the first party may give the second party upto 4 *bighas* of land for garden or growing crops other than rice.
2. The Forest Authorities may allot land referred to in the preceding clause
3. Forest produce from *taungya* areas which has not been sold by the Forest Authorities and forest produce from forest areas adjacent to the village, of unreserved species of trees, cane, thatch, bamboo may be cut and collected free of charge by the second party for his own use but not for sale, gift or barter.
4. The second party may be permitted free grazing for five animals (excluding buffalo) per adult male. Nor more than 10 heads of cattle may be held in the Reserved Forests by each adult male.
5. The cost of any stamp duty in respect of this instrument shall be borne by the Forest Department.

II.—Second Party's covenants

1. The second party shall hold the service land given by the first party under clause I.—1 so long as he performs the duties and observes the conditions prescribed in this agreement.
2. Each adult male of the second party must yearly do *taungya* cultivation on 3 *bighas* in a place indicated by Forest Authorities. The yearly area will be pointed out by the Forest Authorities and the household plots by the Headman of the village.
3. Twenty days labour must be given by each adult male of the second party at the current rates of wages if required by Forest Authorities, provided that this labour shall not be called for to the detriment of the proper cultivation of service land referred to in clause I.—1 and *taungya* land referred to in the preceding clause. A day's labour is 7 hours' work.
4. In the event of the second party or his dependents being ejected by the Divisional Forest Officer (hereinafter called "the Forest Officer"), all buildings will become the property of the Forest Authorities. All other wooden utensils or implements may and should be removed within 15 days of the notice of ejection being served.
5. The second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.
6. The second party hereby agrees to report the commission of any Forest Offence to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon to do so.

III. - Conditions and provisions reserved by the first party and agreed to by the second party. - This agreement is subject to the following further provisions:-

1. The Headman of each village in addition to the privilege enjoyed as other *taungya* villagers, will be paid at the rate of Re.1 for every acre of fully stocked *taungya* handed over to the Forest Authorities under clause IV.-5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II.-2 a payment of upto Rs5 per acre may be sanctioned under the recommendation of the Forest Officer, by the Conservator when the conditions of clause IV.-5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows:-

1. The service land given under clause I.-1, shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to dispense with the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the *taungyas* at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for sal seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in, in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x 6'. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the *taungya* area must be handed over to the Forest Authorities in a fully stocked condition and when if directed by the Forest Authorities, burnt between the lines.

6. Labour for women and children will be given on payment of Re. 1/- and 75 naya paise respectively if available and desired.

7. The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated, any standing crop sown by the second party shall be disposed of by the Forest Officer for the benefit of the grantee.

8. In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relating thereto, such dispute shall be referred to the Conservator of Forests, Assam, whose decision thereon shall be final and conclusive between the said parties.

Signature of the Divisional Forest Officer, _____ Division
on behalf on the Governor of Assam.

Date

Signature of first witness.

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Signature of second witness.

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Signature or mark of the second party.

Date

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Agreement No. 66 1971.

**FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NOWGONG FOREST DIVISION.**

Articles of agreement made and entered into this day of 20th August
1971, between the GOVERNOR OF ASSAM (hereinafter called "the first
party") and Satiguddin son of Kate Akut
Saban (hereinafter called "the second party").

Whereas the second party desires to render service in the Forest Department in
lieu of the privilege of being granted for cultivation service land at Madamari
(3 bighas) village in the Jamunabong Reserved
Forest situated in the Jamunabong Range in the District of Nagaon.

I.—First Party's covenants

1. The first party may give service land to the second party to cultivate upto four *bighas* of *rupit* land if available, per adult male in the family and 2 *bighas* of *bari* land per household free of land revenue. In case the *rupit* land is not available, the first party may give the second party upto 4 *bighas* of land for garden or growing crops other than rice.
2. The Forest Authorities may allot land referred to in the preceding clause.
3. Forest produce from *taungya* areas which has not been sold by the Forest Authorities and forest produce from forest areas adjacent to the village, of unreserved species of trees, cane, thatch, bamboo may be cut and collected free of charge by the second party for his own use but not for sale, gift or barter.
4. The second party may be permitted free grazing for five animals (excluding buffalo) per adult male. Nor more than 10 heads of cattle may be held in the Reserved Forests by each adult male.
5. The cost of any stamp duty in respect of this instrument shall be borne by the Forest Department.

II.—Second Party's covenants

1. The second party shall hold the service land given by the first party under clause I.—1 so long as he performs the duties and observes the conditions prescribed in this agreement.
2. Each adult male of the second party must yearly do *taungya* cultivation of 3 *bighas* in a place indicated by Forest Authorities. The yearly area will be pointed out by the Forest Authorities and the household plots by the Headman of the village.
3. Twenty days labour must be given by each adult male of the second party at the current rates of wages if required by Forest Authorities, provided that this labour shall not be called for to the detriment of the proper cultivation of service land referred to in clause I.—1 and *taungya* land referred to in the preceding clause. A day's labour is 7 hours' work.
4. In the event of the second party or his dependents being ejected by the Divisional Forest Officer (hereinafter called "the Forest Officer"), all buildings will become the property of the Forest Authorities. All other wooden utensils or implements may and should be removed within 15 days of the notice of ejection being served.
5. The second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.
6. The second party hereby agrees to report the commission of any Forest Offence to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon to do so.

III. - Conditions and provisions reserved by the first party and agreed to by the second party. - This agreement is subject to the following further provisions:-

1. The Headman of each village in addition to the privilege enjoyed as other *taungya* villagers, will be paid at the rate of Re.1 for every acre of fully stocked *taungya* handed over to the Forest Authorities under clause IV.-5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II.-2 a payment of upto Rs 5 per acre may be sanctioned under the recommendation of the Forest Officer, by the Conservator when the conditions of clause IV.-5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows:-

1. The service land given under clause I.-1, shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to dispend with the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the *taungyas* at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for sal seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in, in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x 16'. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the *taungya* area must be handed over to the Forest Authorities in a fully stocked condition and when if directed by the Forest Authorities, burnt between the lines.

6. Labour for women and children will be given on payment of Re. 1/- and 75 naya paise respectively if available and desired.

7. The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated, any standing crop sown by the second party shall be disposed of by the Forest Officer for the benefit of the grantee.

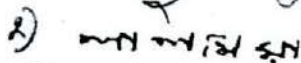
8. In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relating thereto, such dispute shall be referred to the Conservator of Forests, Assam, whose decision thereon shall be final and conclusive between the said parties.

Signature of the Divisional Forest Officer, _____ Division
on behalf on the Governor of Assam.

Date

Signature of first witness.

১) 

২) 

Signature of second witness.

Signature or mark of the second party.

Date

Agreement No. 7 19 76

**FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NOWGONG FOREST DIVISION.**

Articles of agreement made and entered into this day of 20th August
1976, between the GOVERNOR OF ASSAM (hereinafter called "the first
party") and Rahimuddin son of Malladare
Ali (hereinafter called "the second party").

Whereas the second party desires to render service in the Forest Department in
lieu of the privilege of being granted for cultivation service land at Udmore
3 bighas village in the Jamma Nongma Reserved
Forest situated in the Jamma Nongma Range in the District of Nawgong.

I.—First Party's covenants

1. The first party may give service land to the second party to cultivate upto four
bighas of *rupit* land if available, per adult male in the family and 2 *bighas* of
bari land per household free of land revenue. In case the *rupit* land is not available,
the first party may give the second party upto 4 *bighas* of land for garden or
growing crops other than rice.

2. The Forest Authorities may allot land referred to in the preceding clause.

3. Forest produce from *taungya* areas which has not been sold by the Forest
Authorities and forest produce from forest areas adjacent to the village, of unreserved
species of trees, cane, thatch, bamboo may be cut and collected free of charge by the
second party for his own use but not for sale, gift or barter.

4. The second party may be permitted free grazing for five animals (excluding
buffalo) per adult male. Nor more than 10 heads of cattle may be held in the Reserved
Forests by each adult male.

5. The cost of any stamp duty in respect of this instrument shall be borne by the
Forest Department.

II.—Second Party's covenants

1. The second party shall hold the service land given by the first party under
clause I.—1 so long as he performs the duties and observes the conditions prescribed
in this agreement.

2. Each adult male of the second party must yearly do *taungya* cultivation of
3 *bighas* in a place indicated by Forest Authorities. The yearly area will be pointed
out by the Forest Authorities and the household plots by the Headman of the village.

3. Twenty days labour must be given by each adult male of the second party at
the current rates of wages if required by Forest Authorities, provided that this labour
shall not be called for to the detriment of the proper cultivation of service land
referred to in clause I.—1 and *taungya* land referred to in the preceding clause.
A day's labour is 7 hours' work.

4. In the event of the second party or his dependents being ejected by the
Divisional Forest Officer (hereinafter called "the Forest Officer"), all buildings will
become the property of the Forest Authorities. All other wooden utensils or
implements may and should be removed within 15 days of the notice of ejectment
being served.

5. The second party shall dismiss any department or servant whose presence is not
approved and such dependent or servant shall leave the Reserved Forest forthwith,
and he shall not harbour in his premises any person who has been ordered to be
removed from any location in the Reserved Forest.

6. The second party hereby agrees to report the commission of any Forest
Offence to the Forest Officer and to make every endeavour to put any fire that
may occur in or approach the Reserved Forest without being specially called upon
to do so.

III.—Conditions and provisions reserved by the first party and agreed to by the second party.—This agreement is subject to the following further provisions:—

1. The Headman of each village in addition to the privilege enjoyed as other *taungya* villagers, will be paid at the rate of Re.1 for every acre of fully stocked *taungya* handed over to the Forest Authorities under clause IV.—5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II.—2 a payment of upto Rs.5 per acre may be sanctioned under the recommendation of the Forest Officer, by the Conservator when the conditions of clause IV.—5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows:—

1. The service land given under clause I.—1, shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to disperse with the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the *taungyas* at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for sal seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in, in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x '6'. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the *taungya* area must be handed over to the Forest Authorities in a fully stocked condition and then if directed by the Forest Authorities, burnt between the lines.

6. Labour for women and children will be given on payment of Re. 1/- and 75 paise respectively if available and desired.

7. The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated, any standing crop sown by the second party shall be disposed of by the Forest Officer for the benefit of the grantee.

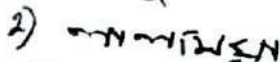
8. In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relating thereto, such dispute shall be referred to the Conservator of Forests, Assam, whose decision thereon shall be final and conclusive between the said parties.

Signature of the Divisional Forest Officer, _____ Division
on behalf on the Governor of Assam.

Date

Signature of first witness.

1) 

2) 

Signature of second witness.

Signature or mark of the second party.

Date

Agreement No. 8 1971.

**FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NOWGONG FOREST DIVISION.**

Articles of agreement made and entered into this day of 20th August
1971, between the GOVERNOR OF ASSAM (hereinafter called "the first
party") and Mahamad Ali son of Lakha Hajri
Kala Hajri (hereinafter called "the second party").

Whereas the second party desires to render service in the Forest Department in
lieu of the privilege of being granted for cultivation service land at the same
village in the Jamuna Haungya Reserved
Forest situated in the Jamuna Valley Range in the District of Nagaon.

I.—First Party's covenants

1. The first party may give service land to the second party to cultivate upto four *bighas* of *rupit* land if available, per adult male in the family and 2 *bighas* of *bari* land per household free of land revenue. In case the *rupit* land is not available, the first party may give the second party upto 4 *bighas* of land for garden or growing crops other than rice.
2. The Forest Authorities may allot land referred to in the preceding clause.
3. Forest produce from *taungya* areas which has not been sold by the Forest Authorities and forest produce from forest areas adjacent to the village, of unreserved species of trees, cane, thatch, bamboo may be cut and collected free of charge by the second party for his own use but not for sale, gift or barter.
4. The second party may be permitted free grazing for five animals (excluding buffalo) per adult male. Nor more than 10 heads of cattle may be held in the Reserved Forests by each adult male.
5. The cost of any stamp duty in respect of this instrument shall be borne by the Forest Department.

II.—Second Party's covenants

1. The second party shall hold the service land given by the first party under clause I.—1 so long as he performs the duties and observes the conditions prescribed in this agreement.
2. Each adult male of the second party must yearly do *taungya* cultivation of 3 *bighas* in a place indicated by Forest Authorities. The yearly area will be pointed out by the Forest Authorities and the household plots by the Headman of the village.
3. Twenty days labour must be given by each adult male of the second party at the current rates of wages if required by Forest Authorities, provided that this labour shall not be called for to the detriment of the proper cultivation of service land referred to in clause I.—1 and *taungya* land referred to in the preceding clause. A day's labour is 7 hours' work.
4. In the event of the second party or his dependents being ejected by the Divisional Forest Officer (hereinafter called "the Forest Officer"), all buildings will become the property of the Forest Authorities. All other wooden utensils or implements may and should be removed within 15 days of the notice of ejectment being served.
5. The second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.
6. The second party hereby agrees to report the commission of any Forest Offence to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon to do so.

III. - Conditions and provisions reserved by the first party and agreed to by the second party. - This agreement is subject to the following further provisions: -

1. The Headman of each village in addition to the privilege enjoyed as other *taungya* villagers, will be paid at the rate of Re.1 for every acre of fully stocked *taungya* handed over to the Forest Authorities under clause IV. - 5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II. - 2 a payment of upto Rs.5 per acre may be sanctioned under the recommendation of the Forest Officer, by the Conservator when the conditions of clause IV - 5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows: -

1. The service land given under clause I - 1, shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to dispense with the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the *taungyas* at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for sal seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in, in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x 16'. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the *taungya* area must be handed over to the Forest Authorities in a fully stocked condition and when if directed by the Forest Authorities, burnt between the lines.

6. Labour for women and children will be given on payment of Re. 1/- and 75 naya paise respectively if available and desired.

7. The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated, any standing crop sown by the second party shall be disposed of by the Forest Officer for the benefit of the grantee.

8. In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relating thereto, such dispute shall be referred to the Conservator of Forests, Assam, whose decision thereon shall be final and conclusive between the said parties.

Signature of the Divisional Forest Officer, _____ Division
on behalf on the Governor of Assam.

Date

Signature of first witness.

১) *[Signature]*

২) *[Signature]*

Signature of second witness.

Date

Signature or mark of the second party.

Agreement No. 9 1971.

FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NOWGONG FOREST DIVISION.

Articles of agreement made and entered into this day of 20th August
1971, between the GOVERNOR OF ASSAM (hereinafter called "the first
party") and Mujahid Ali son of Mate Abdul
Mussein (hereinafter called "the second party").

Whereas the second party desires to render service in the Forest Department in
lieu of the privilege of being granted for cultivation service land at Udomari
village in the Jamuna-Hantonga Reserved
Forest situated in the Jamuna Valley Range in the District of Nongay.

I.—First Party's covenants

1. The first party may give service land to the second party to cultivate upto four
bighas of *rupit* land if available, per adult male in the family and 2 *bighas* of
bari land per household free of land revenue. In case the *rupit* land is not available,
the first party may give the second party upto 4 *bighas* of land for garden or
growing crops other than rice.

2. The Forest Authorities may allot land referred to in the preceding clause.

3. Forest produce from *taungya* areas which has not been sold by the Forest
Authorities and forest produce from forest areas adjacent to the village, of unreserved
species of trees, cane, thatch, bamboo may be cut and collected free of charge by the
second party for his own use but not for sale, gift or barter.

4. The second party may be permitted free grazing for five animals (excluding
buffalo) per adult male. Nor more than 10 heads of cattle may be held in the Reserved
Forests by each adult male.

5. The cost of any stamp duty in respect of this instrument shall be borne by the
Forest Department.

II.—Second Party's covenants

1. The second party shall hold the service land given by the first party under
clause I.—1 so long as he performs the duties and observes the conditions prescribed
in this agreement.

2. Each adult male of the second party must yearly do *taungya* cultivation of
3 *bighas* in a place indicated by Forest Authorities. The yearly area will be pointed
out by the Forest Authorities and the household plots by the Headman of the village.

3. Twenty days labour must be given by each adult male of the second party at
the current rates of wages if required by Forest Authorities, provided that this labour
shall not be called for to the detriment of the proper cultivation of service land
referred to in clause I.—1 and *taungya* land referred to in the preceding clause.
A day's labour is 7 hours' work.

4. In the event of the second party or his dependents being ejected by the
Divisional Forest Officer (hereinafter called "the Forest Officer"), all buildings will
become the property of the Forest Authorities. All other wooden utensils or
implements may and should be removed within 15 days of the notice of ejection
being served.

5. The second party shall dismiss any department or servant whose presence is not
approved and such dependent or servant, shall leave the Reserved Forest forthwith,
and he shall not harbour in his premises any person who has been ordered to be
removed from any location in the Reserved Forest.

6. The second party hereby agrees to report the commission of any Forest
Offence to the Forest Officer and to make every endeavour to put any fire that
may occur in or approach the Reserved Forest without being specially called upon
to do so.

III.—Conditions and provisions reserved by the first party and agreed to by the second party.—This agreement is subject to the following further provisions:—

1. The Headman of each village in addition to the privilege enjoyed as other *taungya* villagers, will be paid at the rate of Re.1 for every acre of fully stocked *taungya* handed over to the Forest Authorities under clause IV.—5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II.—2 a payment of upto Rs5 per acre may be sanctioned under the recommendation of the Forest Officer, by the Conservator when the conditions of clause IV.—5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows:—

1. The service land given under clause I.—1, shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to dispense with the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the *taungyas* at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for sal seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in, in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x 16'. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the *taungya* area must be handed over to the Forest Authorities in a fully stocked condition and then if directed by the Forest Authorities, burnt between the lines.

6. Labour for women and children will be given on payment of Re. 1/- and 75 naya paise respectively if available and desired.

7. The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated, any standing crop sown by the second party shall be disposed of by the Forest Officer for the benefit of the grantee.

8. In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relating thereto, such dispute shall be referred to the Conservator of Forests, Assam, whose decision thereon shall be final and conclusive between the said parties.

Signature of the Divisional Forest Officer, _____ Division
on behalf on the Governor of Assam.

Date

Signature of first witness.

1) *[Signature]*

[Signature]

Signature or mark of the second party.

Date

2) *[Signature]*

Signature of second witness.

Agreement No. 10 19 71.

**FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NOWGONG FOREST DIVISION.**

Articles of agreement made and entered into this day of 20th August 1971, between the GOVERNOR OF ASSAM (hereinafter called "the first party") and Sham Khelek son of Kale Khelek (hereinafter called "the second party").

Whereas the second party desires to render service in the Forest Department in lieu of the privilege of being granted for cultivation service land at Udhare village in the Tamenglong Reserved Forest situated in the Jamuna Valley Range in the District of Nongpoh

I.—First Party's covenants

1. The first party may give service land to the second party to cultivate upto four *bighas* of *rupit* land if available, per adult male in the family and 2 *bighas* of *bari* land per household free of land revenue. In case the *rupit* land is not available, the first party may give the second party upto 4 *bighas* of land for garden or growing crops other than rice.

2. The Forest Authorities may allot land referred to in the preceding clause

3. Forest produce from *taungya* areas which has not been sold by the Forest Authorities and forest produce from forest areas adjacent to the village, of unreserved species of trees, cane, thatch, bamboo may be cut and collected free of charge by the second party for his own use but not for sale, gift or barter.

4. The second party may be permitted free grazing for five animals (excluding buffalo) per adult male. Nor more than 10 heads of cattle may be held in the Reserved Forests by each adult male.

5. The cost of any stamp duty in respect of this instrument shall be borne by the Forest Department.

II.—Second Party's covenants

1. The second party shall hold the service land given by the first party under clause I.—1 so long as he performs the duties and observes the conditions prescribed in this agreement.

2. Each adult male of the second party must yearly do *taungya* cultivation of 3 *bighas* in a place indicated by Forest Authorities. The yearly area will be pointed out by the Forest Authorities and the household plots by the Headman of the village.

3 Twenty days labour must be given by each adult male of the second party at the current rates of wages if required by Forest Authorities, provided that this labour shall not be called for to the detriment of the proper cultivation of service land referred to in clause I.—1 and *taungya* land referred to in the preceding clause. A day's labour is 7 hours' work.

4. In the event of the second party or his dependents being ejected by the Divisional Forest Officer (hereinafter called "the Forest Officer"), all buildings will become the property of the Forest Authorities. All other wooden utensils or implements may and should be removed within 15 days of the notice of ejection being served.

5. The second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.

6. The second party hereby agrees to report the commission of any Forest Offence to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon to do so.

III. - Conditions and provisions reserved by the first party and agreed to by the second party. - This agreement is subject to the following further provisions:-

1. The Headman of each village in addition to the privilege enjoyed as other *laungya* villagers, will be paid at the rate of Re.1 for every acre of fully stocked *laungya* handed over to the Forest Authorities under clause IV.-5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II.-2 a payment of upto Rs.5 per acre may be sanctioned under the recommendation of the Forest Officer, by the Conservator when the conditions of clause IV.-5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows:-

1. The service land given under clause I.-1, shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to discontinue with the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the *laungyas* at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for sal seeds, all other seeds, plants & stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in, in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x 18'. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the *laungya* area must be handed over to the Forest Authorities in a fully stocked condition and be, if directed by the Forest Authorities, burnt between the lines.

6. Labour for women and children will be given on payment of Re. 1/- and 75 naya paise respectively if available and desired.

7. The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated, any standing crop sown by the second party shall be disposed of by the Forest Officer for the benefit of the grantee.

8. In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relating thereto, such dispute shall be referred to the Conservator of Forests, Assam, whose decision thereon shall be final and conclusive between the said parties.

Signature of the Divisional Forest Officer, _____ Division on behalf of the Governor of Assam.

Date *Abdul Khaleque*

Signature of first witness.

1. [Signature]

2. [Signature]

Signature of second witness.

Signature or mark of the second party.

Date

Agreement No. 11 1971.

**FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NOWGONG FOREST DIVISION.**

Articles of agreement made and entered into this day of 20th August 1971, between the GOVERNOR OF ASSAM (hereinafter called "the first party") and Jahankar Ali (No. 2) son of Kate Amen Mya (hereinafter called "the second party").

Whereas the second party desires to render service in the Forest Department in lieu of the privilege of being granted for cultivation service land at Madanikh village in the Jamuna Mandanga Reserved Forest situated in the Jamuna Valley Range in the District of Namgyang

I.—First Party's covenants

1. The first party may give service land to the second party to cultivate upto four *bighas* of *rupit* land if available, per adult male in the family and 2 *bighas* of *bari* land per household free of land revenue. In case the *rupit* land is not available, the first party may give the second party upto 4 *bighas* of land for garden or growing crops other than rice.

2. The Forest Authorities may allot land referred to in the preceding clause

3. Forest produce from *taungya* areas which has not been sold by the Forest Authorities and forest produce from forest areas adjacent to the village, of unreserved species of trees, cane, thatch, bamboo may be cut and collected free of charge by the second party for his own use but not for sale, gift or barter.

4. The second party may be permitted free grazing for five animals (excluding buffalo) per adult male. Nor more than 10 heads of cattle may be held in the Reserved Forests by each adult male.

5. The cost of any stamp duty in respect of this instrument shall be borne by the Forest Department.

II.—Second Party's covenants

1. The second party shall hold the service land given by the first party under clause I.—1 so long as he performs the duties and observes the conditions prescribed in this agreement.

2. Each adult male of the second party must yearly do *taungya* cultivation of 3 *bighas* in a place indicated by Forest Authorities. The yearly area will be pointed out by the Forest Authorities and the household plots by the Headman of the village.

3. Twenty days labour must be given by each adult male of the second party at the current rates of wages if required by Forest Authorities, provided that this labour shall not be called for to the detriment of the proper cultivation of service land referred to in clause I.—1 and *taungya* land referred to in the preceding clause. A day's labour is 7 hours' work.

4. In the event of the second party or his dependents being ejected by the Divisional Forest Officer (hereinafter called "the Forest Officer"), all buildings will become the property of the Forest Authorities. All other wooden utensils or implements may and should be removed within 15 days of the notice of ejection being served.

5. The second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.

6. The second party hereby agrees to report the commission of any Forest Offence to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon to do so.

III. - Conditions and provisions reserved by the first party and agreed to by the second party. - This agreement is subject to the following further provisions: -

1. The Headman of each village in addition to the privilege enjoyed as other *taungya* villagers, will be paid at the rate of Re.1 for every acre of fully stocked *taungya* handed over to the Forest Authorities under clause IV.-5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II.-2 a payment of upto Rs5 per acre may be sanctioned under the recommendation of the Forest Officer, by the Conservator when the conditions of clause IV.-5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows:-

1. The service land given under clause I.-1, shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to dispend with the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the *taungyas* at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for sal seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in, in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x '6. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the *taungya* area must be handed over to the Forest Authorities in a fully stocked condition and then if directed by the Forest Authorities, burnt between the lines.

6. Labour for women and children will be given on payment of Re. 1/- and 75 naya paise respectively if available and desired.

7 The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated, any standing crop sown by the second party shall be disposed of by the Forest Officer for the benefit of the grantee.

8 In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relating thereto, such dispute shall be referred to the Conservator of Forests, Assam, whose decision thereon shall be final and conclusive between the said parties.

Signature of the Divisional Forest Officer, _____ Division
on behalf on the Governor of Assam.

Date

Signature of first witness.

[Signature]

[Signature]

Signature or mark of the second party.

Date

[Signature]

Signature of second witness.

Agreement No. 12 1971.

FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NOWGONG FOREST DIVISION.

Articles of agreement made and entered into this day of 20th August 1971, between the GOVERNOR OF ASSAM (hereinafter called "the first party") and Isak Mya son of Kate Kexamat (hereinafter called "the second party").

Whereas the second party desires to render service in the Forest Department in lieu of the privilege of being granted for cultivation service land at Idu wari village in the Jamuna Nantonga Reserved Forest situated in the Jamuna Valley Range in the District of Nagaon

I.—First Party's covenants

1. The first party may give service land to the second party to cultivate upto four *bighas* of *rupit* land if available, per adult male in the family and 2 *bighas* of *bari* land per household free of land revenue. In case the *rupit* land is not available, the first party may give the second party upto 4 *bighas* of land for garden or growing crops other than rice.

2. The Forest Authorities may allot land referred to in the preceding clause

3. Forest produce from *taungya* areas which has not been sold by the Forest Authorities and forest produce from forest areas adjacent to the village, of unreserved species of trees, cane, thatch, bamboo may be cut and collected free of charge by the second party for his own use but not for sale, gift or barter.

4. The second party may be permitted free grazing for five animals (excluding buffalo) per adult male. Nor more than 10 heads of cattle may be held in the Reserved Forests by each adult male.

5. The cost of any stamp duty in respect of this instrument shall be borne by the Forest Department.

II.—Second Party's covenants

1. The second party shall hold the service land given by the first party under clause I.—1 so long as he performs the duties and observes the conditions prescribed in this agreement.

2. Each adult male of the second party must yearly do *taungya* cultivation of 3 *bighas* in a place indicated by Forest Authorities. The yearly area will be pointed out by the Forest Authorities and the household plots by the Headman of the village.

3. Twenty days labour must be given by each adult male of the second party at the current rates of wages if required by Forest Authorities, provided that this labour shall not be called for to the detriment of the proper cultivation of service land referred to in clause I.—1 and *taungya* land referred to in the preceding clause. A day's labour is 7 hours' work.

4. In the event of the second party or his dependents being ejected by the Divisional Forest Officer (hereinafter called "the Forest Officer"), all buildings will become the property of the Forest Authorities. All other wooden utensils or implements may and should be removed within 15 days of the notice of ejection being served.

5. The second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.

6. The second party hereby agrees to report the commission of any Forest Offence to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon to do so.

III. - Conditions and provisions reserved by the first party and agreed to by the second party. - This agreement is subject to the following further provisions: -

1. The Headman of each village in addition to the privilege enjoyed as other *taungya* villagers, will be paid at the rate of Re.1 for every acre of fully stocked *taungya* handed over to the Forest Authorities under clause IV.-5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II.-2 a payment of upto Rs 5 per acre may be sanctioned under the recommendation of the Forest Officer, by the Conservator when the conditions of clause IV.-5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows: -

1. The service land given under clause I.-1, shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to dispense with the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the *taungyas* at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for sal seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in, in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x '6. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the *taungya* area must be handed over to the Forest Authorities in a fully stocked condition and then if directed by the Forest Authorities, burnt between the lines.

6. Labour for women and children will be given on payment of Re. 1/- and 75 naya paise respectively if available and desired.

7. The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated, any standing crop sown by the second party shall be disposed of by the Forest Officer for the benefit of the grantee.

8. In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relating thereto, such dispute shall be referred to the Conservator of Forests, Assam, whose decision thereon shall be final and conclusive between the said parties.

Signature of the Divisional Forest Officer, _____ Division
on behalf of the Governor of Assam.

Date

Signature of first witness,

১) হুসেইন আলী

২) নান্নালাল

Signature of second witness.

বটমিন্দ্রা
Signature or mark of the second party.

Date

Agreement No. 13 1971.

**FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NOWGONG FOREST DIVISION.**

Articles of agreement made and entered into this day of 20th August
1971, between the GOVERNOR OF ASSAM (hereinafter called "the first
party") and K. Azman Ali son of Mahabadee
Ali (hereinafter called "the second party").

Whereas the second party desires to render service in the Forest Department in
lieu of the privilege of being granted for cultivation service land at U. L. Anari
village in the Jamuna Range in the District of Nawgong
Forest situated in the Jamuna Range in the District of Nawgong

I.—First Party's covenants

1. The first party may give service land to the second party to cultivate upto four *bighas* of *rupit* land if available, per adult male in the family and 2 *bighas* of *bari* land per household free of land revenue. In case the *rupit* land is not available, the first party may give the second party upto 4 *bighas* of land for garden or growing crops other than rice.
2. The Forest Authorities may allot land referred to in the preceding clause.
3. Forest produce from *taungya* areas which has not been sold by the Forest Authorities and forest produce from forest areas adjacent to the village, of unreserved species of trees, cane, thatch, bamboo may be cut and collected free of charge by the second party for his own use but not for sale, gift or barter.
4. The second party may be permitted free grazing for five animals (excluding buffalo) per adult male. Nor more than 10 heads of cattle may be held in the Reserved Forests by each adult male.
5. The cost of any stamp duty in respect of this instrument shall be borne by the Forest Department.

II.—Second Party's covenants

1. The second party shall hold the service land given by the first party under clause I.—1 so long as he performs the duties and observes the conditions prescribed in this agreement.
2. Each adult male of the second party must yearly do *taungya* cultivation of 3 *bighas* in a place indicated by Forest Authorities. The yearly area will be pointed out by the Forest Authorities and the household plots by the Headman of the village.
3. Twenty days labour must be given by each adult male of the second party at the current rates of wages if required by Forest Authorities, provided that this labour shall not be called for to the detriment of the proper cultivation of service land referred to in clause I.—1 and *taungya* land referred to in the preceding clause. A day's labour is 7 hours' work.
4. In the event of the second party or his dependents being ejected by the Divisional Forest Officer (hereinafter called "the Forest Officer"), all buildings will become the property of the Forest Authorities. All other wooden utensils or implements may and should be removed within 15 days of the notice of ejection being served.
5. The second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.
6. The second party hereby agrees to report the commission of any Forest Offence to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon to do so.

Agreement No. 13 1971.

**FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NOWGONG FOREST DIVISION.**

Articles of agreement made and entered into this day of 20th August
1971, between the GOVERNOR OF ASSAM (hereinafter called "the first
 party") and K. N. G. Man (hereinafter called "the second party").
Man (hereinafter called "the second party").

Whereas the second party desires to render service in the Forest Department in lieu of the privilege of being granted for cultivation service land at.....Chandari..... village in the.....Jamuna..... Range, Reserved Forest situated in the.....Jamuna Valley..... Range in the District of.....Newaas.....

1.—First Party's covenants

1. The first party may give service land to the second party to cultivate upto four *bighas* of *rupit* land if available, per adult male in the family and 2 *bighas* of *bari* land per household free of land revenue. In case the *rupit* land is not available, the first party may give the second party upto 4 *bighas* of land for garden or growing crops other than rice.
2. The Forest Authorities may allot land referred to in the preceding clause.
3. Forest produce from *taungya* areas which has not been sold by the Forest Authorities and forest produce from forest areas adjacent to the village, of unreserved species of trees, cane, thatch, bamboo may be cut and collected free of charge by the second party for his own use but not for sale, gift or barter.
4. The second party may be permitted free grazing for five animals (excluding buffalo) per adult male. Nor more than 10 heads of cattle may be held in the Reserved Forests by each adult male.
5. The cost of any stamp duty in respect of this instrument shall be borne by the Forest Department.

II.—Second Party's covenants

1. The second party shall hold the service land given by the first party under clause I.—1 so long as he performs the duties and observes the conditions prescribed in this agreement.
2. Each adult male of the second party must yearly do *taungya* cultivation of 3 *bighas* in a place indicated by Forest Authorities. The yearly area will be pointed out by the Forest Authorities and the household plots by the Headman of the village.
3. Twenty days labour must be given by each adult male of the second party at the current rates of wages if required by Forest Authorities, provided that this labour shall not be called for to the detriment of the proper cultivation of service land referred to in clause I.—1 and *taungya* land referred to in the preceding clause. A day's labour is 7 hours' work.
4. In the event of the second party or his dependents being ejected by the Divisional Forest Officer (hereinafter called "the Forest Officer"), all buildings will become the property of the Forest Authorities. All other wooden utensils or implements may and should be removed within 15 days of the notice of ejection being served.
5. The second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.
6. The second party hereby agrees to report the commission of any Forest Offence to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon to do so.

III. - Conditions and provisions reserved by the first party and agreed to by the second party. - This agreement is subject to the following further provisions: -

1. The Headman of each village in addition to the privilege enjoyed as other *taungya* villagers, will be paid at the rate of Re.1 for every acre of fully stocked *taungya* handed over to the Forest Authorities under clause IV.-5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II.-2 a payment of upto Rs 5 per acre may be sanctioned under the recommendation of the Forest Officer, by the Conservator when the conditions of clause IV.-5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows: -

1. The service land given under clause I.- 1, shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to dispense with the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the *taungyas* at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for sal seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in, in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x 6'. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the *taungya* area must be handed over to the Forest Authorities in a fully stocked condition and then if directed by the Forest Authorities, burnt between the lines.

6. Labour for women and children will be given on payment of Re. 1/- and 75 naya paise respectively if available and desired.

7. The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated, any standing crop sown by the second party shall be disposed of by the Forest Officer for the benefit of the grantee.

8. In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relating thereto, such dispute shall be referred to the Conservator of Forests, Assam, whose decision thereon shall be final and conclusive between the said parties.

Signature of the Divisional Forest
Officer, _____ Division
on behalf on the Governor of Assam.

Date

Signature of first witness.

1) *[Signature]*

2) *[Signature]*

Signature of second witness.

[Signature]
Signature or mark of the second party.

Date

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Agreement No. 14 1971.

FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NOWGONG FOREST DIVISION.

Articles of agreement made and entered into this day of 20th August 1971, between the GOVERNOR OF ASSAM (hereinafter called "the first party") and Abdul Haque son of late Janga (hereinafter called "the second party").

Whereas the second party desires to render service in the Forest Department in lieu of the privilege of being granted for cultivation service land at Udimari village in the Jamuna Mandar Reserved Forest situated in the Jamuna Valley Range in the District of Namgyang

I.—First Party's covenants

1. The first party may give service land to the second party to cultivate upto four *bighas* of *rupit* land if available, per adult male in the family and 2 *bighas* of *bari* land per household free of land revenue. In case the *rupit* land is not available, the first party may give the second party upto 4 *bighas* of land for garden or growing crops other than rice.

2. The Forest Authorities may allot land referred to in the preceding clause.

3. Forest produce from *taungya* areas which has not been sold by the Forest Authorities and forest produce from forest areas adjacent to the village, of unreserved species of trees, cane, thatch, bamboo may be cut and collected free of charge by the second party for his own use but not for sale, gift or barter.

4. The second party may be permitted free grazing for five animals (excluding buffalo) per adult male. Nor more than 10 heads of cattle may be held in the Reserved Forests by each adult male.

5. The cost of any stamp duty in respect of this instrument shall be borne by the Forest Department.

II.—Second Party's covenants

1. The second party shall hold the service land given by the first party under clause I.—1 so long as he performs the duties and observes the conditions prescribed in this agreement.

2. Each adult male of the second party must yearly do *taungya* cultivation of 3 *bighas* in a place indicated by Forest Authorities. The yearly area will be pointed out by the Forest Authorities and the household plots by the Headman of the village.

3 Twenty days labour must be given by each adult male of the second party at the current rates of wages if required by Forest Authorities, provided that this labour shall not be called for to the detriment of the proper cultivation of service land referred to in clause I.—1 and *taungya* land referred to in the preceding clause. A day's labour is 7 hours' work.

4. In the event of the second party or his dependents being ejected by the Divisional Forest Officer (hereinafter called "the Forest Officer"), all buildings will become the property of the Forest Authorities. All other wooden utensils or implements may and should be removed within 15 days of the notice of ejectment being served.

5. The second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.

6. The second party hereby agrees to report the commission of any Forest Offence to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon to do so.

III.—Conditions and provisions reserved by the first party and agreed to by the second party.—This agreement is subject to the following further provisions:—

1. The Headman of each village in addition to the privilege enjoyed as other *taungya* villagers, will be paid at the rate of Re.1 for every acre of fully stocked *taungya* handed over to the Forest Authorities under clause IV.—5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II.—2 a payment of upto Rs 5 per acre may be sanctioned under the recommendation of the Forest Officer, by the Conservator when the conditions of clause IV.—5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows:—

1. The service land given under clause I.—1, shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to dispen^se with the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the *taungyas* at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for sal seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in, in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x '6'. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the *taungya* area must be handed over to the Forest Authorities in a fully stocked condition and then if directed by the Forest Authorities, burnt between the lines.

6. Labour for women and children will be given on payment of Re. 1/- and 75 paise respectively if available and desired.

7 The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated, any standing crop sown by the second party shall be disposed of by the Forest Officer for the benefit of the grantee.

8 In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relating thereto, such dispute shall be referred to the Conservator of Forests, Assam, whose decision thereon shall be final and conclusive between the said parties.

Signature of the Divisional Forest Officer, _____ Division
on behalf of the Governor of Assam.

Date

Signature of first witness.

[Signature]

[Signature]

Signature or mark of the second party.

Date

Signature of second witness.

[Signature]

Agreement No. 15 1971.

**FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NOWGONG FOREST DIVISION.**

Articles of agreement made and entered into this day of 20th August 1971, between the GOVERNOR OF ASSAM (hereinafter called "the first party"), and Kuti mya son of Lak Wajida (hereinafter called "the second party").

Whereas the second party desires to render service in the Forest Department in lieu of the privilege of being granted for cultivation service land at Udumari village in the Jamuna Mandinga Reserved Forest situated in the Jamuna Valley Range in the District of Nawgong

I.—First Party's covenants

1. The first party may give service land to the second party to cultivate upto four *bighas* of *rupit* land if available, per adult male in the family and 2 *bighas* of *bari* land per household free of land revenue. In case the *rupit* land is not available, the first party may give the second party upto 4 *bighas* of land for garden or growing crops other than rice.
2. The Forest Authorities may allot land referred to in the preceding clause.
3. Forest produce from *taungya* areas which has not been sold by the Forest Authorities and forest produce from forest areas adjacent to the village, of unreserved species of trees, cane, thatch, bamboo may be cut and collected free of charge by the second party for his own use but not for sale, gift or barter.
4. The second party may be permitted free grazing for five animals (excluding buffalo) per adult male. Nor more than 10 heads of cattle may be held in the Reserved Forests by each adult male.
5. The cost of any stamp duty in respect of this instrument shall be borne by the Forest Department.

II.—Second Party's covenants

1. The second party shall hold the service land given by the first party under clause I.—1 so long as he performs the duties and observes the conditions prescribed in the agreement.

2. Each adult male of the second party must yearly do *taungya* cultivation of 3 *bighas* in a place indicated by Forest Authorities. The yearly area will be pointed out by the Forest Authorities and the household plots by the Headman of the village.

3. Twenty days labour must be given by each adult male of the second party at the current rates of wages if required by Forest Authorities, provided that this labour shall not be called for to the detriment of the proper cultivation of service land referred to in clause I.—1 and *taungya* land referred to in the preceding clause. A day's labour is 7 hours' work.

4. In the event of the second party or his dependents being ejected by the Divisional Forest Officer (hereinafter called "the Forest Officer"), all buildings will become the property of the Forest Authorities. All other wooden utensils or implements may and should be removed within 15 days of the notice of ejection being served.

5. The second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.

6. The second party hereby agrees to report the commission of any Forest Offence to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon to do so.

AGREEMENT FOR N.R.T VILLAGE.

AGREEMENT NO. _____ 19
FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NOWGONG FOREST DIVISION.

Articles of agreement made and entered into this day of 10.5.
..... 1994. between the GOVERNOR OF ASSAM (hereinafter called

* the first party" and Mr. Suma Miya son of Lt. Waizid Ali (hereinafter called " the second party")

Whereas the second party desires to render service in the Forest Department in lieu of privilege of being granted for cultivation service land at Udmore, Taungya (Non-residential) Village in the Jamuna Maudanga ... RESERVED Forest situated in the J.V. Range in the Dist of Nagaon,

1. First Party's covenants

1. The first party may give service land to the second part to cultivate up to four highas of rupit land if available, per adult male in the family and 2 highas of bari land per household free of land revenue. In case the rupit land is not available, the first party may give ~~the~~ second party upto 4 highas of land ~~at~~ for garden or growing crops other than rice.

2. The Forest Authorities may allot land referred to in the preceding clause.

3. Forest produce from taungya areas which has not been sold by the Forest Authorities and forest Produce from forest areas adjacent to the Village of unreserved species of trees, cane, ~~that~~ thatch, bamboo may be cut and collected free of charge by the second party for his own use but not for sale, gift of barter.

4. The second party may be permitted free grazing for five animals (exxcluding buffalo) per adult male. Nor more than 10 heads fo cattle may be held in the Reserved Forests by each adult male.

5. The cost of any stampduty in respect of this instrument shall be borne by the Forest Department.

**.- Second Paty's covenants.

1. The second party shall hold the service land given by the first party under clause * so long as he performs the duties and observes the conditions prescribed in this agreement.

2. Each adult male of the second party must yearly do taungya cultivation of 3 highas in a place indicated by Forest Authorities. The yearly area will be pointed out by the Forest Authorities and the household plots by the Headman of the Village

3. Twenty days labour must be given by each adult male of the second party at the current rates of wages if required by Forest Authorities, provided that this labour shall not be called for to t the detriment of the proper cultivation of service land referred to in clause ** and taungya land referred to in the preceding clause. A day's labour is 7 hours work.

4. In the event of the second party or his dependents being ejected by the Divisional Forest Officer (hereinafter called *the Forest Officer") all buildings will become the property of the Forest Authorities. All other wooden utensils or implements may and should be removed within 15 days of the notice of ejectment being served.

5. ~~The Second party shall dismiss any department or servant~~

The Second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.

6. The Second party hereby agrees to report the commission of any Forest Offence to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon,

III- Conditions and provisions reserved by the First party and agreed to by the Second party- This agreement is subject to the following further provision:-

1. The headman of each village in addition to the privilege enjoyed as other taungya villagers will be paid at the rate of Re.1 for every acre of fully stocked taungya handed over to the Forest Authorities under clause IV-5.

2. In the Cases of areas where exceptional felling is required to cultivate under clause II-2 a payment of upto Rs 5 per acre may be sanctioned under the recommendation of the Forest Officer, by the Conservator when the conditions of Clause IV-5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows:-

1. The service land given under clause I-I, shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary the Forest Officer shall have the right to discontinue with the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the Taungyas at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for sal seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in, in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x 6'. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the Taungya or a must be handed over to the Forest Authorities in a fully stocked condition and then if directed by the Forest Authorities burnt between the lines.

6. Labour for women and children will be given on payment of Rs. 1/- and 75 paise respectively if available and desired.

7. The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated any standing crop sown by the second party shall be disposed of by the Forest Officer for the benefit of the grantee.

8.

8. In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relation thereto such dispute shall be referred to the Conservator of Forests, Assam whose decision thereon shall be final and conclusive between the said parties.

10.5.94

S. TRIPATHI
OFFICER

① *[Signature]*

Signature of first witness

② *[Signature]*

Signature of Second witness.

[Signature]
Signature of the Divisional Forest Officer

OFFICER

[Signature]
Assam South Division

Division

on behalf on the Governor of Assam

Date

1.7.19



Sona Miya

Signature or mark of the second party

Date 10.5.94

**FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATIONS
HONGKONG FOREST DIVISION.**

Articles of agreement made and entered in to this day of 66 10-5
1994 between the GOVERNOR OF ARSAH (hereinafter called

called "the first party") and Samarz Ali
son of Lt. Hamid Ali (hereinafter called "the second
Party."

Whereas the second party desires to render service in the
Forest Department in lieu of the privilege of being granted for
cultivation service land at Udmazai Tangiya (Non residential)
Village in the Tamuna Moudangh Reserved Forest
situated in the J.V. Range in the District of

Nagaoon

I- First Party's covenants

1. The first party may give service land to the second party to cultivate upto four bighas of rupit land if available, per adult male in the family and 2 bighas of bari land per household free of land revenue. In case the rupit land is not available, the first party may give the ~~unoccupied~~ second party upto 4 bighas of land for garden or growing crops other than rice.
2. The Forest Authorities may allot land referred to in the preceding clause.
3. Forest produce from taungya areas which has not been sold by the Forest Authorities and Forest produce from forest areas adjacent to the village, of unreserved species of trees, cane, thatch, bamboo may be cut and collected free of charge by the second party for his own use but not for sale gift or barter.
4. The second party may be permitted free grazing for fies animals (excluding buffalo) per adult male. Not more than 10 heads of cattle may be held in the Reserved Forests by each adult male.
5. The cost of any stamp duty in respect of this instrument shall be borne by the Forest Department.

II- Second Party's covenants

1. The second party shall hold the service land given by the first party under clause I-I so long as he performs the duties and observes the conditions prescribed in this agreement.
2. Each adult male of the second party must Yearly do taungya cultivation of 3 bighas in a place indicated by Forest Authorities. The yearly area will be pointed out by the Forest Authorities and the household plots by the Headman of the village.
3. Twenty days labor must be given by each adult male of the second party at the current rates of wages if required by Forest Authorities provided that this labour shall not be called for to the detriment of the proper cultivation of service land ~~given~~ referred to in clause I-I and taungya land referred to in the preceding clause. A day's labour is 7 hour' work.

4. In the event of the second party or his dependents being ejected by the Divisional Forest Officer (Hereinafter called "the Forest Officer") all buildings will become the property of the Forest Authorities. All other wooden utensils or implements may and should be removed within 15 days of the notice of ejection being served.

5. The second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.

6. The second party hereby agrees to report the commission of any Forest Offense to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon to do so.

III- Conditions and provisions reserved by the first party and agreed to by the second party - This agreement is subject to the following further provisions:-

1. The Headman of each village in addition to the privilege enjoyed as other taungya villager will be paid at the rate of Rs. 1 for every acre of fully stocked taungya handed over to the Forest Authorities under clause IV-5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II-2 a payment of upto Rs. 5 per acre may be sanctioned under the re-commendation of the Forest Officer by the Conservator when the Conditions of clause IV-5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows:-

1. The service land given under clause I-I shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to discontinue the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the taungyas at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for local seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in. In the second year if necessary in the case of transplants and stumps, the spacing will be 6' x 6'. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the taungya are must be handed over to the Forest Authorities in a fully stocked condition and then if directed by the Forest Authorities burnt between the 1st and 2nd years.

6. Labour for women and children will be given on payment of Rs. 1/- and 75 paise respectively if available and desired.

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(contd.) 3

7) The Forest officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement - and being thus declared terminated any standing crop sown by the second party shall be disposed of by the Forest officer for the benefit of the grantee.

8) In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any party thereof or with reference to any matter connected therewith or relating thereto, such dispute shall ~~hereafter~~ be referred to the Conservator of Forests, Assam whose decision thereon shall be final and conclusive between the said parties.

MSL
10.5.94

S. FAHMAN
JOINT OFFICER,
DABANG

677: 24/3/94

Signature of first witness

Date

677: 24/3/94

Signature second witness

SIGNATURE OF THE REGIONAL FOREST

Officer, Nagaon, Assam

OFFICER,

Nagaon, Assam

DIVISION

on behalf of the Governor of Assam

677: 24/3/94

Signature or mark of the second party

Date 10.5.94

FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATIONS
NOWCONF FOREST DIVISION.

Articles of agreement made and entered in to this day of 66 10-5
1994 between the GOVERNOR OF ASSAM (hereinafter ga.

galled " the first party") and Koto Miya
son of Lt. Habib Ali (hereinafter called " the second
Party. n

Whereas the second party desires to render service in the
Forest Department in lieu of the privilege of being granted for
cultivation service land at Ubmarsi Tangiya (Non Residential)
Village in the Tamona Mondanga Reserved Forest
situated in the T. V. Range in the District of
Nagaon

I- First Party's covenants

1. The first party may give service land to the second party to cultivate upto four bighas of rupit ~~land~~ land if available, per adult male in the family and 2 bighas of bari land per household free of land revenue. In case the rupit land is not available, the first party may give the ~~second party~~ second party upto 4 bighas of land for garden of growing crops other than rive.
2. The Forest Authorities may allot land referred to in the prededing clause.
3. Forest produce from taungya areas which has not been sold by the Forest Authorities and Forest produce from forest areas adjacent to the village, of unreserved species of trees, cane, thatch, bamboo may be cut and collected free of charge by the second party for his own use but not for sale gift or barter.
4. The second party may be permitted free grazing for fice animals (excluding buffalo) per adult male. Nor more than 10 heads ro cattle may be held in the Reserved Forests by each adult male.
5. The cost of any stamp duty in respect of this instrument shall b borne by the Forest Department.

II- Second Party's covenants

1. The second party shall hold the serive land given by the first party under clause I-I so long as he performs the duties and observes the conditions prescribed in this agreement.
2. Each adult male of the second party must Yearly do taungya cultivation of 3 bighas in a place indicated by Forest Authorities. The yearly area will be pointed out by the Forest Authorities and the household plots by the Headman of the village.
3. Twenty days labo r must be given by each adult male of the second party at the current rates of wages if required by Forest Authorities provided that this labour shall not be called for to the detriment of the proper cultivation of service land ~~xxx~~ referred to in clause I-I and taungya land referred to in the preceding clause . A day's labour is 7 hour' work.

4. In the event of the second party or his dependents being ejected by the Divisional Forest Officer (Hereinafter called "the Forest Officer") all buildings will become the property of the Forest Authorities. All other wooden utensils or implements may and should be removed within 15 days of the notice of ejectment being served.

5. The second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.

6. The second party hereby agrees to report the commission of any Forest Offence to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon to do so.

III- Conditions and provisions reserved by the first party and agreed to by the second party - This agreement is subject to the following further provisions:-

1. The Headman of each village in addition to the privilege enjoyed as other taungya villager will be paid at the rate of Re. 1 for every acre of fully stocked taungya handed over to the Forest Authorities under clause IV-5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II-2 a payment of upto Rs. 5 per acre may be sanctioned under the re-commendation of the Forest Officer by the Conservator when the Conditions of clause IV-5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows:-

1. The service land given under clause I-I shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to discontinue the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the taungyas at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for s al seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x 6'. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the taungya are must be handed over to the Forest Authorities in a fully stocked condition and then if directed by the Forest Authorities burnt between the 1st and 2nd years.

Continued - 3

6. Labours for women and children will be given on payment of Rs. 1/- and 75 Naya paise respectively if available and desired.

7) The Forest officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement - not being thus declared terminated any standing crop sown by the second party shall be disposed of by the Forest officer for the benefit of the grantee.

8) In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any party thereof or with reference to any matter connected therewith or relating thereto, such dispute shall ~~be referred~~ be referred to the Conservator of Forests, Assam whose decision thereon shall be final and conclusive between the said parties.

10.5.94
M. S. RAHMAN
JUNIOR OFFICER,
DABALA

SIGNATURE OF THE DIVISIONAL FOREST
OFFICER, Forest Officer DIVISION
on behalf on the Governor of Assam

Signature of first witness

Date

L.T. 19

Signature second witness

Signature or mark of the second party

Date 10.5.94

**FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATIONS
HOWSON FOREST DIVISION.**

Articles of agreement made and entered in to this day of 66
199 between the GOVERNOR OF ASSAM (hereinafter called

galled "the first party") and Sonahar Ali
son of Lt. Osman Ali (hereinafter called "the second
Party."

Whereas the second party desires to render service in the
Forest Department in lieu of the privilege of being granted for
cultivation service land at Ulmazai Tangiya (Non residential)
Village in the Jamuna Mendangri Reserved Forest
situated in the T.V. Range in the District of
Nagpur.

I- First Party's covenants

1. The first party may give service land to the second party to cultivate upto four bighas of rugit ~~land~~ land if available, per adult male in the family and 2 bighas of bari land per household free of land revenue. In case the rugit land is not available, the first party may give the ~~suspanant~~ second party upto 4 bighas of land for garden of growing crops other than rice.
2. The Forest Authorities may allot land referred to in the preceding clause.
3. Forest produce from taungya areas which has not been sold by the Forest Authorities and Forest produce from forest areas adjacent to the village, of unreserved species of trees, cane, thatch, bamboo may be cut and collected free of charge by the second party for his own use but not for sale gift or barter.
4. The second party may be permitted free grazing for flice animals (excluding buffalo) per adult male. Not more than 10 heads of cattle may be held in the Reserved Forests by each adult male.
5. The cost of any stamp duty in respect of this instrument shall be borne by the Forest Department.

II- Second Party's covenants

1. The second party shall hold the service land given by the first party under clause I-I so long as he performs the duties and observes the conditions prescribed in this agreement.
2. Each adult male of the second party must Yearly do taungya cultivation of 3 bighas in a place indicated by Forest Authorities. The yearly area will be pointed out by the Forest Authorities and the household plots by the Headman of the village.
3. Twenty days labor must be given by each adult male of the second party at the current rates of wages if required by Forest Authorities provided that this labour shall not be called for to the detriment of the proper cultivation of service land ~~from~~ referred to in clause I-I and taungya land referred to in the preceding clause. A day's labour is 7 hour' work.

4. In the event of the second party or his dependents being ejected by the Divisional Forest Officer (Hereinafter called "the Forest Officer") all buildings will become the property of the Forest Authorities. All other wooden utensils or implements may and should be removed within 15 days of the notice of ejectment being served.

5. The second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.

6. The second party hereby agrees to report the commission of any Forest Offence to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon to do so.

III- Conditions and provisions reserved by the first party and agreed to by the second party - This agreement is subject to the following further provisions:-

1. The Headman of each village in addition to the privilege enjoyed as other taungya villager will be paid at the rate of Rs. 1 for every acre of fully stocked taungya handed over to the Forest Authorities under clause IV-5.

2. In the cases of areas where exceptional felling is required to cultivate under clause II-2 a payment of upto Rs. 5 per acre may be sanctioned under the re-commendation of the Forest Officer by the Conservator when the Conditions of clause IV-5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows:-

1. The service land given under clause I-I shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary, the Forest Officer shall have the right to discontinue with the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the taungyas at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for seed, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x 6'. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the taungya are must be handed over to the Forest Authorities in a fully stocked condition and then if directed by the Forest Authorities burnt between the 1st and 2nd years.

Contd... 3

6. Labour for woman and children will be given on payment of Rs. 1/- and 75 Mags per day respectively if available and desired.

contd - 3/-

7) The Forest officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement. Not being thus declared terminated any standing crop sown by the second party shall be disposed of by the Forest officer for the benefit of the grantee.

8) In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any party thereof or with reference to any matter connected therewith or relating thereto, such dispute shall ~~hereafter~~ be referred to the Conservator of Forests, Assam whose decision thereon shall be final and conclusive between the said parties.

cash
10.5.94
CHAIRMAN
JUDGE OFFICE,
DARAJA

SIGNATURE OF THE DIVISIONAL FOREST
OFFICER, ~~Divisional Forest Office,~~ ~~Assam South Division~~ DIVISION
on behalf of the Governor of Assam

6/11/94 2/2/94
Signature of first witness

Date

6/11/94 2/2/94
Signature second witness

Signature or mark of the second party

Date 10.5.94

AGREEMENT FOR M.R.T VILLAGE.

AGREEMENT NO. 19
FORM OF AGREEMENT FOR FOREST TAUNGYA CULTIVATION
NONGONG FOREST DIVISION.

Articles of agreement made and entered into this day of 2.6.94,
..... 199 . between the GOVERNOR OF ASSAM (hereinafter called
"the first party" and Mr Sultan Ali son of Mr. Anjod Ali
(hereinafter called "the second party")

Whereas the second party desires to render service in the
Forest Department in lieu of privilege of being granted for
cultivation service land at Volonari Taungya village (non residential)
Village in the Jamuna Moudanga R.F. RESERVED
Forest situated in the Jamuna Valley Range in the Dist of Nagaon.

1. First Party's covenants

1. The first party may give service land to the second part
to cultivate up to four bighas of rupit land if available, per
adult male in the family and 2 bighas of bari land per household
free of land revenue. In case the rupit land is not available,
the first party may give the second party upto 4 bighas of land for
for garden or growing crops other than rice.

2. The Forest Authorities may allot land referred to in the
preceding clause.

3. Forest produce from taungya areas which has not been
sold by the Forest Authorities and forest Produce from forest areas
adjacent to the Village of unreserved species of trees, cane, that
thatch, bamboo may be cut and collected free of charge by the
second party for his own use but not for sale, gift or barter.

4. The second party may be permitted free grazing for five
animals (excluding buffalo) per adult male. Nor more than 10
heads of cattle may be held in the Reserved Forests by each adult male.

5. The cost of any stamp duty in respect of this instrument
shall be borne by the Forest Department.

**.- Second Party's covenants.

1. The second party shall hold the service land given by
the first party under clause * so long as he performs the duties
and observes the conditions prescribed in this agreement.

2. Each adult male of the second party must yearly do
taungya cultivation of 3 bighas in a place indicated by Forest
Authorities. The yearly area will be pointed out by the Forest
Authorities and the household plots by the Headman of the Village

3. Twenty days labour must be given by each adult male of the
second party at the current rates of wages if required by Forest
Authorities, provided that this labour shall not be called for to
the detriment of the proper cultivation of service land referred
to in clause * and taungya land referred to in the preceding
clause. A day's labour is 7 hours work.

4. In the event of the second party or his dependents being
ejected by the Divisional Forest Officer (hereinafter called
"the Forest Officer") all buildings will become the property of
the Forest Authorities. All other wooden utensils or implements
may and should be removed within 15 days of the notice of
ejection being served.

5. ~~The Second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.~~
The Second party shall dismiss any department or servant whose presence is not approved and such dependent or servant shall leave the Reserved Forest forthwith, and he shall not harbour in his premises any person who has been ordered to be removed from any location in the Reserved Forest.

6. The Second party hereby agrees to report the commission of any Forest Offence to the Forest Officer and to make every endeavour to put any fire that may occur in or approach the Reserved Forest without being specially called upon.

III- Conditions and provisions reserved by the First party and agreed to by the Second party- This agreement is subject to the following further provisions:-

1. The headman of each village in addition to the privilege enjoyed as other taungya villagers will be paid at the rate of Rs.1 for every acre of fully stocked taungya handed over to the Forest Authorities under clause IV-5.

2. In the Cases of areas where exceptional felling is required to cultivate under clause II-2 a payment of upto Rs 5 per acre may be sanctioned under the recommendation of the Forest Officer, by the Conservator when the conditions of Clause IV-5 have been fulfilled. There will be no other rewards.

IV. The parties hereby mutually covenant and agree with each other as follows:-

1. The service land given under clause I-I, shall not be alienable and shall be liable to resumption. When the services of the first party or of his successor shall no longer be required or when such a course is otherwise found necessary the Forest Officer shall have the right to discontinue with the services of the second party or of his successor and to resume the grant at any time he pleases.

2. Seeds, transplants and stumps must be sown or planted in the first year of cultivation of the Taungyas at the appropriate time as pointed out by the Forest Officer or any officer deputed by him and be tended for 2 growing seasons.

3. Except for sal seeds, all other seeds, plants or stumps will be provided by the Forest Authorities.

4. Seeds must be sown in a 3' wide line (which should be kept free of field crops) spaced at 10 feet intervals, the 10 feet space in between the lines being used for field crops. A central line of seeds or cuttings may be put in, in the second year if necessary. In the case of transplants and stumps, the spacing will be 6' x 6'. The Forest Officer may order removal of field crops that are interfering with the growth of forest plants.

5. At the expiry of the 2 growing seasons the Taungya or a must be handed over to the Forest Authorities in a fully stocked condition and then if directed by the Forest Authorities burnt between the lines.

6. Labour for women and children will be given on payment of Rs. 1/- and 75 paise respectively if available and desired.

7. The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the second party fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated any standing crop sown by the second party shall be disposed of by the Forest Officer for the benefit of the grantee.

8.

8. In the event of any dispute arising between the Forest Officer and the second party as to the interpretation or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relation thereto such dispute shall be referred to the Conservator of Forests, Assam whose decision thereon shall be final and conclusive between the said parties.

Case
9.6.94.
M. S. RAHMAN
RANGE OFFICER
DABAKA

Signature of the Divisional Forest
OFFICER Nagoun South Division
Forest, Nagoun Division
on behalf on the Governor of Assam

Signature of first witness

Md. Alauddin Chaudhary

Date

5/11/94

Signature of Second witness.

L.T.14

Signature or mark of the second party

Date

Md. Abdul Mannan

GAHC010058682026



2026:GAU-AS:8021

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/1649/2026

NEKBAR ALI ALIAS NEKBOR ALI AND 88 ORS.

S/O- FAZAR ALI VILL.- LONGJUP PADUMONI HATIPARA FV,
BAITHALANGSO, KAMPUR DISTRICT- NAGAON, ASSAM, PIN- 782450

2: ISMAHIL ALI

S/O- NUR ISLAM VILL.- LONGJUP PADUMONI HATIPARA FV
BAITHALANGSO
KAMPUR DISTRICT- NAGAON
ASSAM PIN- 782450

3: ALAL UDDIN

S/O- MANIR UDDIN VILL.- LONGJUP PADUMONI HATIPARA FV
BAITHALANGSO
KAMPUR DISTRICT- NAGAON
ASSAM PIN- 782450

4: HARMUJ ALI

S/O- USMAN ALI VILL.- JURIPAR
KAMPUR DISTRICT- NAGAON
ASSAM PIN- 782426

5: ABDUL JABBAR

S/O- ABDUL KHALEK VILL.- LONGJUP PADUMONI HATIPARA FV
BAITHALANGSO
KAMPUR DISTRICT- NAGAON
ASSAM PIN- 782450

6: ABDUL SALAM

S/O- ABDUL KADIR VILL.- LONGJUP PADUMONI HATIPARA FV
BAITHALANGSO
KAMPUR DISTRICT- NAGAON
ASSAMPIN- 782450

GOLAGHAT
ASSAM.

11:OFFICER IN CHARGE
MERAPANI POLICE STATION
GOLAGHAT
ASSAM

**BEFORE
HONOURABLE MR. JUSTICE DEVASHIS BARUAH**

For the Petitioner(s) : Mr. A.R. Bhuyan, Sr. Advocate
Ms. S. Laskar, Advocate
Mr. B.M. Deka, Advocate
Ms. S.B. Choudhury, Advocate

For the Respondent(s) : Mr. P.N. Goswami, Sr. Advocate
Mr. I. Kalita, Advocate
Mr. R. Borpujari, Standing Counsel

- Date on which Judgment was reserved : **12.05.2026**
- Date of Pronouncement of Judgment : **08.06.2026**
- Whether the pronouncement is of the Operative Part of the Judgment : No
- Whether the full Judgment has been Pronounced : Yes

JUDGMENT AND ORDER (CAV)

Heard Mr. A.R. Bhuyan, the learned Senior Counsel assisted by Ms. S. Laskar, the learned counsel; Ms. S.B. Choudhury, the learned counsel; and Mr. B.M. Deka, the learned counsel appearing on behalf of the Petitioners in the instant batch of writ petitions.

(v) Aadhar Cards, Election IDs, names in the Electoral Rolls, Electricity Connection, Certificates issued by the Panchayat Authorities cannot be regarded as documents which would entitle the Petitioners to reside within the Reserved Forests.

(vi) The Notification issued under Section 5 of the Assam Panchayat Act, 1994 is only a Notification extending the benefits of the Panchayat Raj Institutions to the Reserved Forests. The said Notification issued under Section 5 of the Assam Panchayat Act, 1994 would under no circumstances change the character of the Reserved Forests. The reason being Section 2 of the Forest (Conservation) Act, 1980 categorically bars any State Law or any Central Law applicable to the State from de-reserving a Reserved Forest or portion thereof without the approval of the Central Government.

(vii) A perusal of the provision of the Regulation would show that no rights have been conferred upon persons carrying Jhumming cultivation or under the Taungya System to reside within the Reserved Forests, except those persons who come within the ambit of Forest Dwelling Scheduled Tribes and Other Traditional Forest Dwellers as defined in the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of

Forest Rights) Act, 2006. Furthermore, no person can claim derivative rights, when no rights have accrued upon the persons claiming rights under the Taungya System. Apart from that, there is a bar under Section 22 of the Regulation from alienation without the previous sanction/approval of the State Government.

(viii) The Petitioners herein have failed to show that they come within the scope of Forest Dwelling Scheduled Tribes or the Other Traditional Dwellers as defined in Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 and under such circumstances, they have no right to remain within the Reserved Forests. The Petitioners herein have also failed to show that their names have been recorded in the Jamabandi prepared by the Forest Department of the Government of Assam.

(ix) The Revenue Authorities of the State of Assam cannot confer any right over any lands falling within the Reserved Forests by virtue of Section 4 of the Assam Land and Revenue Regulations, 1886. Therefore, issuance of any Patta or accepting revenue by the Revenue Authorities in respect to lands falling within the Reserved Forests would not create any

Evicted Area of Reserve Forest Land (During last 5 years)

Sl. No.	Name of Forest Division	Name of Reserved Forests	Total Area Evicted (in Ha)	Total Nos of Family Ejected (Approx)
1	2	3	4	5
1	Kamrup East	Gotanagar	15.175	13
2		Fatasil	4.23	40
3		Hengrabari	13.527	25
4		Garbhanga	13.5646	73
5		Kawasing	0.5	0
6		West Apricola	1.01	0
7		Marakdola	1.44	0
8		Matapahar	8.045	0
9		Chamata	1	29
10	Kamrup West	Barduar	18.52	0
11		Mayang	1.52	0
12		Kulsi	10.42	Betelnut plantation
13		Milmillia	1.264	Betelnut plants cut
14		Chhaygaon	0.3	1
15		Moman	3.23	Illegally cultivated Betel nut saplings and Banana plants uprooted
16		Jarikhuri	2.56	0
17		Luki	3.15	0
18		Taraibari	5	0
19		Gizang	4.53	0
20		Nampathar	2	Illegally cultivated Ereca nut saplings uprooted
21		Borjuli	2.5	Illegally cultivated Ereca nut saplings uprooted
22		Bordova	0.53	0
23		Bagaikhas	0.2	Illegally cultivated arecanut plants (Approx 600 Nos.) & Banana Plants (Approx. 20 Nos.)
24		Pantan	6.5	Illegally cultivated Betel nut saplings uprooted
25	North Kamrup	Agiyathuri	0.5	2
26		Boromboi	1.5	9
27	Goalpara	Dohikata	155	588
28		Pancharatna	50	33
29		Guriajhar	22	25

30	Goalpara	Paikon	138	1080
31		Athiabari	150	Tea garden, Betelnut Plantation
32		Budlung	12	Rubber & Betelnut
33		Baghmara	10	0
34		Deosila	114	Tea garden, Betelnut Plantation
35		Ghagra	2.5	0
36		Kanyakuchi	127	Tea garden, Betelnut Plantation, Pig Firm, Goat Firm
37		Kahibari	21.5	0
38		Salpara	8	0
39		Bandarmatha	67	450
40		Dhamor	38	124
41		Kumarkhali	88	1470
42		Nalbari	64	320
43	Cachar	Borak RF	16.689	4
44		Innerline RF (Part)	80.52	12
45		Sonai RF	25.5	0
46		Upperjiri	0.9	3
47	Sribhumi	Tilbhum	150	76
48		Patheria	32.5	1
49		Duhalia	858.3	354
50		Longai	252	189
51		Singla	24.133	Kachacha House
52		Badshahitila	515	435
53	Hailakandi	Innerline RF	656.959	542
54		Katakhali	64.05	21
55	Dhubri	Chandardinga	2	16
56		Dudhnath Hill	11.5	111
57	Aie Vally	Nakkati	5	0
58		Kakoijana	3	1
59		Bhairab RF	10	0
60	Nagaon	South Diyu	7.25	Betelnut Plantation cut
61		Lutumari	710	1332
62		Borpani	5	4
63		Sonaikuchi	2.5	1
64		Tetelia Bagara	10	9
65	Nagaon South	Daboka	3	0
66		Jamuna Maudunga	700	1098
67		Lumding	1412.5	736
68		Kaki	20	0
69	Sonitpur West	Charduar RF	1	0
70		Balipara RF	11	0
71		Senglimari RF	24.4	0
72	Sonitpur East	Naduar RF	5	0

73	Lakhimpur	Ranga	2.5	1
74		Pabha	1750	507
75	Digboi	Upper Dehing (West Block)	41.8	60
76		Upper Dehing (East Block)	15	0
77		Tinkopani	50	0
78		Namphai	110	0
79		Tipong	0.13	0
80		Lekhapani	0.13	0
81		Paharpur	3	0
82		Tirap	1.13	0
83	Golaghat	Doyang	55	320
84		Rengma	1273	4392
85		Nambar South	197	919
86	Haltugaon	Chirang RF	190	127
87	Chirang	Manas (pt-I)	223	0
88		Manas (pt-II)	10	0
89		Chirang Ripu RF	285	304
90	Dhansiri	Bhairabkunda	3	0
Total (Area in Ha.)			11019.1066	15857