

Jammu & Kashmir

(REHABILITATION OF DEGRADED FORESTS AND VILLAGE PLANTATION) RULES, 1992

(NOTIFIED VIDE SRO NO.61 DATED: 19.03.1992
read with amendments made vide
SRO NO.17 OF 12.01.1999 and SRO NO.143 OF 26.04.2011)

COMPILED BY:-

SECTION OFFICER,
SOIL & WATER CONSERVATION DEPARTMENT, J&K

Jammu & Kashmir

Notification No.SRO-61 of 19.3.1992

Whereas certain areas in the demarcated forests have been identified as degraded forests, and

Whereas it is necessary to afforest the waste Khalsa land not under cultivation for the benefit of agriculture and agriculturists and to prevent denudation and soil erosion in such areas, and

Whereas raising of village woodlots in these areas is necessary to meet the fuel, fodder, fiber and small timber requirements of the local people; and

Whereas active participation of local people is vital for regeneration, maintenance and protection of plantation done for afforestation and rehabilitation as aforesaid.

Now, therefore, the Government in exercise of the powers conferred under sections 5 and 14-A of the Jammu & Kashmir Forest Act, Svt. 1987 (Act No. II of 1987) is pleased to make the following rules.

THE JAMMU AND KASHMIR (REHABILITATION OF DEGRADED FORESTS AND VILLAGE PLANTATION RULES 1992)

CHAPTER I

1. Short title and Commencement

- (i) These rules may be called the Jammu and Kashmir (Rehabilitation of Degraded Forests and Village Plantation) Rules 1992.
- (ii) These shall come into force from the date of their publication in Government Gazette.

2. **Definitions :** In these rules unless the context otherwise requires the words and expressions used shall have the same meaning as assigned to them respectively in Jammu and Kashmir Forest Act, Svt 1987.

CHAPTER II

VILLAGE (REHABILITATION OF DEGRADED FORESTS) COMMITTEE

3. Composition

- (1) ¹*[There shall be constituted village (Rehabilitation of Degraded Forests) Committee for each village or group of villages for the purposes of protection and management of degraded forests].*
- (2) People residing at the edge of degraded forests shall form the basis of membership of the Village (Rehabilitation of Degraded Forests) Committee.
- (3) One adult male/female member of each independent household residing at the edge of degraded forests shall have the right to become member of a Village (Rehabilitation of Degraded Forests) Committee. The Block Forester and/or Forest Guard shall verify the membership of all members of Village (Rehabilitation of Degraded Forests) Committee within their area of jurisdiction.
- (4) ¹*[Each Village (Rehabilitation of Degraded Forests) Committee shall have an executive committee of 11 to 15 members including at least two women, three members from Scheduled Caste/Schedule Tribes/Backward Tribes /Backward class, a representation of nomads and two members from each panchayat falling under the jurisdiction of village committee to be nominated, by the Surpanch to carry out the task of such committee. The Patwari of the Halqa shall be ex-officio member of the said Executive Committee].*
- (5) ¹*[The members of Executive Committee shall be elected once in three years by the respective village (Rehabilitation of Degraded Forests Committee). In the event of any default by the executive committee in the performance of its duties fresh elections shall be held by the said Committee. The concerned Range Officer/Block Forester shall be Returning Officer for conducting such elections].*
- (6) ¹*[The Executive Committee shall select one of its members as Chairman and also choose a treasurer amongst themselves].*

- (7) The Concerned Block Forester/Forest Guard shall act as member-secretary and shall be responsible for assisting the Village. (Rehabilitation of Degraded Forests) Committee to co-ordinate its activities with other Government Departments and shall also be responsible for the maintenance of records of the concerned committee.
- (8) ⁶Constitution of all the Committees under these rules shall subject to the approval of concerned Divisional Forest Officer (territorial) or Divisional Forest Officer, Social Forestry or District Soil Conservation Officer as the case may be;
- (9) ⁶If any inclusion or change in the Village (Rehabilitation of Degraded Forests) Committee or Executive Committee is necessitated after its initial constitution, the Executive Committee shall make the recommendations to the Divisional Forest Officer (territorial), Divisional Forest Officer, Social Forestry, District Soil Conservation Officer, as the case may be, whose decision shall be final.
4. ¹**[Meetings:** *The Member Secretary of the Executive Committee shall convene at least two formal meetings of the Executive Committee and one meeting of the general body in a calendar year].*
5. ¹**[Supervision:** *District level policy review committee shall supervise and review working of all the committees and shall consist of :-*
- Dy. Commissioner of the concerned District* Chairman
 - All the Divisional Forest Officers both Members Territorial as well as Social Forestry of Social Forestry Department, ⁷[and Soil Conservation Officer of Soil Conservation Department of the District].*
 - Three prominent non-govt. officers including two Members Panches of the area to be nominated by the Dy. Commissioner.*
6. ⁶**Agreement:** The Village (Rehabilitation of Degraded Forests) Committee shall enter into an agreement with the Divisional Forest Officer (territorial) or Divisional Forest Officer, Social Forestry or District Soil Conservation Officer, as the case may be, in terms of the conditions agreed upon by the parties. The agreement shall be in the Form 'A' appended to these rules.
7. **Functions:** The Village (Rehabilitation of Degraded Forests) Committee shall perform the following functions namely :-
- to ²[associate] the ⁶[Social Forestry /Forest (Territorial)/ Soil Conservation Department] as the case may be, in protecting, the ⁶[Social Forestry /Forest (Territorial)/ Soil Conservation Department] Plantations through the members of the committee.
 - to inform forest personnel of any person or persons attempting trespass and wilful damage to the ⁶[Social Forestry /Forest (Territorial)/ Soil Conservation Department] Plantations or commit theft thereon.

- (c) to ²[associate] ⁶[Social Forestry /Forest (Territorial)/ Soil Conservation Department] in preventing such trespass encroachment, grazing, theft or damage.
 - (d) to ²[associate] ⁶[Social Forestry /Forest (Territorial)/ Soil Conservation Department] in preventing such trespass encroachment, grazing, theft or damage.
 - (e) to ² [associate] ⁶[Social Forestry /Forest (Territorial)/ Soil Conservation Department] in the smooth and timely execution of all plantation works taken up in the degraded works.
 - (f) to ²[associate] the concerned ⁶[Social Forestry /Forest (Territorial)/ Soil Conservation Department] officials in selecting/engaging labourers required for plantation works.
 - (g) to ²[associate] in harvesting of the plantation by the ⁶[Social Forestry /Forest (Territorial)/ Soil Conservation Department]:
 - (h) to ²[associate] the concerned ⁶[Social Forestry /Forest (Territorial)/ Soil Conservation Department] officials in the distribution of the usufructs among the members of the Village (Rehabilitation of Degraded Forests) Committee as per the register of members maintained by the committee.
 - (i) to ²[associate] in preventing any activity done at the plantation site in contravention of the provisions of the Jammu and Kashmir Forest act, Svt. 1987 and the rules made thereunder.
 - (j) to report about activities of a particular member which are prejudicial and detrimental to the interest of plantation, to the concerned Range Officer which may result in cancellation of membership of the erring member.
 - (k) to ²[associate] Forest officials to take action or proceeds under J&K Forest Act, Samvat 1987 (Act No.: of 1987) and the rules made thereunder against the persons involved in forest offences in degraded forests; and
 - (l) to evolve procedure in consultation with ⁶[Social Forestry /Forest (Territorial)/ Soil Conservation Department] officers to be adopted by its members for collecting produce such as fodder grass, dry and fallen wood from the plantation site in a manner which ensures sustainable yields of such produce from the area.
8. **Termination:** The Divisional Forest Officer or any Range Officer authorised by the Divisional Forest Officer in this behalf may take action including termination of the membership against any member who are failed or neglected to perform his functions under these rules.
9. **Appeal :** (I) Any person aggrieved by the order made under rule 8 may, within 15 days, prefer an appeal to
- (a) The Divisional Forests Officer against an order of Range Officer.
 - (b) ⁶Circle Conservator of Forests/Regional Director, Social Forestry / Joint Director, Soil Conservation against the order of the Divisional Forest Officer or District Soil Conservation Officer.
 - (ii) The order passed under sub-rule (I) shall be final.
10. **Maintenance of Register :** (1) The Village (Rehabilitation of Degraded Forests) Committee shall maintain a register showing necessary particulars of beneficiaries who are members of the Committee, e.g;

- (a) Name
 - (b) Father's Name
 - (c) Address
 - (d) Age
 - (e) Members of the family
 - (f) Name of the nominee.
 - (2) The nomination forms duly filled in and approved by the Executive Committee should be pasted in the register. Such registers are also to be maintained in the concerned Range Office of the Social Forestry/Forest Department for permanent record.
 - (3) ³[Each member of the village committee provided with a pass book showing therein details as at sub-rule (1) above. All the benefits derived by the members shall be entered in the pass book at the end of each financial year and shall be duly authenticated by the concerned Block Foresters}.
11. **Proceedings:** The Village (Rehabilitation of Degraded Forests) Committee shall maintain a 'register' wherein proceedings of the meetings of the Executive Committee held from time to time as well as proceedings of the annual general meetings of the Village (Rehabilitation of Degraded Forests) Committee will be recorded under the signature of the ²[Chairman] of the committee and such minutes duly attested shall be sent to the concerned Range Officer for record.
12. **¹Sharing of harvest ⁷[and further management/disposal of land area];**
- (1) The Committee in consultation with all the members will determine how to share 50% of the proceeds from each major harvest of the plantation in kind or the sale proceeds of the produce of the plantation of degraded forests amongst members.
 - (2) The Village (Rehabilitation of Degraded Forests) Committee may generate common village fund in the name of committee by sale of surplus interim produce or from the share of the sale of major produce and keep the deposit in any of the scheduled Banks to be utilized for the welfare of villagers. The Bank account/accounts would be operated upon by the Chairman, the Secretary and the treasures only].
 - (3) ⁷[After final harvest of produce, the village wood lot land getting vacant will be recycled for raising fresh plantation/afforestation schemes comprising of fast growing species of fuel wood, fodder, small timber or fruit bearing/horticulture species to maintain tree cover of the State in the interests of Ecology and Environment.
 - (4) Where some individuals/ private parties have of late come up with claims of proprietorship within village wood lots falling under plantations established by Social Forestry/ Soil Conservation Department, the same will be looked into/disposed off on case to case basis on grounds of their merit in light of authentic Land Revenue records at District level in a Coordination Committee, consisting of following which will meet once in two months:-
 - 1) Deputy Commissioner Chairman
 - 2) DFO Forest (T)/ Social Forestry/ District Soil Conservation Officer as the case may be Member
 - 3) Tehsildar concerned Member
 - 4) Representative of Village (RDF) Committee Member

Where ever, such land is situated amidst village woodlots such area can be acquired for further management as village forests from out of funds available under CAMPA.

Provided that plantation existing on such land/area will continue to vest with concerned Social Forestry Department/ Soil Conservation Department as the case may be till crop attains maturity and thereafter final usufruct, shall be shared between the landlord and Government on the basis of 75:25 as provided under rules treating the private landlord, so established, as a single Member Village Committee and the private landlord shall have the liberty for deciding future land use of the area.

Provided further that village woodlots may be declared as “village forests” in accordance with provisions of Jammu and Kashmir Act in consultation and mutual consent of the village committees.

- (5) The Social Forestry / Soil Conservation plantations raised over degraded areas in demarcated forests shall remain free from all encumbrances excepting as laid down under these rules and the Territorial Forest Department shall assume charge/management of Social Forestry / Soil Conservation plantations raised in such degraded demarcated forest areas within 5 to 11 years of their establishment/plantation.

The guidelines will, if required, accordingly, be changed in respect of the plantations raised under Chief Minister’s participations afforestation programme so as to make them coincide with the provisions of these rules.

The plantation raised on roadside strips, Government institutions/wetlands/ canal banks shall vest with State Government under control of concerned Department for future management strictly as per these rules as applicable to village wood lots excepting that the proceeds of final harvest will exclusively belong to State Government.]

13. **Works:**

- (a) An agreement specifying the rights and responsibilities of all parties shall be signed before commencement of any works in the plantation.
- (b) The content of the works to be undertaken shall be decided in consultation with the Village (Rehabilitation of Degraded Forests) Committee.

14. **Usufructuary benefits:**

- (a) The Block Forester/Range Officer in consultation with Executive Committee and with the approval of the Divisional Forest Officer concerned will distribute to the beneficiaries their proportionate share of usufructs from the final harvesting, not before the crop attaining the age of 10 years.
- (b) The members shall be entitled to collect free of royalty, without causing any damage to the plantation, grass, fodder, dry and fallen wood, pruning, thinning etc. with the permission of the Block Forester.
- (c) The members will have to assist in protecting the plantation to be eligible for sharing of usufructs under these rules.

- (d) The members will not be entitled to produce from tree preserved under the Jammu and Kashmir Preservation of Specified Trees Act 1969 (V of 1969).
 - (e) An individual whose membership stands terminated under any of these rules shall not be entitled to benefit/sharing of usufructs under these rules.
15. **Review:** The major rights and responsibilities of Village (Rehabilitation of Degraded Forests) Committee and Executive Committee will be reviewed by Principal Chief Conservator of Forests/Chief Conservator of Forests (Project Director) ⁶[Social Forestry Project/ Director Soil Conservation] annually.

CHAPTER III

VILLAGE PLANTATION (PROTECTION AND MANAGEMENT) COMMITTEE

16. ¹[Composition : *There shall be constituted a village plantation (Protection and Management) committee in a village or group of villages for the purpose of protection and management of such waste lands/ undemarcated forests and khalsa sarkar lands as are not included in demarcated forests. The composition and other conditions regarding membership and election of the committee shall be the same, as provided for village (Rehabilitation of degraded forests) committee*].

17. **Meetings and procedure :**

- (1) *The committee will meet at such place as may be convenient to members or in such villages where such plantations are to be raised on the dates that may be notified by the chairman.*
- (2) *The Committee will in consultation with people of the village concerned select area as required for the benefit of the villagers, their cattle and agriculture and for prevention of denudation and soil erosion.*
- (3) *The committee will open a file in each case in which the statement of villagers, the points agreed upon and the decision of the committee and recorded in the form of a resolution in the following manner.*
 - (a) *Description of boundaries of the area to be covered.*
 - (b) *The produce to be removed by the villagers.*
 - (c) *Acts that are prohibited.*
 - (d) *Regulation on closure of grazing.*
- (4) *All points of disagreement between villagers, objections, claims and rights will be heard, discussed and eliminated by the committee before a final decision is recorded which should be signed by all members.*
- (5) *The rules of protecting the forest will be the same as provided for in the Forest Act, Samvat 1987. Similarly, the concessions as granted in Jammu and Kashmir Forest Notices will be availed of by the villagers ⁴[....].*
- (6) *The file be then handed over to the revenue official who will get the area demarcated through villagers by means of boundary pillars of the same type as forest boundary pillars. ²[Patwari Halqa will prepare a map of the area and demarcate the same on the ground through villagers].*
- (7) ¹*[The file be submitted to the Deputy Commissioner through the Divisional Forest Officer concerned].*
- (8) ¹*[Notification will be issued by the Deputy Commissioner under Chapter III-A of the Forest Act. The file will then be returned to the Divisional Forest Officer concerned with a copy of the Tehsildar of the area].*
- (9) ⁴ *[Deleted].*

18. **Functions:**

- (1) *The village Plantation (Protection and Management) Committee will enter into an agreement in terms of resolution arrived at and sanctioned by the authority with Divisional Forests Officer, ⁶[Social Forestry Wing/District Soil Conservation Officer] of the area. The agreement shall be in Form 'B' appended herewith.*

- (2) The Village Plantation (Protection and Management) Committee will then enforce the rules framed for the protection of the area and regulation of concessions, benefits and grazing rules as sanctioned in the file.
 - (3) In case of an act, concession or benefits not specifically provided in the rules as sanctioned in the file, then Village Plantation (Protection and Management) Committee will enforce rules formed under Jammu and Kashmir Forest act, Samvat 1987.
19. **Supervision:** The functioning of the Village Plantation (Protection and Management) Committee shall be subject to the supervision and review of the District level Policy Review Committee constituted under rule 5.
 20. **Motivation of villagers :** The Deputy Commissioner and the Divisional Forest Officer of the District in which these rules are made applicable will discuss and explain the advantages of the schemes to the villagers in their respective (Protection and Management) Committees and report their progress to the Divisional Commissioner and Regional Director/Conservator of the province respectively.
 21. **Grazing:** The area should usually be closed to grazing; when closure of the whole area is not possible, as much of the area as can conveniently be closed for a number of years, should be closed.
 22. ¹**[Joint Management:** (1) For the joint management of the area, a development-cum-management plan will be prepared by the Social Forestry in collaboration with the villagers.
(2) *If the villagers undertake to carry out a programme of the sowing and plantation, it will be done under the joint management of the ⁶[Social Forestry/Soil Conservation Department] and the villagers.*
 23. **Cost of Planting, Maintenance and Protection:**
 - (1) Cost of planting maintenance and protection would be borne by the ⁶[Social Forestry/Soil Conservation Department] for ² [the first five to ten years] but the local population will participate in protecting and plantation. Thereafter the management and protection of the plantation will be responsibility of the Village Plantation (Protection and Management) Committee.
 - (2) The ⁶[Social Forestry/Soil Conservation Department] will continue to ⁴[monitor and control the management] of the plantation even after management and protection has been taken over by the village committee.
 - (3) ¹[All each major harvest after establishment of the plantation, ⁶[Social Forestry/Soil Conservation Department] will recover 25% share from the sale of fuelwood timber or poles and 75% of cash balance will be given to the village plantation (Protection and Management) Committee].
 - (4) ³[The village Plantation (Protection and Management) Committee may generate common village fund in the name of Committee, by the sale of excessive interim conduct or from the share of the sale of major produce and keep the deposit in any of the scheduled banks to be utilized for the welfare of villagers. The Bank Account(s) should be operative by Chairman, Secretary and the Treasurer only].
 24. **Distribution of Funds:** The Village Plantation (Protection and Management) Committee will utilize the funds either for replanting the area or for financing the

establishment of additional village woodlot or for financing public works in the village/villages (i.e. construction of water supply, village roads etc.).

25. Usufructs and Benefits: (1) The villagers will be entitled to collect grass, fallen wood and tree loppings from the plantation area as provided under the Kashmir Notice for Kashmir Province and Jammu Notice for Jammu Province.

(2) The ⁶[*Social Forestry/Soil Conservation Department*] acting through its field staff will encourage villagers to participate in establishing village wood lots by explaining the benefits to be obtained the community plantation and assist village Plantation (Protection and Management) Committee and Village (Rehabilitation of Degraded) Forests Committee in demarcating areas of wastelands on which plantation is to be done.

CHAPTER IV

REPEAL AND SAVING

26. All rules and orders corresponding to these rules in force immediately before the commencement of these rules are hereby repealed.

Provided that all rules and orders made, permits, license and passes granted, fees and imposed on assessed proceedings instituted and all actions taken or thing done or my of the rules or orders in force before the commencement of these rules shall be made to have been made, granted, levied or done under the corresponding provisions and rules.

Amendments made incorporated by way of substitution, recast, deletion and addition ordered vide;

1. SRO No.17 of 12th January, 1999 issued by Forest Department.
2. SRO No.143 of 26th April, 2011 issued by Forest Department.

Details of Amendments;

1. Recasted vide SRO No.17 of 12th January, 1999.
2. Substituted vide SRO No.17 of 12th January, 1999.
3. Added vide SRO No.17 of 12th January, 1999.
4. Deleted vide SRO No.17 of 12th January, 1999.
5. Recasted vide SRO No.143 of 26th April, 2011
6. Substituted vide SRO No.143 of 26th April, 2011
7. Added vide SRO No.143 of 26th April, 2011
8. Deleted vide SRO No.143 of 26th April, 2011

Form A

JAMMU AND KASHMIR _____ DEPARTMENT
PROFORMA AGREEMENT

An agreement made this _____ day of _____ 19____ between _____ Village (Rehabilitation of Degraded Forests) Committee hereinafter referred to "the Committee" (which expression shall also include its successors) and _____ The Divisional Forest Officer _____ Division/District Soil Conservation Officer _____, hereinafter referred to as "the Forest Officer" (where expression shall mean and include his successors).

- (i) Whereas the Forest Department has planned to rehabilitate an area within a demarcated forest and more particularly described in the schedule hereto (hereinafter referred to as the "degraded forest area") and
- (ii) Whereas the said degraded forest area is contiguous to the territory within the land revenue jurisdiction of mouza _____ and
- (iii) Whereas the inhabitants of the mouza are electors and within jurisdiction of the panchayat and have approached the Panchayat to request the Forest Officer to permit them to protect any 'rehabilitation works within the degraded forest area in return for a share of the forest produce at harvest, and
- (iv) Whereas the panchayat conveyed such request to the Forest Officer to which the Forest Officer has conceded to.

Now this agreement witnesseth:-

- 1. The Forest Officer will rehabilitate the degraded forest area in accordance with plans sanctioned by the Forest Development.
- 2. The panchayat on behalf of the said mouza undertakes that the inhabitants of the said mouza protect the said rehabilitation works and will prevent any person from damaging the said works.

The Panchayat further undertakes on behalf of the said mouza that the inhabitants of the said mouza will keep the Forest Officer duly informed of any attempts to damage the said plantation and co-operate with Forest Officer to the extent necessary to fulfill their obligations hereunder.

- 3. In consideration of the aforesaid acts, the inhabitants of the said mouza and upon their due performance the Forest Officer agrees and undertakes that the inhabitants of the said mouza will be entitled to receive forest produce (or cash in thereof property in cash and property in forest produce) to the extent of 25 percent of the value of the forest produce accruing from the said degraded forest area at harvest, after deducting therefrom all direct cost. For the purpose of this agreement the term "direct costs" shall mean an included cost of establishment maintenance.
- 4. The panchayat agrees and undertakes the beneficiaries will enclose the said plantation with brushwood fencing upon being requested by the Forest Officer to do so and at such time (or times) as the Forest Officer may deem fit.
- 5. For all plantation work, the Forest Officer and the Committee will as far as is practicable employ labour from among the beneficiaries giving preference to Land less agricultural labourers and persons belonging to the traditionally poorer segments of the population.
- 6. During the operation of this segment the Forest Officer will provide regular training to the villagers nominated by the panchayat in order to develop skills and transfer techniques of cultural operations so that panchayat and the beneficiaries may assume management of the plantation as soon as possible and also develop the ability to establish, run and manage similar plantations in the future.

7. The Forest Officer will maintain in a plantation a journal which will follow the format of the existing Forest Department Journal, record of the numbers of plants by species survival, mandays of labour and other inputs and expenditures incurred by the Forest Officer and the panchayat (by or on behalf of the beneficiaries) and will make such information available upon request to a representative of the beneficiaries duly authorised in writing by the panchayat.
8. Before the commencement of this agreement the parties hereto have prepared a scheme more particularly set in **schedule 2** hereunder which sets out, inter alia:
 - a) the minor forest produce which the beneficiaries may collect free of charge and the manner of its collection subject, however, to the right to the Forest Officer to prohibit such collection (in part or entirely) after discussion with the beneficiaries if the Forest Officer deems such prohibition necessary for improvement and establishment of the plantation.
 - b) The method by which the forest produce accruing at each thinning, cutting or final felling shall be subject to the recovery of costs by the Forest Officer set out in clause 9 below, be distributed among or sold to the beneficiaries or sold to persons other than the beneficiaries and in event of such sale, the objects on which the net income arising from such sale will be expended, and
 - c) Where any sale takes place under sub-clause, (b) above the percentage of the net income which will be reserved for the purpose of reforestation.
9. At the first rotation, the Forest Department shall be entitled to recover all its direct costs without interest in a manner determined by mutual agreement between the parties hereto and the beneficiaries, and failing such agreement, at the discretion of the Forest Officer, until such recovery or costs incurred shall be an interest-free charge on the plantation. For the purpose of this agreement the term "direct costs" shall mean and include costs of establishment, maintenance, supervision and protection but not the cost of seedlings and brushwood fencing.
10. During the operation of this agreement the Forest Officer shall be entitled to enter upon the said lands for inspection, supervision, and other works connected with or incidental to the creation, maintenance and harvesting of the said plantation and for such scientific and technical studies as may be considered by the Forest Officer appropriate and relevant.
11. This agreement shall remain in force for a period of 30 days distribution and /or receipt of net income from the sale of forest produce from final felling unless earlier determined by mutual consent of the parties after consultation with the beneficiaries.
12. In the event of any disagreement between the parties hereto about the interpretation of the agreement, or of any of its term, either party refer the matter to the Director, Social Forestry / Soil Conservation Department, J&K whose decision shall be final and binding on the parties.

Signed the day and year first mentioned above.

COMMITTEE _____
(for and on behalf of mouza)

1. Witness: _____

2. Witness: _____

Forest Officer

1. Witness: _____

2. Witness: _____

SCHEDULE I

District	Police Station	Village	Kera	Numbers

SCHEDULE II

1. Description of minor forest produce which may be collected free of charges.
2. Scheme of distribution and or sale of forest produce at:-
 - (a) Thinning
 - (b) Felling
3. Percentage of net income arising from 2 (a) and (b) to be received for re-forestation.

Form B

JAMMU AND KASHMIR _____ DEPARTMENT
PROFORMA AGREEMENT FOR VILLAGE WOODLOTS

An agreement made this _____ day of _____ 19____ between _____ Village Plantation (Protection and Management) Committee, hereinafter referred to as “the Panchayat” (which expression shall also include its successors) and _____ the Divisional Forest Officer _____ Division / District Soil Conservation Officer _____ hereinafter referred to as “the Forest Officer” (where expression shall mean and include its successors, servants and agents). Whereas the inhabitants of mouza _____ Police Station _____ and District _____ hereinafter referred to as “the beneficiaries”, have requested the panchayat to apply to the Forest Department to establish a plantation on wastelands more particularly described in **Schedule I** hereto; hereinafter referred to as “the said lands” and whereas the panchayat and the Forest Officer have satisfied themselves, after making such enquiries as are deemed adequate and proper that the beneficiaries are well and truly entitled and have complete right to the said lands, and whereas the Forest Officer and the panchayat (for an on behalf of the beneficiaries) have agreed, upon the mutual assurances and undertaking hereunder contained to enter into the contract.

Now the agreement witnesses:-

1. The Forest Officer will create, establish and manage a plantation on the said lands with the assistance of the Panchayat and the beneficiaries and in accordance with the operational plan described in clause 2 below.
2. Before commencement of the plantation the Forest Officer will, after, consultation with the panchayat and beneficiaries, prepare an operational plan. The said plan shall, inter-alia, contain the species mix, scheduling of different cultural operations and likely main output.
3. For a period of three years, or such length of time as may be mutually agree upon by the Forest Officer and the panchayat the Forest Officer will arrange, manage and protect the plantation after which the beneficiaries will assume for responsibility for management, maintenance and protection of the plantation. The Forest Officer may either arrange the protection through his own agencies or may entrust such responsibilities to the panchayat while the Forest Officer would have the necessary expenditure in this regard.
4. The panchayat will agree and undertake that the beneficiaries will enclose the said plantation with brushwood fencing, upon being requested by the Forest Officer to do so and at such time (or times) as the Forest Officer may deem fit.
5. For all plantation works, the Forest Officer and the Panchayat will, so far as is practicable employ from among the beneficiaries, giving preference to landless agricultural labour and persons belonging to the traditional backward segments of the population.
6. During the operation of this agreement the Forest Officer will provide regular training to villagers nominated by the panchayat in order to develop skills and transfer techniques of cultural operations so that panchayat and the beneficiaries, may assume management of plantation as soon as possible and develop the ability to establish, run and manage similar plantations in the future.
7. The Forest Officer will maintain in a Plantation Journal, which will follow the format of the existing Forest Department Journal showing a record of the number of the plants by species, survival, mandays of labour and other inputs and expenditures incurred by the Officer and Panchayat (by or on behalf of the beneficiaries) and will make such information available upon request to a representative of the beneficiaries duly authorised in writing by the panchayat.

8. Before the commencement of this agreement the parties hereto have prepared a scheme more particularly set out in **schedule 2** hereunder which sets out, inter alia:
 - a) the minor forest produce which the beneficiaries may collect free of charge and the manner of its collection subject, however, to the right to the Forest Officer to prohibit such collection (in part or entirely) after discussion with the beneficiaries if the Forest Officer deems such prohibition necessary for improvement and establishment of the plantation;
 - b) The method by which the forest produce accruing at each thinning, cutting or final felling shall subject to the recovery of costs by the Forest Officer set out in clause 9 below, be distributed among or sold to the beneficiaries or sold to persons other than the beneficiaries and in event of such sale, the objects on which the net income arising from such sale will be expended.
 - c) Where any sale takes place under sub-clause, (b) above the percentage of the net income which will be reserved for the purpose of re-forestation.
9. At the first rotation, the Forest Department shall be entitled to recover all its direct costs without interest in a manner determined by mutual agreement between the parties hereto and the beneficiaries, and failing such agreement, at the discretion of the Forest Officer. Until such recovery, all costs incurred shall be an interest-free charge on the plantation. For the purpose of this agreement the term "direct costs" shall mean and include costs of establishment, maintenance, supervision and protection but not the cost of seedlings and brushwood fencing.
10. During the operation of this agreement the Forest Officer shall be entitled to enter upon the said lands for inspection, supervision and other works connected with or incidental to the creation, maintenance and harvesting of the said plantation and for such scientific and technical studies as may be considered by the Forest Officer appropriate and relevant.
11. This agreement shall remain in force for a period of 30 days after distribution and /or receipt of net income from the sale of the forest produce from final felling unless earlier determined by mutual consent of the parties after consultation with the beneficiaries.
12. In the event of any disagreement of difference between the parties hereto about the interpretation of this agreement or of any of its terms, either party may refer the matter to the Director, Social Forestry / Soil Conservation Department, J&K, whose decision shall be final binding on the parties.

Signed the day and year first mentioned above.

COMMITTEE _____
(for and on behalf of mouza)

1. Witness: _____

2. Witness: _____

Forest Officer

1. Witness: _____

2. Witness: _____