

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, fibre 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

- (i) 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].
- (ii) People residing at the edge of degraded forests shall form the basis of membership of the Village (Rehabilitation of Degraded Forests) Committee.
- (iii) 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.
- (iv) ²[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 representative of nomades and two members from each panchayat falling under the jurisdiction of village committee to be nominated by the Surpunch to carry out the task of such committee. The Patwari of the Halqa shall be ex-officio member of the said Executive Committee].

- (v) 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].

- (vi) ² [The Executive Committee shall select one of its members as Chairman and also choose a treasurer amongst themselves].

- (vii) 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.

- (viii) Constitution of all the committees under these rules shall be subject to the approval of concerned Divisional Forest Officer (territorial) or Divisional Forest Officer, Social Forestry as the case may be.

- (ix) In 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, as the case may be, whose decision shall be final.

3. ³ [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].

4. ⁴ [Supervision : District level policy review committee shall supervise and review working of all the committees and shall consist of :-

a) Dy. Commissioner of the concerned District. Chairman

b) All the Division Forest Officers both Territorial as well as Social Forestry of the District. Members

c) Three prominent non-govt. officers includes two Panches of the area to be nominated by the Dy. Commissioner. Members]

5. **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, 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

6. **Functions :** The Village (Rehabilitation of Degraded Forests) Committee shall perform the following functions namely :-

- (a) to ¹[associate] the Social Forestry Department/Forest Department as the case may be, in protecting the Social forestry/Forest Department Plantations through the members of the committee.
 - (b) to inform forest personnel of any person or persons attempting trespass and wilful damage to the Social forestry/Forest Department Plantations or commit theft thereon.
 - (c) to ²[associate] Social Forestry/Forest Department in preventing such trespass encroachment, grazing, theft or damage.
 - (d) to ³[associate] Social Forestry/Forest Department in preventing such trespass encroachment, grazing, theft or damage.
 - (e) to ⁴[associate] Social Forestry /Forest Department in the smooth and timely execution of all plantation works taken up in the degraded works :
 - (f) to ⁵[associate] the concerned Social Forestry /Forest Department officials in selecting/engaging labourers required for plantation works.
 - (g) to ⁶[associate] in harvesting of the plantation by the Social Forestry/Forest Department;
 - (h) to ⁷[associate] the concerned Social Forestry /Forest 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 ⁸[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 interests of plantation, to the concerned Range Officer which may result in cancellation of membership of the erring member.
 - (k) to ⁹[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 Social Forestry/Forest 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.
7. **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 has failed or neglected to perform his functions under these rules.
8. **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) The Circle Conservator of Forests/Regional Director, Social Forestry concerned against the order of the Divisional Forest Officer.
- (ii) The order passed under sub-rule (i) shall be final.
9. **Maintenance of Register** : (i) 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.

- (ii) 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.
- (iii) ¹[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].

10. **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. ³[**Sharing of harvest :** (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].

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 trees 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.

¹ Added vide SRO 17 of 12-01-1999
³ Recast vide SRO 17 of 12-01-1999

² Substituted vide SRO 17 of 12-01-1999

15. **Reviews :** 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) Social Forestry Project 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 :** (i) 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.

(ii) 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.

(iii) 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 are 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.

(iv) 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.

(v) 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. ²[]

(vi) 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. ³[Patwari Halqa will prepare a map of the area and demarcate the same on the ground through villagers].

(vii) ⁴[The file be submitted to the Deputy Commissioner through the Divisional Forest Officer concerned].

¹ Added vide SRO 17 of 12-01-1999
³ Substituted vide SRO 17 of 12-01-1999

² Deleted vide SRO 17 of 12-01-1999
⁴ Recast vide SRO 17 of 12-01-1999

(viii) 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].

18. **Functions :** (a) 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, Social Forestry wing of the area. The agreement shall be in Form 'B' appended herewith.

(b) 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.

(c) 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. ²**[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 Social Forestry Department and the villagers].

23. **Cost of Planting, Maintenance and Protection :** (i) cost of planting maintenance and protection would be borne by the Social Forestry Department for ³[the first five to ten years] but the local population will participate in protecting the plantation. Thereafter the management and protection of the plantation will be responsibility of the Village Plantation (Protection and Management) Committee.

(ii) The Social Forestry 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.

1 Recast vide SRO 17 of 12-01-1999

3 Substituted vide SRO 17 of 12-01-1999

2 Recast vide SRO 17 of 12-01-1999

4 Substituted vide SRO 17 of 12-01-1999

(iii) ¹[At each major harvest after establishment of the plantation, Social Forestry 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].

(iv) ²[The village Plantation (Protection and Management) Committee may generate common village fund in the name of committee by the sale of excessive interim product 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) would 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 :** (i) 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) Social forestry Department acting through its field staff will encourage villagers to participate in establishing village wood lots by explaining the benefits to be obtained from 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, licence and passes granted, fees levied, imposed on assessed proceedings instituted and all actions taken or thing done under any of the rules or orders in force before the commencement of these rules shall be construed to have been made, granted, levied or done under the corresponding provisions of these rules.

J&K SOCIAL FORESTRY PROJECT**Proforma Agreement for Degraded Forests**

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, hereinafter referred to as " the Forest Officer"
 (which 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 Department.
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 fulfil 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 bushwood 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 landless 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 the 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 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 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 bushwood 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 Project, Jammu and Kashmir 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
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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.

J & K SOCIAL FORESTRY PROJECT

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 include its successors) and the Divisional Forest Officer Division hereinafter referred to as "the Forest Officer" (which 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 and 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 bushwood 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 plantations as soon as possible and develop the ability to establish, run and manage similar plantations in the future.
7. The Forest Officer will maintain 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 an 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 manner in which forest produce which the beneficiaries may collect free of charge and the manner of its collection, subject, however, to the right of 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 the 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 the 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 direction of the Forest officer. Until such recovery, all costs incurred should 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 bushwood 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 or 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 project Jammu and Kashmir, 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 :- Forest Officer: