

THE CANTONMENT LAND ADMINISTRATION RULES, 1937

No. 874 dated 20th November, 1937—In exercise of the powers conferred by section 280 of the Cantonments Act, 1924 (2 of 1924), and in supersession of the Cantonment Land Administration Rules, 1925, the Central Government is pleased to make the following Rules, the same having been previously published as required by sub-section (1) of the said section namely—

CHAPTER I GENERAL

1. Short title and extent—(1) These rules may be called the Cantonment Land Administration Rules, 1937.

(2) 'They shall extend to all cantonments in India' [* * *]
[SRO 305 dated 2-12-1950]

1-A. Repeal—If there are in force in any part B state any rules corresponding to these rules such rules are hereby repealed]
[SRO 305 dated 2-12-1950]

2. Interpretation clauses—In these rules, unless there is anything repugnant in the subject or context—

- (a) "the Act" means the Cantonments Act, 1924;
- (b) "Bazar" means any area declared under section 43 A of the Act to be bazar area, and includes any other area which the Central Government may, by notification in the Official Gazette, declare to be a bazar for the purposes of these Rules]
[No. 778 dated 17-6-1939]

Note—Vide Gazette of India (extraordinary) part II section I dated 4-1-1954 the following amendment has been made—

In sub-section (1) of section 43 A of the principal Act, for the words "Bazar" area" the words "civil area" shall be substituted.

- (c) "building site" means a portion of land held or intended to be held for building purposes, whether any building be erected thereon or not, and includes the open ground or courtyard enclosed by, or adjacent to, any building erected thereupon;
- (d) "military" includes "naval" and "air-force";
- (e) "Military Estates Officer" means an officer appointed by the Central Government to perform the duties of a Military Estates Officer under these rules : and

(f) "survey number" means a portion of land of which the area is separately entered in the land records of the cantonment under an indicative number.

CHAPTER II CLASSIFICATION AND TRANSFER OF LAND STANDARD TABLE OF RENTS; MANAGEMENT

3. General Land Register—(1) The Military Estates Officer shall prepare, in the form prescribed in Schedule I, a General Land Register of all lands in the Cantonment—

- (a) inside bazars; and
(b) outside bazars.

(2) No addition or alteration shall be made in the General Land Register except with the previous sanction of the Central Government or such other authority as the Central Government may appoint for this purpose or in accordance with the provisions of rules 10 and 45.

COMMENTS

(1) Where the General Land Register of a Cantonment Board was found not to have been carefully prepared—held that court will not rely on it without corroborative evidence from other records of the cantonment or other testimony. AIR 1935 Lah. 588.

4. Classification of land for the purposes of the General Land Register prescribed by rule 3—

- (a) Land in the cantonment which is vested in the Government shall be divided by the Central Government, or such other authority as the Central Government may empower in this behalf, into two classes, namely—
- (i) Class "A" land which is required or reserved for specific military purposes : and
- (ii) Class "B" land which is not so required, or reserved, but which is retained in the cantonment for the effective discharge of the duties of the Central Government in respect of military administration : and
- (b) Land which is vested in the Board under section 108 of the Act shall be called class "C" land.

5. Class "A" land—Class "A" land shall be divided by the Central Government, or such authority as they may empower in this behalf, into the following sub-classes namely—

- (i) Class "A" (1) land which is actually used or occupied by the Military Authorities, for the purposes of fortifications, barracks stores, arsenals aerodromes, bungalows for military officers which are the property of Government, parade

grounds, military recreation grounds, rifle ranges, grass farms, dairy farms, brick fields, soldiers and hospital gardens as provided for in paragraphs 419, 421 and 425 of Regulations for the Army in India and other official requirements of the Military Authorities.

- (ii) Class "A" (2) land which is not actually used or occupied by the Military Authorities, but to the use or occupation of which for any other purpose, except temporarily, there exist specific military objections.

Explanation—For the purposes of this rule—

- (a) Specific military objections shall be deemed to exist to the use or occupation of land the reservation of which is declared to be desirable by the Central Government in the interests of the discipline, health or welfare of the military forces, or the safety or defence of the cantonment and its inhabitants; and
- (b) military recreation grounds means recreation grounds the management and control of which vest exclusively in members of the military forces.

6. Class "B" Land—Class "B" land shall be divided by the Central Government, or such other authority as they may empower in this behalf, into the following sub-classes namely—

- (i) Class "B" (1) land, which is actually occupied or used by the Defence Department in the administration of Ecclesiastical affairs, including European cemeteries, or by any other Department of the Central Government or by a Railway Administration :]

[No. 37 dated 23-1-1943 & No. 304 dated 2-4-1939]

- (ii) Class "B" (2) land, which is actually occupied or used by or is under the control of, any department of a State Government.
- (iii) Class "B" (3) land, which is held by any private person under the provisions of these rules, or which is held or may be presumed to be held under the provisions of the Cantonment Code of 1899 or 1912 or under any executive orders previously in force, subject to conditions under which the Central Government reserve, or have reserved, to themselves the proprietary rights in the soil; and
- (iv) Class "B" (4) land, which is not included in any other class.

7. Transfer of land from one class to another—No alteration in the classification of land which is vested in the Government or in the Board shall be made except by the Central Government, or by such other authority as they may empower in this behalf, and the conditions on which land may

be transferred from one class to another shall be governed by the orders of the Central Government or by the provisions of any law or rule for the time being in force which may be applicable : provided that land in class "B" (4) may be transferred to class "B" (3) by the authority, and subject to the conditions, prescribed by rules 15 to 48.

8. Standard Table of Rents—The Military Estates Officer, in consultation with the Collector, shall from time to time compile, in the form prescribed in Schedule II, standard tables of rent suitable for application to sites for agricultural and non-agricultural purposes in the cantonment, having regard to situation of the site, the nature of the soil, and the rates charged for adjacent agricultural land or for building sites in the neighbourhood.

9. Management of land—(1) The management of Class "A" (1) land, except for such areas or classes of areas as may from time to time be declared by the Central Government to be under the immediate management of the Military authorities themselves, shall be entrusted to the Military Estates Officer.

Note—For class A (1) land placed under management of military authorities please see Annexure III.

(2) The management of Class "A" (2) land shall vest in the Military Estates Officer.

(3) The management of Class "B" (1) land shall vest in the Department or Administration in occupation of the land.

(4) The management of class "B" (2) land shall vest in the State Government in occupation or having control over the land.

(5) The management of all Class "B" (3) land and class "B" (4) land be entrusted to the Military Estates Officer : [No 1550 dated 19-10-1940]

Provided that the Central Government may entrust the management of any such land to the Board. [x x x] [No. 1550 dated 19-10-1940]

(6) The management of Class "C" land vest in the Board under section 108 of the Act.

CHAPTER III

MANAGEMENT BY MILITARY ESTATES OFFICER

10. Maintenance of General Land Register—(1) The Military Estates Officer shall maintain the General Land Register prepared under rule 3 in respect of all land, other than land in bazars the management of which has been entrusted to, or vests in, the Board, and shall register all mutations in column 1 thereof, and shall enter therein—

- (i) every transfer of right of interest in land in the cantonment registered under section 54, 59, 107 or 123 of the Transfer of property Act 1882, of which information has been sent to him

under sub-section (2) of section 287 of the Cantonments Act 1924, or by the Board, when such transfer necessitates an alteration of entries, in any of the columns of the register,

(ii) every grant of such right or interest made by the Central Government.

(iii) every report of the transfer of such right or interest made under section 73 of the Act sent to him by the Board under rule 45. [* * *] [No. 909 dated 23-5-1942]

(iv) every acquisition of interest in land by a Board made under rule 4 of the Cantonment Property Rules, 1925.

(v) every transfer of land to or resumption from a Board made under rule 6 or transfer by a Board made under rule 9 of the Cantonment Property Rules, 1925.

(vi) every interdepartmental transfer of class "A" land and every transfer of class "A" land, from one service of the Army to another under the control of the same head of a department sanctioned by the Central Government.

(vii) every alteration in classification of land sanctioned under rule 7], and [No. 909 dated 23-5-1942]

(viii) every transfer of occupation between departments of the Central Government, State Government and Railway Administrations]. [No. 909 dated 23-5-1942]

(2) The Military Estates Officer shall also make an entry in the Register respecting the transfer of any such right of interest, as aforesaid which he has reason to believe has taken place and of which no report has been made to him.

COMMENTS

(1) *Commissioner mutated name of A in place of B in Municipal Record-He, there after cannot review his order on B application.* [AIR 1989 Pat. (NOC) 56].

11. Credit of Receipts—All receipts from land entrusted to the management of the Military Estates Officer shall be credited in full to the Central Government.

12. The Military Estates Officer's Land Revenue Register—The Military Estates Officer shall maintain a register, in the form prescribed in Schedule III, of all lands in class "A" (2) and "B" (3) which are entrusted to his management and from which revenue is derivable. This register shall be known as the Military Estates Officer's Land Revenue Register, and shall be prepared annually with effect from 1st April, so as to show annual demand in the shape of rent from building sites, agricultural land and other land

CHAPTER IV SPECIAL RULES FOR CLASS "A" LAND

13. Schedules of Class "A" Land—(1) The Military Estates Officer shall maintain plans and schedules of land in class "A" (1) and A (2) for each cantonment in which land is entrusted to his management.

(2) No alteration in the plans and schedules shall be made without the sanction of the Central Government.

(3) As soon as may be after the 1st April of each year and not later than the 1st July, the Military Estates Officer shall submit a certificate, countersigned by the Officer Commanding the Station, to the Central Government as to the correctness of the Plans and Schedules of class "A" land together with a report of any unauthorised structures or encroachments thereon.

Note—For certificates please see Annexure IV.

14. Special Rules for Class "A" Lands—(1) The administrative control of Class "A" (1) Land including the detection and prevention of encroachments thereon, shall vest in the Military Authorities for the time being in occupation of the land. The administrative control of Class "A" (2) land shall vest in the Central Government.

Note—For detection and removal of encroachments Please see Annexure IV

(2) The Military Estates Officer shall conduct his management of Class "A" (1) Land (which shall include the development of the resources of the land, the disposal of usufruct and the planting and maintenance of trees) in consultation with and under the general supervision of the Officer Commanding the Station, at whose discretion expenditure will be incurred within the allotment made to the Military Estates Officer and in accordance with the Military regulations in force regarding the planting of trees and the cultivation of land in military areas.

(3) Land in Class "A" (1) shall not be used or occupied for any purpose other than those stated in sub-rule (i) of rule 5 without the previous sanction of the Central Government or such authority as they may appoint in this behalf :

Provided that the temporary use of class "A" (1) land which is under the management of the Military Authorities may be permitted by those authorities for the storage of materials by contractors for the purpose of carrying out Government work. Such permission shall be given in writing by the Officer of the Military Engineer Services in charge of the work and shall remain in force only for such period as he may consider reasonable but in no case beyond three months from the date of the completion of the work or works for which the material were stored. [No. 1159 dated 10-7-1948]

(4) Class "A" (2) land shall ordinarily be kept vacant but its temporary use or occupation may be licensed by the Military Estates Officer under rule 39, or it may be leased by the Military Estates Officer by private treaty for periods not exceeding five years, with the previous sanction of the Officer Commanding-in-Chief, the Command, or for any other period with the previous sanction of the Central Government :

Provided that where any such land is leased for agricultural purposes, the provisions of rule 32 shall apply.] [S. R. O. 532 dated 12-12-1953]

(5) No building of any kind either permanent or temporary, shall be erected on class "A" land except with the previous sanction of, and subject to such conditions as may be imposed by, the Central Government or by such other authority as the Central Government may appoint for the purpose :

Provided that—

- (a) a temporary construction may, with the previous sanction of the Officer Commanding the Station be allowed on class "A" (2) land licensed, by the Military Estates Officer under sub-rule (4); and
- (b) a temporary construction, may, with the previous sanction of the authority sanctioning the lease, be allowed on Class "A" (2) land leased by the Military Estates Officer under sub-rule (4).

Note—For certificate prescribed under clause (v) of Rule 14 please see Annexure V.

CHAPTER V

DISPOSAL OF LAND BY MILITARY ESTATES OFFICER

15. Sale of land Prohibited—The sale of land for any purpose without the definite orders of the Central Government is prohibited.

16. Building Sites, Leases (Ordinary Terms)—(1) Building sites shall ordinarily be disposed of by lease for a minimum period of thirty years in the first instances renewable at the option of the lessee at equal intervals up to a maximum period of ninety years.

(2) The lease shall be subject to an annual rent which shall be fixed in the manner prescribed in rule 19 and which shall be liable to revision at each renewal of the lease. An initial premium shall be charged on the lease and the lease shall be put up to public auction for sale to the person who agrees to pay the highest amount as premium.

(3) When a lease comes up for renewal at the end of the first or subsequent term of years, an indenture for such renewal shall be executed in the form prescribed in Schedule IV.

17. Application for Building Sites—(1) Applications for building sites on land under the management of the Military Estates Officer shall be submitted to the Military Estates Officer in the printed form prescribed in Schedule V.

(2) Every application shall specify the situation of the land required, the exact purpose for which it is wanted and the area of land in the cantonment, if any, already held by the applicant; shall be accompanied by a site plan of the area applied for prepared at the cost of the applicant.

18. Procedure on rejection by the Officer Commanding the Station—The Military Estates Officer shall lay the application before the Officer Commanding the Station and the Officer Commanding the Station may reject the application for reasons to be recorded in writing which shall be entered on the application form and the form shall be filed in the manner prescribed by rule 29. The decision of the Officer Commanding the Station shall be communicated to the applicant. [No. 137 dated 12-2-1938]

19. Procedure on acceptance by the Officer Commanding the Station. Fixing of rent and reserve price of premium—(1) If the Officer Commanding the Station approves of the application the Military Estates Officer shall forward it to the Central Government or to such other authority as the Central Government may appoint in this behalf, and if the Central Government or the appointed authority approves of the application he shall proceed to have the site surveyed and demarcated, if necessary, and shall fix the annual rent to be charged in accordance with the rate prescribed by the Standard Table of Rents prepared under rule and such reserve price for the premium on the lease as may appear to be reasonable. [No. 1151 dated 8-10-1938]

(2) In no case shall the reserve price so fixed be disclosed to the public or the annual rent be charged at a lower rate than that fixed by the Standard Table of Rents.

(3) If the Central Government or the appointed authority rejects the application, an entry to this effect shall be made on the application form by the Military Estates Officer and the form shall be filed in the manner prescribed by rule 29. [No. 1151 dated 8-10-1938]

20. Survey and Demarcation—(1) The reserve price shall be calculated so as to include the cost, if any, of surveying and demarcating the site and a proportion of any expenditure that may have been incurred in preparing and laying out the land, including the site under application, for building purposes.

(2) The cost of such survey and demarcation shall be deposited by the applicant and shall be deducted from the price eventually realised as premium and repaid to the depositor.

21. Notice of Auction—The Military Estates Officer shall then publish a notice, in the form prescribed in Schedule VI stating the date on which, the time and place at which, and the conditions under which, the lease of the site applied for will be sold.

22. Auction—On the date at the time and place appointed, the Military Estates Officer shall proceed to sell the lease by auction to the person who agrees to pay the highest amount as premium: provided that in no case shall the lease be sold unless the reserve price fixed under rule 19 has been reached.

23. Deposit by successful bidder—The successful bidder shall be required to deposit immediately 10 percent of the amount of his bid and to sign an agreement consenting to forego the deposit in case the balance of the price is not paid within thirty days of the confirmation of the auction.

24. Confirmation of Auction—The Military Estates Officer shall report the result of the auction and forward the proceedings to the Collector for his concurrence. Thereafter the proceedings shall be forwarded to the Officer Commanding-in-Chief, the Command, or to such other authority as the Central Government may appoint for the purpose, for his approval, and if the Officer Commanding-in-Chief, the Command, or the appointed authority, approves, the sale shall be deemed to be duly confirmed :

Provided that if the estimated market value of the site exceeds Rs. 10,000, the approval of the Central Government shall also be required before the sale shall be deemed to be duly confirmed.

Explanation—For the purposes of this rule, the market value shall be estimated, as far as possible, on the basis of actual sales of unoccupied land for building purposes in the locality, but if the market value cannot be estimated on such basis, it shall be taken to mean twenty times the annual value of the site. In calculating the annual value, the rent fixed as well as the premium realised by the auction shall be taken into account.

Note—The Market value to be calculated as per this Rule.

25. Power of Collector—(1) On receipt of the proceedings forwarded to him under rule 24 the Collector, before expressing his concurrence, shall satisfy himself.

(a) that the whole proceedings have been conducted in strict accordance with the provisions of these rules, and

(b) that the annual rent and the price realised for the premium on the lease at the auction is reasonable.

(2) If the Collector is not satisfied on either of these points he shall return the proceedings to the Military Estates Officer with a recommendation that the proceedings be cancelled; and thereupon fresh proceedings shall be taken and all the foregoing provisions of this rule shall apply to such fresh proceedings.

(3) If the Collector considers that the disposal of the site itself is for any reason prejudicial to the public interest, he may return the proceedings to the Military Estates Officer with a statement of his reasons for doing so and a request that the matter may be reconsidered in accordance with his recommendations.

(4) If the Officer Commanding the Station disagrees with the recommendations of the Collector, the proceedings shall be submitted for the orders of the Officer Commanding-in-Chief, the Command, if the estimated market value of the site does not exceed Rs. 5000, or of the Central Government in all other cases.

26. Disposal of Lease by Private Agreement—(1) Notwithstanding anything contained in rules 16 to 24, the Military Estates Officer may, in exceptional cases for exceptional reasons to be recorded in writing, and subject to the approval of the Central Government, or such other authority as the Central Government may appoint for this purpose, dispense with the deposit of the cost of survey and demarcation, as prescribed by rule 20, or with the auction of the lease, as prescribed by rule 22, or with both, and may lease any site by private agreement at such rate of rent, and on payment of such premium, as the Central Government or the appointed authority may approve in each case.

[SRO 69 dated 23-1-1970]

(2) A lease may also be granted under sub-rule (1) in respect of any site in whole or in part, already occupied by virtue of a grant given on different terms, if the grantee duly surrenders the grant.]

[SRO 69 dated 23-1-1970]

[SRO 69 dated 23-1-1970]

27. Omitted.

28. (1) Execution of Leases—As soon as the auction has been duly confirmed [or where it has been decided to grant a lease under rule 26] the successful applicant shall be required to execute a lease for the site in the form prescribed in Schedule VIII.

[SRO 69 dated 23-1-1970]

(2) The lease shall be executed on behalf of the Governor General in Council by the Officer empowered in this behalf by the Central Government and a duplicate of the lease shall be retained in the Office of the Military Estates Officer.

(3) The duplicate lease shall be preserved in an envelope in the form prescribed in Schedule XVI.

Note—For Officer empowered to execute leases, licences see Annexure II.

29. Grants Register Building Sites—(1) The application under rule 17 shall, when all the entries therein have been completed, be filed in a loose leaf register maintained by the Military Estates Officer for the purpose.

(2) The whole volume shall be bound when it has reached a suitable size and a fresh register shall be opened.

(3) This register shall be known as the Military Estates Officer's Grants Register (Building sites).

30. Record of Grant—On the conclusion of the proceedings the Military Estates Officer shall make the necessary entries in the Military Estates Officer's Land Revenue Register and in the General Land Register.

31. Leases for special periods, and on special terms—(1) A lease for a building site for a period not exceeding 30 years or a lease in perpetuity, may be granted by the Military Estates Officer in the forms prescribed in Schedules IX and X, where for special reasons such a course appears to be advantageous to the Central Government :

Provided that no such lease shall be granted without previous consultation with the Collector and the previous sanction of the Central Government :

Provided also that in every other respect the procedure prescribed in rules 16 to 30 shall apply.

(2) A lease of a building site in perpetuity may, if the site is needed for a definite public or religious purpose and the use of the more favourable form of lease prescribed in Schedule XI is justifiable be granted by the Military Estates Officer in the form prescribed in Schedule XI and in the manner prescribed in rule 26 :

Provided that no such lease shall be granted without previous consultation with the Collector and the previous sanction of the Central Government.

32. Agricultural Land Leases—(1) The method of disposing of agricultural land entrusted to the management of the Military Estates Officer shall be by lease. [x x x x x x x] [SRO 342 dated 1-8-1953]

(2) The period for which and the person to whom, a lease would be granted, the size of holdings, rent payable for the same and the terms and conditions of the lease shall be such as would be decided by the Govt. from time to time.] [SRO 63 dated 17-2-1959]

33. Omitted. [SRO 63 dated 17-2-1959]

34. Records of Agricultural Leases—(1) The Military Estates Officer shall maintain a separate register in the form prescribed in Schedule XIII which shall form a continuous record of the disposal of agricultural lands.

(2) The Register shall be known as the Military Estates Officer's Grants Register (Agricultural Land).

(3) For the purpose of this register agricultural lands shall be divided into blocks of convenient size containing not more than five or six separate holdings ; one page in the register shall be given to each block of land and a plan of the block, traced from the survey map, shall be entered on the opposite page.

35. Execution of Agricultural Leases—(1) Lessees of agricultural land shall execute leases therefore in the form prescribed in Schedule XIV.

(2) The lease shall be executed on behalf of the Central Government by the officer empowered in this behalf by them, and a duplicate of the lease shall be retained in the office of the Military Estates Officer.

(3) The duplicate shall be preserved in an envelope in the form prescribed in Schedule XVI.

Note—For officers empowered to execute leases please see Annexure II.

36. Record of Grant of Agricultural Land—On the conclusion of the proceedings, the Military Estates Officer shall make the necessary entries in the Military Estates Officers' Grants Register (Agricultural lands), the Military Estates Officers' Land Revenue Register and the General Land Register :

Provided that it shall not be necessary to enter any lease of agricultural land for a period not exceeding four years in column 1 of the General Land Register.

37. Leases for Miscellaneous Purposes—(1) The Military Estates Officer may, [with the concurrence of the Officer Commanding the Station], grant a lease of land in class "B" (4), for any purpose not otherwise covered by these rules : [No. 1151 dated 8-10-1838]

Provided that the previous sanction of the Central Government, or of such other authority as the Central Government may appoint for this purpose, shall be obtained in each case to the terms on which the land is offered and to the form of the lease.

(2) An application for the grant of site under this rule shall be submitted to the Military Estates Officer in the printed form prescribed in Schedule XV.

(3) Every application shall specify the situation of the land required and the exact purpose for which it is required and shall be accompanied by a site plan of the said land prepared at the cost of the applicant.

(4) If the application is sanctioned, it shall, when all the entries therein have been completed, be filed in a loose leaf register maintained by the Military Estates Officer for the purpose, to be known as the Military Estates Officer's Grant Register (Miscellaneous Sites). The duplicate lease shall be preserved in an envelope in the form prescribed in Schedule XVI.

(5) If the application is rejected, an entry shall thereupon be made on the application form and the form shall be filed in the manner prescribed in sub-rule (4).

38. Disposal of the site on lease for miscellaneous purpose—An application for the grant of a site under rule 37 shall be disposed of in accordance with the procedure prescribed in rules 20, to 24, but may, for special reasons to be recorded in writing by the sanctioning authority, be disposed of in accordance with the procedure prescribed in rule 26.

39. Temporary occupation of land under licence—(1) Notwithstanding the provisions of any of the foregoing rules, but subject to the provision of rule 14, the Military Estates Officer may grant a licence in the

form prescribed in Schedule XVII for a period not exceeding one year, for the temporary use or occupation of any class A (2) or B (4) land entrusted to his management.

(2) The amount of fees to be charged for such a licence shall be determined by the Military Estates Officer.

Note—Please see Govt. orders in Vol. II.

(3) The Military Estates Officer shall [* * *] maintain a register in the form prescribed in Schedule XVIII, which shall be called the Military Estates Officers' Grants Register (Temporary licences), in which the grant of such licences shall be entered, but it shall not be necessary to enter the grant of such licences in any other register. [No. 10 dated 6-1-1940]

40. Transfer of right to grant licences of temporary occupation of land—Notwithstanding any thing contained in rule 39, the Military Estates Officer may, with the previous sanction of, and subject to such terms as may in each case be approved by, the Officer Commanding-in-Chief, the Command, enter into an agreement with the Board for the transfer to the Board of the right to dispose of grazing or of the right to grant licences in the manner prescribed in rule 39 for specific purposes and in specified areas of the cantonment which are under the management of the Military Estates Officer.

41. [Special conditions in Leases]—The Central Government may in any case sanction alterations in the prescribed form of lease.

[No. 989 dated 21-6-1941]

42. Omitted.

[No. 1528 dated 12-10-1940]

CHAPTER VI

MANAGEMENT BY CANTONMENT BOARD

43. General Conditions applicable to management—The management of land entrusted to the Board under rule 9 shall be subject to the following conditions, namely : —

(i) that such management confers on the Board no proprietary rights in and no power to sell, exchange or give away, the land; and that the Central Government may, at any time, impose such restrictions as they consider necessary in the public interest on the use or occupation of any particular area of land so entrusted to the management of the Board.

(ii) that the Board shall have no power to occupy or use the land for the purposes of the Act or for its own purposes without the sanction of the Central Government; but that land required for the aforesaid purposes shall be transferred to class "C" and vested in the Board by the Central Government in accordance with the provisions of rule 7.

(iii) that suit, affecting the proprietary rights in the land shall be brought by or against the Central Government and not by or against the Board, but the cost of such litigation shall be borne by the Board.

Note—For power to act and sign plaint and written statement please see Annexure I.

(iv) that all receipts from the land shall [x x x] be credited in full to the Cantonment Fund; [No. 1550 dated 19-10-1940]

(v) that the Central Government, at any time, shall be entitled to resume direct management of the land or of any part thereof without paying any compensation therefor to the Board, or to vary the terms on which the management has been entrusted to the Board :

Provided that the Board shall be given an opportunity of expressing its opinion on any such action before it is taken and any objection it may have to offer shall be taken into consideration; and

(vi) that the Military Estates Officer may, at any time require the Board to produce any record, correspondence, plan, register or other document, relating to the land, in its possession or under its control :

[Provided that the Central Government may, at the time of entrusting the management of any land to the Board;

(i) in modification of condition (iii) direct that the cost of the litigation referred to in that condition shall be borne by the Central Government, instead of by the Board, either wholly or in respect of such suits as the Central Government may think fit;

(ii) in modification of condition (iv) direct that all receipts from the land or receipts of a specified description, shall be credited to the Central Government instead of to the Cantonment fund; and

(iii) impose such other conditions as it thinks fit on the management of the land.] [No. 1550 dated 19-10-1940]

Note—For case laws please see Annexure VI.

44. General Land Register, Cantonment Board—The Military Estates Officer shall supply to the Board extracts from the General Land Register prepared under rule 3 in respect of all land in bazars the management of which has been entrusted to, or vests in, the Board.

45. Maintenance of General Land Register—(1) The duties and functions assigned to the Military Estates Officer of maintaining the General Land Register under the rule 10 shall be performed by the Board

in respect of land in bazars the Management of which has been entrusted to, or vests in the Board

(2) The Board shall report to the Military Estates Officer—

(i) the grant of any right or interest made by the Board in land other than land in bazars, which is under the management of the Board; [x x x] *[No. 346 dated 25-3-1939].*

(ii) every report of the transfer of any right or interest in land other than land in bazars made to the executive officer under section 73 [of the Act; and] *[No. 346 dated 25-3-1939]*

(3) The Executive Officer shall forward to the Military Estates Officer a monthly statement showing in addition to the information required by sub-rule (2), every transfer of right or interest in immovable property outside bazars registered under sections 54, 59, 107 or 123 of the Transfer of Property Act, 1882 and of which information has been received under sub-section (2) of section 287 of the Cantonments Act, 1924, and a report of every transfer of right or interest in immovable property outside bazars which has come to his knowledge but of which no report has been made to him. The said statements shall be accompanied by leases, plans or other relevant documents.

46. Register to be Maintained by the Cantonment Board—(1) The Board shall maintain registers similar to the registers prescribed by rules 12, 29, 37 and 39 of these rules and by rule 81-A of the Cantonment Account Code, 1924, which shall be known as the Cantonment Board's Land Revenue Register, Grants Register (Building sites), Grants Register (Miscellaneous sites), Grants Register (Temporary Licences) and Register of fees for Motor Vehicle parking Licences respectively, and the forms prescribed in the Schedules shall be modified so far as may be necessary for the requirements of the Board.

(2) The Board shall maintain a register in the form prescribed in Schedule XIX of all land which is vested in the Board. This register shall be known as the Cantonment Board's register of Central Government Dues and shall be prepared annually so as to know all payments due, and made, to the Central Government.

47. Disposal of Land by the Cantonment Board—The disposal of land which has been entrusted to the management of the Board under rule 9 shall be governed, so far as may be, by the same rules as apply to the disposal of land entrusted to the management of the Military Estates Officer, subject to the following modifications, namely—

(a) the Board shall take the place of, and perform the functions assigned to, the Officer Commanding-in-Chief, the Command, in rules 24 and 33;

(b) the Board shall take the place of, and perform the functions assigned to, the Officer Commanding the Station in rules 18, 19, [26 & 37] *[No. 394 dated 28-2-1942]*

- (c) the Board shall take the place of, and perform the functions assigned to, the Military Estates Officer in rules 26, 27, 28, 29, 31, 32, 34 and 35 in sub-rules (1) and (4) of rule 37 and in rule 39;
- (d) the Executive Officer shall take the place of and perform the functions assigned to the Military Estates Officer in rules 17, 18, 19, 21, 22, 24, 30, 33 and 36 and sub-rule (2) of rule 37.
- (e) no reference to Collector shall be required under rules 24 and 26.
- [(f) no reference to the Central Government or to the appointed authority shall be required under rule 19 when the site applied for falls within an area which has been declared by the Central Government by notification under section 43-A of the Act to be a bazar area; *[No. 1151 dated. 8-10-1938]*
- [(g) where a lease is in respect of a site within an area referred to in clause (f) for the reference to the Officer Commanding-in-Chief, the Command, in conditions I (5) of the forms of lease set forth in Schedule VIII, IX and X and in condition I (3) of the Forms of lease set forth in Schedule XI, there shall be substituted reference to the Board]. *[No. 394 dated. 28-2-1942]*

CHAPTER VII

ENTRY, INSPECTION BY MILITARY ESTATES OFFICER

48. Entry on and Inspection of land under the management of the Military Estates Officer—(1) The Military Estates Officer or any person authorised by him by general or special order in writing may, with or without assistants or workmen, enter into or upon any building or land under the management of the Military Estates Officer for the purpose of making any enquiry, inspection, measurement, valuation or survey which such officer or person may consider necessary or of examining or inspecting any works which have been, are being, or are about to be, executed in or on such building or land.

(2) In the performance of the above duties, such officer or person shall observe the same procedure for the purposes of entry and inspection as is prescribed in Chapter XV of the Act.

49. Entry on and inspection of land under Management of a Cantonment Board—(1) The Military Estates Officer or any person authorised by him by general or special order in writing may, with or without assistants or workmen, enter into or upon any building or land entrusted to the management, of a Board for the purpose of making any enquiry, inspection, measurement, valuation or survey which such officer or person may consider necessary or of examining or inspecting any works which have been, are being, or are about to be, executed in or on such building or land.

(2) In the performance of the above duties such officer or person shall observe the same procedure for the purposes of entry and inspection as is prescribed in Chapter XV of the Act.

SCHEDULE I
[See rule 3 (1)]

General Land Register

Volume.....

Page.....

Survey Number		Reference G.L.R. Volume								Page			
1	2	3	4	5	6	7	8	9	10	11	12	13	
MUTATIONS			Area Acres/S. feet	Description	Class	By whom managed	Land Lord	Holder of occupancy rights	Nature of holders, rights	Rent payable per annum		Date of expiry of lease	Remarks
Details of land & date of mutation and initials of Military Estates Officer	Subsidiary Survey number	Volume and page of register								to Central Government	To Cantonment Board		
1.5 acres leased to A.B. (Sgd.) XY	100/1	Vol. 6, P. 3	6	Vacant	B 4	MEO	G.O.I.	NIL					

THE CANTONMENT LAWS

Sch-I

Sch-II

C.L.A. RULES, 1937

541

SCHEDULE II
(See Rule 8)
STANDARD TABLE OF RENTS

Cantonment.....
Date.....

Survey Number	Description	ANNUAL RENTAL VALUE				Remarks
		Agricultural		Non-agricultural		
		Acre	100 s. ft.	Acre	100 s. ft.	

SCHEDULE III
[See rule (12)]

MILITARY ESTATES OFFICER'S REVENUE REGISTER

19—19

Survey Number	Class	Description	Name and address of lessee or holder	Date of occupation	Term for which let	CURRENT DEMAND		Date of instalment due	Arrears if any	Total Demands and	Date of payment	Collection Amou- units	Receipt Number	General cash book entry No..... and date	Total collection for year	Remissions	Balance due	Initials of M.E.O.	Remarks and authority for remission
						Instalments	AMO- UNT												
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20

SCHEDULE-IV
(See rule 16 (3))

FORM FOR RENEWAL OF A LEASE

THIS INDENTURE made the day of one thousand nine hundred and BETWEEN THE GOVERNOR GENERAL IN COUNCIL (hereinafter called "the Lessor") of the one part and (hereinafter called "the Lessee/Lesseees") of the other part WHEREAS the lessee/lesseees was/ were solely entitled to the benefit of the within written lease No..... dated registered at as No on and on the day of its expiry requested the Lessor to renew the same in accordance with clause III thereof which the Lessor (who is now entitled to the reversion immediately expectant on the said lease) has agreed to do on the terms hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH as follows : —

(1) In pursuance of the premises the Lessor hereby demises unto the Lessee/Lesseees ALL AND SINGULAR the hereditaments and premises comprised in and demised by the within written lease including the buildings, etc., now standing thereon with the same exceptions and reservations as are therein expressed TO HOLD unto the Lessee/Lesseees from the day of19for the term of thirty years subject to the payment on the same days and in the like manner of a yearly rent of Rs. (the first payment of rent under this demise to be made on the day of) and subject to and with the benefit of such and the like Lessee's and the Lessor's covenants respectively and such and the like provisos and conditions in all respects (including the proviso for re-entry) as are contained in the within written lease.

(2) It is hereby mutually covenanted and agreed by and between the Lessor and Lessee/Lesseees so that the obligations hereunder shall continue throughout the term hereby created and shall be binding on their respective successors in interest in the demised premises that they will perform and observe the several covenants provisos and stipulations in the within written lease expressed as fully as if the same covenants provisos and stipulations had been therein repeated in full with such modifications only as are necessary to make them applicable to this demise and as if the names of the parties hereto had been substituted for those in the within written lease :

PROVIDED ALWAYS that the referred to in clause I (5) of the within written lease having erected the Lessee/Lesseees shall not be under any obligation to erect another.

IN WITNESS where of the parties hereto have set their hands, the day and year first above written.

Signed by

on behalf of the Governor General

in Council in the presence of

Signed by

in the presence of

Survey No.

SCHEDULE V

(See rule 17)

MILITARY ESTATES OFFICER'S/
CANTONMENT BOARD'S GRANT REGISTER

(BUILDING SITES)

Form of application for a lease of land to be filled in by the applicant.

To

The Military Estates Officer

Cantonment

The Executive Officer,

Dated.....

Sir,

I have the honour to apply for the grant of a lease of acres of land situate in for the purpose of building a

A site plan of the area applied for is attached.

I hold the following lands in the said Cantonment : —

I am prepared to abide by such conditions regarding the disposal of the land as the Military Estates Officer may lay down, and to deposit the cost; if any, of surveying and demarcating the land, on the understanding that if the land is eventually granted to any other person the amount of my deposit will be refunded to me.

I request that the land may be granted to me by private agreement without auction for the following reasons : —

I have etc.

Note 1 :—The grant of this application does not carry with it sanction to erect a building. That sanction must be sought from the Cantonment Board in accordance with the provisions of the Cantonments Act, or of any applicable bye-laws thereunder.

Note 2 :—If the site is required by private treaty the reasons must be fully stated.

GRANT REGISTER—BUILDING SITES

(To be filled in by the prescribed authority, not the applicant)

Survey Number and/or situation, Class of land,
Total area of S. No. if any.

1. Date of application.
2. Extent applied for.
3. Name and address of applicant.
4. Purpose for which applied for.
5. Order of Officer Commanding the Station.

Copy of Board resolution
(See rules 18 and 19).

Officer Commanding the Station

Executive Officer

Dated.

6. Order of the Central Government or the appointed authority under rule 19. [No. 796 dated 1-6-1940]
7. Date and cost of survey and demarcation and date of deposit of cost.
8. Annual rent fixed according to the standard table of rents.
9. Reserve price for premium on lease.
10. Notice of auction published.
11. Date of auction.
12. Successful bidder.
13. Amount of bid,

14. Opinion of Collector.
15. Order of Officer Commanding-in-Chief, the Command (rule 24).
Resolution of Cantonment Board.
16. Order of Central Government/O. C-inC, Command—
 - (a) If market value exceeds Rs. 10,000 (rule 24)
 - (b) If sale is not concurred in by Collector (rule 25),
 - (c) If site is to be disposed of under rule 26 or 31.
17. Number and date of lease.
18. Date of registration of lease.

Military Estates Officer

Dated

Executive Officer

Plan of Site

Survey Number.

Sub-division

Area

Surveyed and demarcated on ground

Dated

Military Estates Officer

Executive Officer

Certified that the sub-division has been entered on the Survey of India map of the cantonment and that the appropriate entry has been made in the General Land Register.

Dated

Military Estates Officer

SCHEDULE VI

(See rule 21)

LEASE FOR BUILDING SITES

NOTICE

Notice is hereby given that the grant of a lease of the site hereunder specified, will be offered for sale by auction at the rent and for the period and subject to the conditions hereunder stated (subject to the confirmation of the sale by) at the on the day of * (19 at O'clock.)

The form of lease to be executed by the purchaser and plans of the site may be inspected at the office of the Military Estates Officer/Cantonment Board.

Military Estates Officer,

Executive Officer.

Particulars.

- (1) Ward, Survey Number or boundaries.
- (2) Area.
- (3) Rent.
- (4) Period of lease (here state also whether the lease is renewable or not).

Conditions of tenure

(1) The rent shall be paid punctually by the lessee on the dates specified in the lease (and shall be liable to revision at intervals of not less than 30 years)

(2) The lessee shall erect on the site a building or buildings of the description and dimensions *(x x x) as may be approved by the Cantonment Boards under the provision of the Cantonments Act within a period months from the date of the execution of the lease and shall maintain the said building or buildings in good repair, and shall not without the consent in writing of the Military Estates Officer/Cantonment Board alter or add to the said building in any way.

(3) Upon every assignment, transfer or sub-lease of the site or the building to be erected thereon, or any part thereof, notice thereof shall be given to the Military Estates Officer within one month from the date of such assignment, transfer or sub-lease.

(4) The Governor General in Council reserves to himself all mineral substances of any description, sand or clay, on, in or under the site, and also all timber, fruit-trees now or at any time hereafter growing on the site but not the fruit or leaves or fallen branches of trees or the branches of trees cut down with the consent in writing of the Military Estates Officer/Cantonment Board.

(5) In the event of there being, in the opinion of the Military Estates Officer/Cantonment Board any breach of any of the conditions on the part of the lessee to be observed and performed, the Governor General in Council shall be at liberty to enter into possession of the site and the building or buildings, if any, erected thereon and to determine the lease, and the lessee shall not be entitled to any compensation whatever.

*Omitted vide Notification No. 1151 dated 8-10-1938.

CONDITIONS OF SALE

(1) The highest bidder shall subject to the approval of the sale of the lease by the Officer Commanding-in-Chief, the Command/Cantonment Board be the purchaser; and if any dispute shall arise between two or more bidders, the site shall be put up again at the last undisputed bidding. No person shall advance at each biddings less than the sum to be fixed by the auctioneer at the time of sale and no bidding shall be retracted. The vendor reserves the right to bid.

(2) The purchaser shall, immediately after the sale pay to the auctioneer a deposit of ten percent of his bid on account of his purchase money and as earnest money and sign the form of agreement set out below to complete his purchase according to these conditions.

(3) The remainder of the purchase money shall be paid, and the purchase shall be completed at the office of Military Estates Officer/Cantonment Board within 30 days of the confirmation of the sale by the If the sale is not confirmed the deposit shall be refunded to the purchaser.

(4) The description of the site in the particulars is believed and shall be deemed to be correct, and if any error shall be found therein the same shall not annul the sale, nor shall compensation be allowed in respect thereof.

(5) If the purchaser shall fail to comply with these conditions, his deposit money shall be forfeited to the vendor, who shall be at liberty to proceed to another sale, either by public auction or private contract with or without notice to the purchaser at the present sale, and the deficiency, if any, occasioned by such second sale, together with all charges attending the same shall, immediately after such sale, be made good by the defaulter at this present sale; and, in case of non-payment of the same, the whole shall be recoverable by the vendor, as and for liquidated damages. If any profit is made on such resale, the vendor shall be entitled to retain the same.

(6) The site shall not be used for any purpose other than for the erection of a building for.....

MEMORANDUM—At the sale by auction, make this day of the lease of this site comprised in the above particulars.....was the highest bidder for, and was declared the purchaser of the lease of the site at the price of Rs.....subject to confirmation of the sale by.....and the said.....has paid to.....as agent for and on behalf of the Governor General in Council (the vendor), the sum of Rs.....by way of security deposit, and in part payment of the purchase-money; and hereby agrees to complete the purchase according to the above conditions and execute a lease. In the form* annexed thereto (under which rent shall be made payable from the date of the confirmation of the sale) and the said.....as the vendor's agent hereby

acknowledges the receipt of the said deposit.....signed at..... Cantonment, the.....day of.....19.....

Signature.

SCHEDULE VII

(See Rule 27)

THIS INDENTURE made the.....day of.....19.....BETWEEN THE GOVERNOR GENERAL IN COUNCIL (hereinafter called the lessor, of the one part and.....of.....(hereinafter called the lessee (s) of the other part.

WHEREAS the rights of the parties hereto in the land and buildings hereinafter described and now occupied by the lessee (s) as.....do not appear to be defined in writing and the parties hereto being anxious that they should be have agreed to define them by these presents;

NOW THIS INDENTURE WITNESSETH that in consideration of the premises the lessee (s) hereby acknowledges and agrees that the land hereinafter described is the absolute property of His Majesty and the lessor, acknowledges and agrees that the buildings thereon (shown on the plan hereto annexed by hatched lines) are the property of the lessee (s) and in consideration of a nominal premium of rupees 5 paid on or before the execution of these presents by the lessee (s) to the lessor (the receipt whereof the lessor hereby acknowledges) and of the covenants on the part of the lessee (s) hereinafter contained the lessor doth hereby demise unto the lessee (s) All THAT plot of land containing by admeasurement situate at in the cantonment of which said plot of land is more particularly described in the Schedule hereunder written and with the boundaries thereof is delineated on the plan annexed to these presents and thereon edges pink TOGETHER with all rights, easements and appurtenances whatsoever to the said plot of land belonging or in any wise appurtenant EXCEPTING AND RESERVING unto Government all mines, minerals, mineral substances of every description, sand and clay in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, digging, working, obtaining, removing, enjoying, the same making the lessee (s) reasonable compensation for all damages done TO HOLD the land hereby demised unto the lessee (s) in perpetuity from the day of

I. AND THE LESSEE (S) HEREBY COVENANT (S) WITH THE LESSOR :

(1) From time to time and at all times to pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereinafter be imposed, charged or assessed upon the land hereby demised including the buildings erected or to be erected thereon or upon the landlord or tenant in respect thereof.

(2) Not to cut down any of the trees growing on the land hereby demised without the consent in writing of the Cantonment Board which consent shall not be withheld unless the cutting will in the opinion of the Board adversely affect the amenities of the neighbourhood.

(3) Not to erect or re-erect or suffer to be erected on any part of the land hereby demised any building other than and except the buildings already in existence on the execution of these presents nor to make any additions or alterations in the plan or elevation of any building on the demised land in such a way as to alter its character nor to use the land and buildings or permit the same to be used for any purpose other than that for which they are used on the execution of these presents without the previous consent in writing of the officer commanding-in-chief concerned, which consent shall not be withheld unless, in the opinion of the said officer such action would make the said land and buildings unsuitable for a Military Officer to live in or change their character in such a way as to be objectionable from a sanitary point of view.

(4) At all times to keep the demised land tidy, clean and in proper order and the buildings thereon in good and substantial repair.

(5) Within two months of every assignment transfer or sub-lease of the said land and buildings or any part thereof to deliver a notice of such assignment, transfer or sub-lease to the Military Estates Officer concerned setting forth the names and description of the parties to every such assignment, transfer or sub-lease and the particulars and effect thereon :

II. PROVIDED ALWAYS AND IT is hereby agreed and declared that if there shall have been any breach or non-observance by the lessee (s) or by any person claiming through or under him/them of any of the covenants or conditions hereinbefore contained then and in such case and if after giving reasonable opportunity to remedy the same it continues, the lessor may not withstanding the waiver of any previous cause forthwith terminate this lease without compensation but thereafter the premises hereby demised shall be held by the lessee (s) on the conditions governing the same immediately before the execution of these presents :

III. PROVIDED also and it is hereby further agreed and declared that the lessor shall be at liberty at any time to appropriate the said land and buildings under provisions of the Cantonments (House Accommodation) Act (VI of 1923) as amended and re-enacted from time to time :

IV. PROVIDED FURTHER AND IT IS HEREBY AGREED AND DECLARED that in further consideration of the premises and in particular of the fact that no rent has been reserved and only a nominal premium has been made payable under these presents if the said land and buildings or part thereof are at any time required for a public purpose the lessor shall be at liberty to terminate the demise and acquire the said land and buildings on paying the lessee (s) the market value (plus 15 percent) of buildings at

the time of acquisition authorised to be on the said land and failing agreement as to this to proceed to acquire all interest therein under the Land Acquisition Act 1 of 1894 as amended or re-enacted for time being on the basis that no compensation shall be payable in respect of the land nor on account of the termination of this demise : Provided nevertheless that if a part only of the said land or buildings are required and if the lessee (s) so require (s) the lessor shall acquire the whole of the said land and buildings :

V. AND PROVIDED LASTLY THAT the expressions "The lessor" and "the lessee(s)" hereinbefore used shall unless such an interpretation be inconsistent with the context include in the case of the former his successors and assigns and in the case of the later, his/their heirs, executors, administrators or other personal representatives and assigns.

THE SCHEDULE above referred to All that piece and parcel of land situate at and recorded in the General Land Register of the cantonment as (part of) Survey Number—

—and bounded—

on the North by— —

on the South by— —

on the East by— —

on the West by— —

IN WITNESS whereof the parties have hereto set their hands the day year first written above.

Signed by— —

on behalf of the Governor General in Council in the presence of

Witness— —

Signed by above named...

in presence of

Witness.

SCHEDULE VIII

(See Rule 28 (1))

BUILDING LEASE FOR A TERM OF THIRTY YEARS RENEWABLE AT OPTION OF LESSEE UP TO NINETY YEARS

THIS INDENTURE made the day of BETWEEN the Governor General in Council (hereinafter called the lessor) of the one part and (hereinafter called the lessee/lessees) of the other part WHEREAS by virtue the rules made under section 280 of the Cantonments Act, 1924 the Military Estates Officer/Cantonment Board of Cantonment (hereinafter called the Military Estates Officer/ Cantonment Board) has agreed on behalf of the lessor with the confirmation of to demise the plot or land hereinafter described to the lessee/lessees in manner hereinafter appearing. NOW THIS INDENTURE WITNESSETH

in consideration of the premium of Rs. paid on or before the execution of these presents (the receipt whereof the lessor hereby acknowledges and the rent hereinafter reserved and of the covenants on the part of the lessee/lessees hereinafter contained the lessor doth hereby demise unto the lessee/lessees ALL THAT plot of land containing by admeasurement situate at in the cantonment of which said plot of land is more particularly described in the Schedule hereunder written and with the boundaries thereof is delineated in the plan annexed to these presents and thereon coloured TOGETHER with all rights, easements and appurtenances whatever to the said plot of land belonging or in any wise appurtenant EXCEPTING AND RESERVING unto the lessor all mines, minerals, mineral substances of every description, sand, and clay in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, digging, working, obtaining, removing and enjoying the same making the lessee/lessees reasonable compensation for all damage done and also all timber, fruit-trees and other trees (but not the fruit or leaves or fallen branches of trees or branches of trees cut down with the written consent of the Military Estates Officer/Cantonment Board) with right of entry to mark, fell, cut and carry away the same TO HOLD the premises hereby demised unto the lessee/lessees for the term of thirty years from the day of rendering therefore during the said term the yearly rent of Rs. clear of all deductions by equal half yearly payments on the day of and the day of in each year at the office of the Military Estates Officer/Cantonment Board or such other place as the Military Estates Officer/ Cantonment Board shall from time to time appoint in this behalf the first of such payments to be made on the day of next.

1. AND THE LESSEE DOTH/LESSEES DO hereby covenant with the lessor —

- (1) To pay unto the lessor during the term hereby granted the yearly rent hereby reserved on the days and in the manner herein before appointed.
- (2) From time to time and at all times during the said term to pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the said term be imposed, charged or assessed upon the premises hereby demised or the buildings to be erected thereupon or the landlord or tenant in respect thereof.
- (3) Not to cut down any of the timber, fruit-trees or other trees now or at any time hereafter growing on the premises hereby demised without the previous consent in writing of the Military Estates Officer/Cantonment Board but to preserve the same in good order.

(4)

Not to make any excavation in the land hereby demised or remove any minerals, mineral substances of any description, sand or clay from the said land without the consent in writing of and in accordance with the terms and conditions prescribed by the Military Estates Officer/Cantonment Board.

- (5) Within.....calendar months next after the date of these presents at his/their own cost to erect and finish fit for habitation/use on the premises hereby demised a dwelling house/.....together with all necessary out-houses sewers drains and other appurtenances in accordance with a plan or plans to be approved in writing by the Cantonment Board under the provisions of the Cantonments Act and not to erect or suffer to be erected on any part of the premises hereby demised any building other than and except the dwelling house/.....hereby covenanted to be erected without the previous consent in writing of the Officer Commanding-in- Chief, the Command. *[x x x].
- (6) Not to make any alterations in the plan or elevation of the said dwelling house.....without such consent as aforesaid nor to use the same or permit the same to be used for any purpose other than that of a*dwelling house/.....
- (7) At all times during the said term to keep the said dwelling house/.....and premises in good and substantial repair on the expiration or sooner determination of the said term peaceably to yield up the same in such good and substantial repair unto the lessor.
- (8) Upon every assignment transfer or sub-lease of the premises hereby demised or any part thereof or within one calendar month thereafter to deliver a notice of such assignment transfer or sub-lease to the Military Estates Officer setting forth the names and descriptions of the parties to every such assignment transfer or sub-lease and the particulars and effect thereof :

II. PROVIDED ALWAYS that if any part of the rent hereby reserved shall be in arrear or unpaid for one calendar month next after any of the days whereon the same shall have become due whether the same shall have been demanded or not or if there shall have been in the opinion of the Military Estates Officer/Cantonment Board any breach by the lessee/lessees or by any person claiming through or under him/them of any of the covenants or conditions hereinbefore contained then and in such case the lessor may notwithstanding the waiver of any previous cause or right of re-entry enter upon any part of the premises hereby demised or of the buildings thereon in the name of the whole and thereupon the said premises

*Omitted vide Notification No. 1151 dated 8-10-1938.

Note—**Please see Govt orders on page 391 (Sl. No. 7) of vol II.

and buildings shall remain to the use of and be vested in the lessor and this demise shall absolutely determine and the lessee/lessees shall not be entitled to any compensation whatever.

III. PROVIDED ALSO that the lessor will at the request and cost of the lessee/lessees at the end of the term of years hereby granted and so on from time to time thereafter at the end of each such successive further term of years as shall be granted execute to the lessee a new lease of the premises hereby demised by way of renewal for the term of thirty years but such renewed term of years as shall be granted shall not with the original term of years exceed in the aggregate the period of ninety years and such renewed leases shall be granted only at such rents within a percentage of enhancement of fifty percent of the rent which shall have been reserved by any lease (either original or renewed immediately preceding the renewed lease) to be for the time being granted as the lessor shall determine and save as to the amount of the rent to be thereby reserved and as to the term to be thereby granted every renewed lease of the said premises thereby demised shall contain such of the covenants provisions and conditions in these presents contained as shall be applicable.

IV PROVIDED ALSO that the expression "lessor" and the "lessee" hereinbefore used shall unless such an interpretation be inconsistent with the context include in the case of the former his successors and assigns and in the case of the latter his/their heirs, executors, administrators, representatives and assigns :

The Schedule above referred to

All that piece and parcel of land situate at.....recorded in the General Land Register of the cantonment as (Part of) Survey Number.....and bounded

on the North by.....

on the South by.....

on the East by.....

on the West by.....

IN WITNESS whereof the parties have hereto set their hands the day and year first written above.

Signed by.....

on behalf of the Governor General—|

in Council in the presence of— —|

Witness—

Signed by above named— —|

in the presence of— —|

Witness—

Note—The approval of the Collector/Officer Commanding-in-Chief, the Command/Central Government must be obtained before the lease is executed.

Note—For powers to condone breaches of certain conditions of lease etc please see page 390 and 643 of Voi II.

* * *

SCHEDULE IX

[See rule 31 (1)]

BUILDING LEASE FOR A TERM OF YEARS NOT EXCEEDING THIRTY AND NOT RENEWABLE

THIS INDENTURE made the.....day of.....BETWEEN the Governor General in Council (hereinafter called the lessor) of the one part and.....(hereinafter called the lessee/lessees) of the other part WHEREAS by virtue of rules made under section 280 of the Cantonments Act, 1924, the Military Estates Officer/Cantonment Board of.....Cantonment (hereinafter called the Military Estates Officer/Cantonment Board) has agreed 'on behalf of the lessor with the confirmation of.....to demise the plot of land hereinafter described to the lessee/lessees in manner hereinafter appearing NOW THIS INDENTURE WITNESSETH in consideration of the premium of Rs.....paid on or before the execution of these presents (the receipt whereof the lessor hereby acknowledges) and of the rent hereinafter reserved and of the covenants on the part of the lessee/lessees hereinafter contained the lessor doth hereby demise unto the lessee/lessees ALL THAT plot of land containing by admeasurement.....situate at.....in the cantonment of.....which said plot of land is more particularly described in the Schedule hereunder written and with the boundaries thereof is delineated on the plan annexed to these presents and thereon coloured.....

TOGETHER with all rights, easements and appurtenances whatsoever to the said plot of land belonging or in any wise appertaining EXCEPTING AND RESERVING unto the lessor all mines, minerals, mineral substances of every description, sand and clay in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, digging, working, obtaining and removing and enjoying the same making the lessee/lessees reasonable compensation for all damage done and also all timber, fruit-trees and other trees (but not the fruit or leaves or fallen branches of trees or branches of trees cut down with the written consent of the Military Estates Officer/Cantonment Board) with rights of entry to mark, fell, cut and carry away the same TO HOLD the premises hereby demised unto the lessee/lessees for the term of.....years from the.....day of.....rendering therefor during the said term the yearly rent of Rs.....clear of all deductions by equal half-yearly payments on the.....day of.....in each year at the office of the Military Estates Officer/Cantonment

Beard or such other place as the Military Estates Officer/Cantonment Board 'shall from time to time appoint in this behalf the first of such payments to be made on the..... day of.....next.

I. AND THE LESSEE DOTH/LESSEES DO hereby covenant with the lessor : —

- (1) To pay unto the lessor during the term hereby granted the yearly rent hereby reserved on the days and in the manner hereinbefore appointed.
- (2) From time to time and at all times during the said term to pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the said term be imposed, charged or assessed upon the premises hereby demised or the buildings to be erected thereupon or the landlord or tenant in respect thereof.
- (3) Not to cut down any of the timber, fruit-trees or other trees now or at any time hereafter growing on the premises hereby demised without the previous consent in writing of the Military Estates Officer/Cantonment Board but to preserve the same in good order.
- (4) Not to make any excavations in the land hereby demised or remove any minerals, mineral substances of any description, sand or clay from the said land without the consent in writing of and in accordance with the terms and conditions prescribed by the Military Estates Officer/Cantonment Board.
- (5) Within calendar months next after the date of these presents at his/their own cost to erect and finish fit for habitation/use on the premises hereby demised a dwelling house/ together with all necessary outhouses, sewers, drains and other appurtenance in accordance with a plan to be approved in writing by the Cantonment Board under the provisions of the Cantonments Act and not to erect or suffer to be erected on any part of the premises hereby demised any building other than and except the dwelling house/.....hereby covenanted to be erected without the previous consent in writing of the Officer Commanding-in-Chief, the Command. *[x x x]
- (6) Not to make any alterations in the plan or elevation of the said dwelling house/.....without such consent as aforesaid nor to use the same or permit the same to be used for any purpose other than that of a dwelling house/.....
- (7) At all times during the said term to keep the said dwelling house/and premises in good and substantial repair and on the

*Omitted vide Notification No. 1151 dated 8-10-1938.

expiration or sooner determination of the said term peaceably to yield up the same in such good and substantial repair unto the lessor.

- (8) Upon assignment transfer or sub-lease of the premises hereby demised or any part thereof or within one calendar month thereafter to deliver a notice of such assignment transfer or sub-lease to the Military Estates Officer setting forth the names and descriptions of the parties to every such assignment transfer or sub-lease and the particulars and effect thereof.

II. PROVIDED ALWAYS that if any part of the rent hereby reserved shall be in arrear or unpaid for one calendar month next after any of the said days whereon the same shall have become due whether the same shall have been demanded or not or if there shall have been in the opinion of the Military Estates Officer/Cantonment Board any breach by the lessee/lessees or by any person claiming through or under him/them of any of the covenants or conditions hereinbefore contained then and in such case the lessor may notwithstanding the waiver of any previous cause or right of re-entry enter upon any part of the premises hereby demised or of the buildings thereon in the name of the whole and thereupon the said premises and buildings shall remain to the use of and be vested in the lessor and this demise shall absolutely determine and the lessee/lessees shall not be entitled to any compensation whatever.

III. PROVIDED ALSO that the expression "Governor-General" and the "lessee/lessees" hereinafter used shall unless such an interpretation be inconsistent with the context include in the case of the former his successors and assigns and in the case of the latter his/their heirs, executors administrators, representatives and assigns.

The Schedule above referred to

All that piece and parcel of land situate at.....recorded in the General Land Register of the cantonment as (part of) Survey Number and bounded—

on the North by.....

on the South by.....

on the East by.....

on the West by.....

IN WITNESS whereof the parties hereto have set their hands the day and year first written above.

Signed by

on behalf of the Governor-General in
Council in presence of

Witness—

Signed by above named
in the presence of

Witness—

Note—The sanction of the Officer Commanding-in-Chief, the Command/Central Government must be obtained before the lease is executed.

Note—For powers to condone breaches of conditions of lease please see Vol II.

SCHEDULE X

[*(See Rule 31 (1))]

BUILDING LEASE IN PERPETUITY

THIS INDENTURE made the.....day of BETWEEN THE Governor-General in Council (hereinafter called the lessor) of the one part and.....(hereinafter called the lessee/lessees), of the other part.

WHEREAS by virtue of rules made under section 280 of the Cantonments Act, 1924, the Military Estates Officer/Cantonment Board of.....Cantonment (hereinafter called the Military Estates Officer/Cantonment Board) has agreed on behalf of the lessor with the confirmation of.....to demise the plot of land hereinafter described to the lessee/lessees in manner hereinafter appearing. NOW THIS INDENTURE WITNESSETH in consideration of the premium of rupees.....paid on or before the execution of these presents (the receipt whereof the lessor hereby acknowledges (and of the rent hereinafter reserved and of the covenants on the part of the lessee/lessees hereinafter contained the lessor doth hereby demise unto the lessee/lessees ALL THAT plot of land containing by admeasurement.....situate at.....in the cantonment of.....which said plot of land is more particularly described in the Schedule hereunder written and with the boundaries thereof delineated in the plan annexed to these presents and thereon coloured.....TOGETHER with all rights, easements and appurtenances whatsoever to the said plot of land belonging or in any wise appertaining

EXCEPTING AND RESERVING unto the lessor all mines, minerals, mineral substances of every description, sand, and clay in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, digging, working, obtaining, removing, enjoying the same making the lessee/lessees reasonable compensation for all damage done and also all timber, fruit-trees and other trees (but not the fruit or leaves or fallen branches of trees or branches of trees cut down with the written consent of the Military Estates Officer/Cantonment Board) with right of entry to mark, fell, cut and carry away the same TO HOLD the premises hereby demised unto the lessee/lessees in perpetuity from the.....day of.....rendering therefor the yearly rent of Rs.....clear of all deductions by equal half yearly payments on the.....day of.....and the day of each year at the office of the Military Estates Officer/Cantonment Board or such other places as the Military Estates Officer/Cantonment Board shall from time to time appoint in this behalf the first of such payments to be made on the.....day of..... next.

1. AND THE LESSEE DOTH/LESSEES DO hereby covenant with the lessor—

- (1) To pay unto the lessor the yearly rent hereby reserved on the days and in the manner hereinafter appointed.
- (2) From time to time and at all times to pay and discharge all rates, taxes, charges and description which are now or may at any time hereinafter be imposed, charged or assessed upon the premises hereby demised or the buildings to be erected thereupon or the landlord or tenant in respect thereof.
- (3) Not to cut down any of the timber, fruit-trees or other trees now or at any time hereafter growing on the premises hereby demised without the consent in writing of the Military Estates Officer/Cantonment Board but to preserve the same in good order.
- (4) Not to make any excavation in the land hereby demised or remove any mineral, mineral substances of any description, sand or clay from the said land without the consent of and in accordance with the terms and conditions prescribed by the Military Estates Officer/Cantonment Board.
- (5) Within.....calendar months next after the date of these presents at his/their own cost to erect and finish fit for habitation/use on the premises hereby demised a dwelling house/.....together with all necessary out-houses sewers drains and other appurtenances in accordance with a plan or plans to be approved in writing by the Cantonment Board under the provisions of the Cantonments Act and not to erect or suffer to be erected on any part of the

premises hereby demised any building other than and except the dwelling house/.....hereby covenanted to be erected without the previous consent in writing of the Officer Commanding-in-Chief, the Command. * [x x x].

- (6) Not to make any alterations in the plan or elevation of the said dwelling house.....without such consent as aforesaid nor to use the same or permit the same to be used for any purpose other than that of a dwelling house/.....
- (7) At all times to keep the said dwelling house/.....and premises in good and substantial repair and on the determination of this lease peaceably to yield up the same in such good and substantial repair unto the lessor.
- (8) Upon every assignment transfer or sub-lease of the premises hereby demised or any part thereof or within one calendar month thereafter to deliver a notice of such assignment transfer or sub-lease to the Military Estates Officer setting forth the names and description of the parties to every such assignment transfer or sub-lease and the particulars and effect thereof :

II. PROVIDED ALWAYS that if any part of the rent hereby reserved shall be in arrear or unpaid for one calendar month next after any of the days whereon the same shall have become due whether the same shall have been demanded or not or if there shall have been in the opinion of the Military Estates Officer/Cantonment Board any breach by the lessee/lessees or by any person claiming through or under him/them of any of the covenants or conditions herein before contained then and in such case the lessor may notwithstanding the waiver of any previous cause or right of re-entry enter upon any part of the premises hereby demised or the buildings thereon in the name of the whole and thereupon the said premises and buildings shall remain to the use of and be vested in the lessor and this demise shall absolutely determine and the lessee/lessees shall not be entitled to any compensation whatever.

III. PROVIDED ALSO that the rent of the premises hereby demised shall be subject to revision at the end of each successive period of not less than thirty years but the enhancement if any shall in no case exceed fifty percent of the rent payable during the period immediately preceding the period in respect of which such revision is made :

IV. PROVIDED ALSO that the expression "lessor" and lessee/"lessees" hereinbefore used shall, unless such an interpretation be inconsistent with the context include in the case of the former his successors and assigns, and in the case of the latter, his/their heirs, personal representatives and assigns.

*Omitted vide Notification No. 1151 dated 8-10-1938.

The Schedule above referred to

All piece and parcel of land situate at.....recorded in the General Land Register of the cantonment as (part of) Survey Number.....and bounded.

on the North by.....

on the South by.....

on the East by.....

on the West by.....

IN WITNESS whereof the parties have hereto set their hands the day and year first written above.

Signed by

On behalf of the Governor-General in
Council in the presence of

Witness—

Signed by above named.
in the presence of

Witness—

Note—The sanction of the Officer Commanding-in-Chief the Command/Central Government must be obtained before the lease is executed.

Note—For powers to condone breaches of conditions of lease please see Vol II.

SCHEDULE XI

See Rule 31 (2)

BUILDING LEASE IN PERPETUITY ON FAVOURABLE TERMS FOR A PUBLIC PURPOSE

THIS INDENTURE made the.....day of.....BETWEEN THE Governor General in Council (hereinafter called the lessor of the one part and.....(hereinafter called the lessee/lessees of the other part.

WHEREAS by virtue of rules made under section 280 of the Cantonments Act, 1924, the Military Estates Officer/Cantonment Board of.....cantonment (hereinafter called the Military Estates Officer/Cantonment Board) has agreed on behalf of the lessor to demise the plot of land hereinafter described to the lessee/lessees in manner hereinafter appearing for the purpose of building a.....

NOW THIS INDENTURE WITNESSETH in consideration of the rent hereinafter reserved and of the covenants on the part of the lessee/lessees hereinafter contained the lessor doth hereby demise unto the lessee/lessees ALL THAT plot of land containing by admeasurement.....situate at.....in the cantonment of.....which said plot of land is more particularly described in the Schedule hereunder written and with the boundaries thereof is delineated on the plan annexed to these presents and thereon coloured.....TOGETHER with all rights easements and appurtenances whatsoever to the said plot of land belonging or in any wise appertaining TO HOLD the premises hereby demised unto the lessee/lessees in perpetuity from the.....day of.....rendering therefor the yearly rent of Rs.....clear of all deductions on the.....day of.....in each year at the office of the Military Estates Officer/Cantonment Board or such other place as the Military Estates Officer/Cantonment Board shall from time to time appoint in this behalf the first such payments to be made on the.....day of.....next.

I. AND THE LESSEE DOTH/LESSEES DO hereby covenant with the lessor—

- (1) To pay unto the lessor the yearly rent hereby reserved on the days and in the manner hereinafter appointed.
- (2) From time to time and at all times to pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter be imposed, charged or assessed upon the premises hereby demised or the buildings to be erected thereupon or the landlord or tenant in respect thereof.
- (3) Within.....calender months next after the date of the these presents at his/their own cost to erect and finish fit for use on the premises hereby demised a.....in accordance with a plan or plans to be approved in writing by the cantonment Board under the provisions of the Cantonments Act, and not to erect or suffer to be erected on any part of the premises hereby demised any building other than and except the.....hereby covenanted to be erected without the previous consent in writing of the Officer Commanding-in-Chief, the Command. *[x x x]
- (4) Not to make any alterations in the plan or elevation of the said.....without such consent as aforesaid nor to use the same or permit the same to be used for any purpose other than that of a.....

*Omitted vide Notification No. 1151 dated 8-10-1938.

- (5) At all times to keep the said.....and premises in good and substantial repair and on the determination of this lease peaceably to yield up the same in such good and substantial repair unto the lessor.
- (6) Upon every assignment transfer or sub-lease of the premises hereby demised or any part thereof or within one calendar month thereafter to deliver a notice of such assignment transfer or sub-lease to the Military Estates Officer setting forth the names and description of the parties to every such assignment transfer or sub-lease and the particulars and effect thereof :

II. PROVIDED ALWAYS that if any part of the rent hereby reserved shall be in arrear or unpaid for one calendar month next after any of the days whereon the same shall have become due whether the same have been demanded or not or if there shall have been in the opinion of the Military Estates Officer/Cantonment Board any breach by the lessee/lessees or by any person claiming through or under him/them of any of the covenants or conditions hereinbefore contained then and in such case the lessor may notwithstanding the waiver of any previous cause or right for re-entry enter upon any part of the premises hereby demised or of the buildings thereon in the name of the whole and thereupon the said premises and buildings shall remain to the use of and be vested in the lessor and this demise shall absolutely determine and the lessee/lessees shall not be entitled to any compensation whatever :

III. PROVIDED ALSO that the expression "Governor-General" and the "lessee"/"lessees" hereinbefore used shall unless such an interpretation be inconsistent with the context include in the case of the former his successors and assigns and in the case of the latter his/their heirs executors administrators representatives and assigns.

The Schedule above referred to

All that piece and parcel of land situate at.....recorded in the General Land Register of the cantonment as (part of) Survey Number.....and bounded.

On the North by.....

On the South by.....

On the East by.....

On the West by.....

IN WITNESS whereof the parties have hereto set their hands the day and year first written above.

Signed by

On behalf of the Governor General in Council in the presence of

Witness—

Signed by the above named in the

presence of

Witness—

Note—The sanction of the Central Government must be obtained before the lease is executed.

Note—For powers to condone breaches of conditions of lease please see Vol II.

SCHEDULE XII

[See Rule 33 (1)]

LEASE OF AGRICULTURAL LANDS

NOTICE

Notice is hereby given that the grant of a lease of land hereunder specified will be offered by auction/tender to the bidder of the highest rent for such lease for the period and subject to the conditions hereunder stated subject to confirmation of the grant by.....) at the.....on the.....day of.....19.....at.....o'clock. The form of lease to be executed by the 'successful bidder and the plans of the land may be inspected at the Office of the Military Estates Officer/Cantonment Board.

Particulars

- (1) Ward, Survey Number or boundaries.
- (2) Area.
- (3) Period of lease.

Conditions of tenure

(1) The lessee shall pay the rent punctually on the dates specified in the lease.

(2) The lessee shall not use the land otherwise than for agricultural purposes and in accordance with the provisions of section 144 of the Cantonments Act, 1924 and shall not plant trees* [x x x] dig kankar or remove any sand, clay or mineral substances of any description thereon,

*Omitted vide Notification No 93 dated 26-9-1942.

therein or therefrom without the consent in writing of the Military Estates Officer/Cantonment Board.

*(1-a) The lessee shall not erect any building as defined in clause (iv) of section 2 of the Cantonments Act 1924, other than a well on the land and shall not construct a well without the consent in writing of the Military Estates Officer/Cantonment Board. No temporary structures shall be erected on the land without the previous sanction of the officer commanding-in-Chief, the Command.

*(2-b) The lessee shall maintain all wells situated on the land in good condition to the satisfaction of the Military Estates Officer/Cantonment Board.]

(3) The lessee shall not without the written sanction of the Military Estates Officer/Cantonment Board, assign, sub-let, transfer or part with possession of the land or any part thereof or any of his rights or interests therein to any third party : Provided that if the lessee dies before the expiry of the lease, the Military Estates Officer/Cantonment Board may permit his heir or heirs to hold the land for the remainder of the term of the lease.

(4) In the event of there being, in the opinion of the Military Estates Officer/Cantonment Board any breach of the conditions on the part of the lessee to be observed and performed, the Governor General in Council shall be at liberty to enter into possession of the land and to determine the lease, and the lessee shall not be entitled to any compensation whatever.

(5) It shall be lawful for the Governor General in Council at any time during the currency of the lease, on giving.....days notice in writing to resume possession of the land on paying fair compensation for the crops, if any, standing thereon at the time of resumption and on remitting a proportionate part of the rent for the unexpired portion of the lease.

Conditions of auction

(1) The lease shall be granted to the highest bidder and if any dispute shall arise between two or more bidders, the land shall be put up again at the last undisputed bidding. No person shall advance at each bidding less than the sum to be fixed by the auctioneer at the time of auction and no bidding shall be retracted. The lessor reserves the right to bid.

*Added vide Notification No. 93 dated 26-9-1942.

SCHEDULE XIV

[See Rule 35 (1)]

LEASE OF AGRICULTURAL LAND

THIS INDENTURE made the.....day of.....BETWEEN THE Governor General in council (hereinafter called (lessor of the one part and.....(hereinafter called the lessee/lessees) of the other part.

WHEREAS by virtue of rules made under section 280 of the Cantonments Act, 1924, the Military Estates Officer/Cantonment Board of.....Cantonment (hereinafter called the Military Estates Officer/Cantonment Board) has agreed on behalf of the lessor (with the confirmation of.....) to demise the plot of land hereinafter described to the lessee/lessees in manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in consideration of the rent hereby reserved and of the covenants on the part of the lessee/lessees hereinafter contained the lessor doth hereby demise unto the lessee/lessees ALL THAT plot of land measuring.....or thereabouts situate.....in the cantonment of.....and described in the Schedule hereunder written and with the boundaries thereof as delineated on the plan annexed to these presents and thereon coloured.....TO HOLD the same unto the lessee/lessees his/their permitted successors and assigns for the terms of.....years from the.....paying therefor the yearly/quarterly/monthly rent of rupees.....in advance.

1. THE LESSEE/THE LESSEES for himself/themselves his/their heirs and assigns hereby covenant/covenants with the lessor—

- (1) To pay during the said term the said yearly/quarterly/monthly rent at the times and in the manner aforesaid and also all cesses, rates and assessments now or at any time hereafter payable in respect of the said land.
- (2) Not to use the said land otherwise than for agricultural purposes and in accordance with the provisions of section 144 of the Cantonments Act 1924, and not to plant trees *[x x x] dig kankar or remove any sand, clay or mineral substances of any description thereon therein, or therefrom without the written sanction of the Military Estates Officer/Cantonment Board.
- **[(3) (a) Not to erect on the said land any building as defined in clause (iv) of section 2 of the Cantonments Act, 1924 other than a well.
- (b) Not to construct on the said land any well without the written sanction of the Military Estates Officer/Cantonment Board or any portable or temporary structure without the written sanction of the Officer Commanding-in-Chief, the Command.

*Omitted vide Notification No 93 dated 26-9-1942.

**Added vide Notification *ibid*.

- (4) To maintain all wells on the said land in good condition to the satisfaction of the Military Estates Officer/Cantonment Board.
- (5) On the expiration or sooner determination of this lease peaceably to surrender to the lessor the land hereby demised.
- (6) Not to assign underlet, transfer or part with possession of the said land or any part thereof or any of his/their right interest therein under these presents without the written sanction of the Military Estates Officer/Cantonment Board :

II. PROVIDED ALWAYS that it shall be lawful for the lessor at any time or times during the said term on giving.....day's notice in writing to resume.....possession of and determine the tenancy of the lessee/lessees of the said land or any part thereof without making to the lessee/lessees any compensation on account thereof save only a fair payments for the crops, if any, standing on the said land at the time of resumption and the abatement of a proportionate part of the rent for the then unexpired portion of the said term :

III. PROVIDED ALSO that if the lessee/lessees or the person (or persons) for the time being entitled to hold the said land shall die before the expiry or determination of the said term the heir or heirs of the person (or persons) so dying shall if so permitted in writing by the Military Estates Officer/Cantonment Board become entitled thereupon to hold the said land for the remainder of the said term subject to the covenants and conditions herein expressed and if there shall be no person who shall so become entitled to and shall hold the said land the said term hereby granted shall be deemed to have determined as from the date of the death of the person so dying as aforesaid :

IV. PROVIDED ALSO that if and whenever any part of the rent hereby reserved shall be in arrear unpaid for.....days next after any of the days on which the same shall have become due whether the same shall have been demanded or not or if there shall have been in the opinion of the Military Estates Officer/Cantonment Board any breach on the part of the lessee/lessees his/their heirs and assigns of any of the covenants or conditions herein contained then and in such case the lessor shall be at liberty at any time thereafter to enter into possession of the said land and there upon this demise shall absolutely determine and the lessee/lessees shall not be entitled to any compensation whatever.

THE SCHEDULE above referred to.

IN WITNESS whereof the parties have hereto set their hands the day and year first written above.

Signed by

On behalf of the Governor General
in Council in the presence of

Witness—

Signed by the above named |
in the presence of |

Witness—

NOTES—

(i) The lease for not more than four years may be granted by the Cantonment Board on its own initiative.

Leases of "B" (4) land under the management of the Military Estates Officer for not more than four years require the approval of the Officer Commanding-in-Chief, the Command.

Leases of "A" (2) land by the Military Estates Officer for not more than five year require sanction of the Officer Commanding-in-Chief, the command.

(ii) Leases for terms exceeding 4 years require the approval of the Collector and the confirmation of the Officer Commanding-in-Chief, the Command.

(iii) Leases for terms exceeding 10 years require the approval of the Collector and the confirmation of the Central Government.

* * *

SCHEDULE XV

(See rule 37 (2))

Military Estates Officer
Cantonment Board

GRANTS REGISTER

MISCELLANEOUS SITES

(Form of application for a lease of land to be filled in by applicant)

To

Military Estates Officer

The Executive Officer

Cantonment

Dated

Sir

I have the honour to apply for the grant of a lease of.....
acres/.....Sqfeet of land situate in.....for the purpose of.....

A site plan of the area required is attached.

No buildings will be erected on the land, and only such boundary walls, fences or hedges will be erected as may be sanctioned by the authority sanctioning the lease.

I request that a lease may be granted for a period of.....years.

I am prepared to abide by such conditions regarding the disposal of the land as the Central Government or such other authority as the Central Government may appoint for this purpose may impose, and to deposit the cost, if any, of surveying and demarcating the land on the understanding that if the land is eventually granted to any other person the amount of my deposit will be refunded to me.

I request that the land may be granted to me by private agreement without auction for the followign reasons :

I have etc.

* * *

GRANTS REGISTER MISCELLANEOUS SITES

(To be filled in by the prescribed authority, not the applicant)

Survey Number and/or Situation, Class of land, Total area, S. No. if any.

1. Date of application
2. Extent applied for
3. Name and address of applicant
4. Period of lease applied for
5. Purpose for which applied for
- *6. Order of the Officer Commanding the Station/Copy of Board resolution.
7. Opinion of Collector.
8. Forwarded to the GOC-in-C, the Command.
9. Order of the Central Government/Authority appointed by the Central Government under rule 37.
10. Date and cost of survey and demarcation and date of deposit of cost.
11. Annual rent fixed according to standard table of rents.
12. Reserve price for premium on lease.
13. Notice of auction published.
14. Date of auction.

- 15. Successful bidder.
- 16. Amount of bid.
- 17. Order of the Central Government or authority appointed under rule 37.

(Items 10 to 17 to be completed if the ordinary procedure of auction is ordered under item 9).

- 18. Number and date of lease.
- 19. Date of registration of lease.

Military Estates Officer

Dated.....

Executive Officer

- Plan of site
- Survey Number.
- Sub-Division.
- Area.

Surveyed and demarcated on ground

Dated.....

Military Estates Officer

Executive Officer

Certified that the sub-division has been entered on the Survey of India map of the cantonment and that the appropriate entry has been made in the General Land Register.

Dated.....

Military Estates Officer

* * *

SCHEDULE XVI

[See rules 28(3). 35(3) and 37(4)]

MILITARY ESTATES OFFICER

CIRCLE

CANTONMENT BOARD

CANTONMENT

.....Cantonment

Lease No.....Survey No.....Area.....

Military Estates Officer

(Building)

Grants Register

Sites

Cantonment Board's

(agricultural)

Particulars—

No. and name of building	....	....	....	....	....	....	....	....	....
No. of agricultural plot	....	....	....	....	....	....	....	....	....
Description of (Schedule No.)	....	....	....	....	....	....	....	....	....
Lease									
For what purpose	....	....	....	....	....	....	....	....	....
For what period	....	....	....	....	....	....	....	....	....
Date of Execution	....	....	....	....	....	....	....	....	....
Date of Registration	....	....	....	....	....	....	....	....	....
Date of Expiry	....	....	....	....	....	....	....	....	....
Rental Amount payable Rs....	....	....	....	....	....	....	....	....	....
Dates when payable	....	....	....	....	....	....	....	....	....
Name of original Lessee	....	....	....	....	....	....	....	....	....
Mutations—how effected giving all details	....	....	....	....	....	....	....	....	....

Notes—

SCHEDULE XVII

[See rule 39 (1)]

LICENCE TO OCCUPY A SITE IN THE.....CANTONMENT

This licence granted to.....son of.....in his capacity as...
 ...the right to occupy a site comprising....Square yards...
 ...square feet, situated in survey No...*(and in extent as delineated
 on the site plan annexed hereto) for the purpose of...on payment
 of rupees...per month/day subject to the following conditions—

- (1) The right granted under this licence does not amount to an easement or interest in the site.
- (2) This licence is valid from the date of issue until the.....unless prior notice of determination is given
- (3) The licensor has the right to determine this licence by giving.....days/months notice to the licensee.

*Site plan to be annexed in case of licence for one month.

- (4) The licensee has the right to remove any materials or buildings on the site up to.....weeks after the determination of the licence : Provided that if the licensee has failed so to remove any materials or buildings on the site they shall become the property of the Central Government/Cantonment Board without payment of any compensation and the licensee shall have no further claim there to. The licensee shall make good any damage done in removing same.
- (5) The licence cannot be transferred or assigned by the licensee or exercised by his servants or agents.
- (6) The land must not be used for any purpose other than that mentioned in this licence.
- (7) Only building of temporary nature shall, if sanctioned, be erected on the site and the building shall comply with such directions as may be issued by proper authority.
- (8) On determination of this licence either in pursuance of a notice of determination or on the expiry thereof, the Central Government/Cantonment Board shall not be liable to pay any compensation whatever to the licensee.

Signature

Dated the

Military Estates Officer

Cantonment Board.

I..... licensee hereby accept the terms and conditions contained in the licence of which I have been made fully aware.

Signature

* * *

SCHEDULE XVIII
[See Rule 39 (3)]

Register of Licences for Temporary Occupation of Land

Years
Cantonment

Serial No. of licence	Survey number and situation	Area	Purpose for which licence is granted	Name of Licensee	Period of licence, date of expiry and initials of M.E.O. or E.O.	Number and date of resolution of Cantt. Board or order of MEO sanctioning licence	Fee charged	Date of collection and initials of M.E.O. or E.O.	Receipt number	GENERAL CASH BOOK ENTRY number and date	Date and initials of M.E.O. or E.O. in token of termination of occupation
1	2	3	4	5	6	7	8	9	10	11	12

Notes—If the system of granting individual permits for each head of cattle allowed to graze is in force, it should be worked by books containing foil and counterfoil and entries in this register will be unnecessary.

SCHEDULE XIX
[See Rule 46 (2)]

CANTONMENT BOARD'S REGISTER OF CENTRAL GOVERNMENT DUES
Class "C" Lands

Sl. No.	No & date of Central Govt. order vesting in Board	Purpose for which vested	AMOUNT PAYABLE TO CENTRAL GOVT.		Total of columns 4 and 5	Amount paid to Central Govt. No. and date of treasury receipt	Balance due	REMARKS (If Central Govt. has fixed a date for consideration of amount payable, it should be so stated here giving date.)
			Arrear	For current year				
1	2	3	4	5	6	7	8	9

ANNEXURE I

1. NOTIFICATION NO. S.R.O. 351 DATED 25TH JANUARY, 1958

[As amended Vide Notification No G.S.R. 1635 dated 8th November 1964, GSR No. F. 16 (1)\74 (judl) dated 11-9-1974] Published in the Gazette of India February 1, 1958.

In exercise of the powers conferred by rule I of order XXVII of the First Schedule to the Code of civil procedure 1908 (5 of 1908) and in supersession of the notification of the Government of India in the Ministry of Law No SRO 1651 dated 1st September, 1953 the Central Government hereby appoints—

- (i) the officers specified in the Schedule annexed hereto as persons by whom plaints and written statements in suits in any court of civil jurisdiction by or against the Central Government shall be signed.
- (ii) those of the officers referred to in sub-clause (i) who are acquainted with the facts of the case, as persons by whom such plaints and written statements shall be verified.

SCHEDULE VII

MINISTRY OF DEFENCE

6. Military Lands and Cantonments Organisation

Director, Military Lands and Cantonments,
 Joints Director, Military Lands and Cantonments,
 Deputy Director, Military Lands and Cantonments,
 Asstt, Director Military lands and Cantonments.
 Military Estates Officer,
 Special Military Estates Officer,
 Officer on-Special duty (Claims) Calcutta,
 Asstt. Military Estates Officer.

2. NOTIFICATION NO.G.S.R.3 DATED 11TH FEBRUARY, 1958

Published in the Gazette of India, February 15,1958.

In pursuance of the provisions of Rule 2 of order XXVII in the First Schedule to the Code of Civil Procedure 1908 (5 of 1908) and in supersession of the notification of the Government of India in the Ministry of Law No. S.R.O. .1652 dated 1st September 1953, the Central Government hereby authorises the officers specified in the Schedule annexed to the notification of the Government of India in the Ministry of Law No. S.R.O. 351 dated 25th january , 1958 to act for that Government in respect of any judicial Proceeding.

ANNEXURE II

NOTIFICATION NO. G.S.R. 585 DATED FIRST, FEBRUARY, 1966.

[As Amended by G.S.R. No. 46 dated 10-1-1974, No. 70 dated 26-4-1982 and No. F. 17 (1)/86 judl dated 29-4-1986) Published in the Gazette of India April 23, 1966 (extract).

Part II-Section 3-Sub-Section (i)

In exercise of the powers conferred by clause

(1) of Article 299 of the constitution and in supersession of the notification of the Government of India, in the Ministry of Law No. GSR 1161 dated the 1st December, 1958, the president hereby directs that the under mentioned contracts and assurances of property made in the exercise of the executive powers of the Union may be executed on his behalf as follows :

A...	..x...	...x...	x...
B...	...x...	...x...	x...

C.5. Contracts for conservancy services entered with

- (i) cantonment Board, Municipalities for conservancy arrangements, and
- (ii) private individuals for the supply of special conservancy\transport\animals, by Officer Commanding the Station.

D—	—X—	—X—	—
E—	—X—	—X—	—
F—	—X—	—X—	—
G—	—X—	—X—	—
H—	—X—	—X—	—

I. Contracts and Instruments relating to land and other immovable property other than houses inside cantonments.

- (1) Leases, licences and surrender deeds

- (a) of land belonging to the Ministry of Defence the executive managements of which has not been entrusted to the Cantonment Board under the Cantonment Land Administration Rules, 1937, the Defence Estates Officer.
- (b) of land belonging to the Ministry of Defence the executive management of which has been entrusted to the Cantonment Board, under the Cantonment Land Administration Rules, 1937, by the Cantonment Executive officer.

(2) Licences for a period not exceeding one year at a time, for grass cutting and grazing rights, cultivation, fishing, plying of boats and removal of sand, gravel, earth, stones, usufruct, trees and the like produce on lands belonging to the Ministry of Defence:

- (a) the executive management of which has not been entrusted to the Cantonment Board under the Cantonment Land Administration Rules, 1937 by the Defence Estates officer.
 - (b) the executive management of which has been entrusted to the Cantonment Board under the Cantonment Land Administration Rules, 1937 : by the Cantonment Executive officer.
- (3) Deeds relating to sale and transfer of lands held under (a) old grants and (b) on lease; by the Defence Estates Officer.
 - (3A) Conveyance deeds and sale deeds in respect of Immovable Property belonging to the Ministry of Defence by the Director, Defence Lands and Cantonments of the Command concerned.
 - (4) All documents relating to proprietary rights of Government in Land; by the Defence Estates Officer.
 - (5) Agreements for private connection to water supply systems in cantonments under the control of the Military Engineer Services or the Public Works Departments; by the Garrison Engineer, Sub-Divisional Officer, if he is an Assistant Executive Engineer-in-Charge of an Independent Sub-Division or a Public Works Department Divisional Officer.
 - (6) All contracts, deeds and other instruments relating to supplies and services to or purchase from the Canteen Stores Department (India); by the Chairman, Board of Administration, Canteen Stores Department (India).
 - (7) Leases of land and buildings belonging to the Canteen Stores Department (India); by the Chairman, Board of Administration, Canteen Stores Department (India).
 - (8) Leases of houses appropriated by Government under the provisions of the Cantonments (House Accommodation) Act, 1923, by the Officer Commanding the Station.
- J. Agreements relating to lease, purchase or sale of Immovable Property (lands and buildings).
- (1) Agreements for the purchase or sale of Immovable Property on behalf of Defence Services, by the Defence Estates Officer.
 - (2) Agreements for the sale of assets belonging to the Ministry of Defence on hired, requisitioned or Government land but not including the land or other Immovable Property, entrusted to the management of the Defence Lands and Cantonments Service; by the Defence Estates Officer.
 - (3) Agreements or leases for the hire of lands, buildings or other Immovable Property for the purposes of the Defence Services; by Deputy Director, Defence Lands and Cantonments, Defence Estates Officer or Assistant Defence Estates Officer holding independent charge of a sub-circle.
 - (4) Agreements for the purchase or sale of Immovable Property (lands and buildings) on behalf of the Canteen Stores Department (India) by the Chairman, Board of Administration, Canteen Stores Department (India).

K. Contracts and Instruments relating to property other than houses, land and other Immovable Property outside cantonments, belonging to the Ministry of Defence and entrusted to the management of Defence Lands and Cantonments Service.

- (a) Leases, licenses and surrender deeds; and
- (b) License for a period not exceeding one year at a time for grass cutting and grazing rights, cultivation, fishing, plying of boats and the removal of sand, gravel, earth, stones usufruct, trees and the like produce on lands belonging to Government : by the Defence Estates Officer or Assistant Defence Estates Officer holding independent charge of a sub-circle.

ANNEXURE III

(Rule 9)

Class A-1 Land under the Management of Military Authorities

By Defence Deptt. letter No. 974-R/D.4 dated 2nd Sept. 1938 as amended by Defence Deptt. letters No. 115/R/D. 4 dated 13th Oct. 1939, No. 1296/R/D4. dated 25th Nov. 1939 and No. 1256/L.C/D.4 dated 11th April 1940 the following areas of Class A-1 land in cantonments have been declared under Sub-Rule (1) of this rule to be under the immediate management of the Military Authorities themselves—

- (a) Enclosed areas, which form the compound of Govt. bungalows, offices, workshops, manufacturing establishments and other Military buildings. These areas with the exception of ordinance manufacturing establishments and their estates will remain in charge of the Military Engineering Services, when vacant.
- (b) Areas of land held by the Military Farms and Remount Deptts whose functions consists in the use and development of land.
- (c) Areas of land which have, prior to the promulgation of the Cantonment Land Administration Rules 1925, been allocated to the Military Farms Deptt. from time to time for the purposes of cultivation in order to produce fodder for the army or in order to clean and reclaim the soil.
- (d) areas of land occupied by Supply Depots.
- (e) deleted.
- (f) areas of land used as brick field or quarries by the Military Engineering Services and catchment areas of MES Water Supply.
- (g) areas of land occupied by the Engineering Parks.
- (h) areas of land occupied by the MES Storage Yards.
- (i) areas of land occupied by the factory or demarcated for the development of the factories in charge of the Director General of Ordinance.

- (j) areas of land occupied by the Ordinance Corps Establishments and Estates attached to these establishments in charge of the Director General of the Ordinance.
- (k) Soldier gardens as provided in the regulation for the army.
- (l) Hospital gardens which include the whole of a hospital compound.
- (m) Compounds of veterinary hospitals.
- (n) Indian Air Force landing grounds and the landing ground portion of aerodromes.
- (o) military re-creation grounds other than golf courses and race-courses.
- (p) areas of land occupied by the Indian Military Academy Dehradun. The above areas will remain in charge of that department of the army, which is in occupation of them with the exception of Air Force landing grounds, and the landing ground portion of aerodromes which will be in charge of the Military Engineering Service. The receipts and expenditure on account of the above mentioned lands with the exception of soldier gardens and Military recreation grounds will be accounted for in the budget of the department concerned.

ANNEXURE IV

Certificates, detection and removal of encroachments

Ministry of Defence vide No. 11017/2/76/D (lands) dated 7-10-1977 & D.G. DL&C vide No. 744/27/L/L&C/77 dated 23-11-1977 have issued the following instructions/orders.

- I. (a) **Responsibility of Military Authorities**—Responsibility for removal of encroachments on Class A-1 land lies with the Military Units in occupation of the land. Even where Class A-1 land has been entrusted to Military Estates Officer for management, responsibility of MEO is limited to bringing to the notice of Military Authorities concerned the encroachments he may detect. If it becomes necessary to file a suit for the removal of encroachments on Class A-1 land action will be taken by the MEO at the request of the Military authorities.

Note—Action for removal of encroachments is now to be taken under P. P. Act, 1971 by Military Authorities themselves who have been delegated the powers of Estate Officer under P. P. Act, 1971.

- (b) **Responsibility of MEO**—the MEO is responsible for detection and removal of encroachments on Class A-2 and B-4 lands.
- (c) **Responsibility of Cantonment Board**—Each Cantonment Board is responsible for detection and removal of encroachments on Class B-4 land within Civil Areas placed under its management and on Class 'C' land vested in it.

II. Inspection and certificates Regarding Encroachments—

(a) Class A-1 and A-2 land—The MEO maintains plans and schedules of lands comprising Class A-1 and Class A-2 lands for each cantonment. Each year between April and July he will prepare the following certificate which is to be countersigned by the Officer Commanding the Station and submitted to the Central Govt. regarding correctness of the plans and schedules together with a report regarding any unauthorised structures on the land or encroachments on the same.

Certificate

Under rule 14 of the Rules for the Acquisition Custody and Relinquishment of Military Lands in India as modified by rule 13 (3) of the Cantonment Land Administration Rules, 1937.

- (a) Certified that the plans and schedules of Class 'A' land maintained under rule 13(1) of the Cantonment Land Administration Rules 1937 are correct.
(b) All changes in the classification of land and in the boundaries of individual holdings of the cantonment have been duly entered in the General Land Register of the cantonment.

Station ... Military Estates Officer
Dated ... —Circle

Countersignature of the Officer Commanding the Station

No alteration in the boundaries of the cantonment as a whole is required and all land within the cantonment is required for the effective discharge of the duties of the Central Govt. in respect of Military Administration.

Station ... Officer Commanding the Station
Dated ...

Note—For ACR Rules, 1944 please see Vol II.

(c) The MEO is also to prepare the following certificate each year between April and July and to submit it to the Central Govt. regarding any unauthorised constructions or encroachments on the lands under his charge.

Name of the cantonment ...

Certified that all Class A-1 lands, Class A-2 lands and B-4, lands which are under my charge in the above cantonment have been inspected during the financial year... Details of unauthorised structures/encroachments noticed and action taken in respect thereof are indicated below :

Table with 5 columns: Sl. No., Classification, Description, Area, Nature and Extent of Encroachment. Includes rows with letters a-e and f-i.

Signature. ... (Military Estates Officer)

Note—A similar certificate will be submitted by the Station Commander in respect of Class A-1 land under the management of the Military Authorities.

(d) The Cantonment Executive Officer is to prepare the following certificate each year between April and July and to submit it to the Central Govt. forwarding any unauthorised constructions or encroachments on lands placed under the management of or have been vested in the Cantonment Board—

Name of the Cantonment... ..

Certified that all Class B-4 lands and class "C" lands which have been placed under the management of or have been vested in the Cantonment Board have been inspected during the financial year... Details of unauthorised structures/encroachments noticed and action taken in respect thereof are indicated below—

Sl. No.	Classification	Description	Area	Nature and Extent of Encroachment
a	b	c	d	e

Countersigned
 Signature.
 (Cantonment Executive Officer)

President Cantonment Board.

Note 1—Please see Vol. II regarding Govt. orders for removal of encroachments.
 Note 2—Please see the powers of Station Commander and the M.E.O. regarding removal of encroachments under P.P. Act, 1971, No suit can now be filed for removal of encroachments being barred u/s 15 of P.P. Act, 1971.

ANNEXURE V

Certificate prescribed under clause (V) of Rule 14 of CLA Rules, 1937.

I/We the officer Commanding/Members of the Regimental Committee of the.....now in occupation of the..... Lines,.....Cantonment, do hereby acknowledge that I/we have been permitted to construct/retain a.....on the land described in the schedule attached hereto and delineated and coloured.....on the plan annexed hereto, on the understanding that I and my/we and our permitted successors are merely licensees and that Government's right to the free hold of the land is not affected and subject to the following conditions—

- (1) That the said building (shall be constructed in accordance with the plans and specifications approved by the Military Engineer Services, and) shall be kept in a clean and sanitary, condition and in a proper state of repair to the satisfaction of the local Military Engineer Services officer concerned and no addition or alteration made without his written consent.

- (2) That the site shall be used for the specific purpose mentioned in the schedule and no other.
- (3) That the.....shall be used by men primarily concerned with the said unit and no outsiders shall be permitted to use it/them without the authority of the officer Commanding the.....
- (4) I/we shall in no circumstances alienate or part with possession of the said land or buildings without the sanction in writing of the Government of India, except on the departure of the said unit from the Cantonment, when the Officer Commanding/Members of the Regimental Committee of the relieving unit shall become entitled to the benefit of this agreement if still in force and my/our interest therein shall cease absolutely.
- (5) Government shall be at liberty at any time after giving at least one month's notice to resume vacant possession of the land and remove or retain the buildings thereon without payment of any compensation should they require the land for any other purpose or if there has been non-observance or breach of any of the above conditions.

SCHEDULE

Cantonment	General Land Register No. and class of land	Description of the land and area	Purpose for which granted	Remarks
1	2	3	4	5

Officer Commanding.....or.....Members of the Regimental Committee of the.....

The particulars of the areas and boundaries of the site affected and a reference to the sanction of the Government of India under which premission has been given have been entered in the Land Registers of the Cantonment.
 Military Estates Officer.

[GOI, Defence Department letter No. 390-LC/D4 dated 31-1-1940]

ANNEXURE VI

Note—(1) The Govt. Grants Act, 1895-Sec 2 of Transfer of Property Act. 1882 do not apply to Govt. grants.

COMMENTS

(1) **Rule 43 (iii)**—Suit based on agreement with Cantonment Board—Suit not hit by Rule 43 (iii) where in a suit against the Cantonment Board, the plaintiff's claim was that under an agreement validly entered into by him with the Cantonment Board he was entitled to certain rights which were sought to be interfered with by defendant and he claimed an injunction to restrain the

defendant from such wrongful interference, the suit did not in any way call in question or seek to affect the proprietary right in the land concerned of the Government of India or even of the Cantonment Board to the land but the suit was based exclusively on his right under the agreement which was admittedly valid and binding on the parties. The suit was therefore not hit by rule 43 (iii) [AIR 1960 J&K 83]

(2) **Rule 27**—Power given to Military Estates Officer to grant lease for regularisation of old grants is discretionary, but refusal should only be for sufficient reasons. AIR 1965 SC 1222 followed. AIR 1970 All 357 affirmed. The word used in the Rule is 'may' and normally this word is used to grant a discretion and not to indicate any mandatory direction. Further the power of the Military Estates Officer being subject to discretionary approval or disapproval of another authority cannot be held to be required to be exercised in all cases without any discretion. [AIR 1977 Pat 32]

(3) **Rule 27**—lease in perpetuity to lands in cantonment area—Rule 27 does not entitle the person who makes an application under that Rule to the grant of a perpetual lease. Whether lease in perpetuity is to be granted or not is left to the discretion of the authority mentioned in the rule. The Rule only mentions that applications for getting lease may be made and does not confer any right. [AIR 1970 All. 357. AIR 1971 SC 1599, 1977 Pat. LJR 97, AIR 1977 Pat. 32]

(4) Neither the provision of rule 16 to 26 nor the non obstante clause in Rule 27 can lead to the conclusion that the provisions of Rules 16 to 26 can be invoked where a person already holds a site in cantonment land. The case of such a person attracts provision of rule 27. [AIR 1970. All 357, 1969 All. LJ 582]

(5) **Possession**—It is said that possession is nine points in law. As owner without possession has only a mere shell while the person in possession enjoys the property in many ways. [AIR 1987 SC 180]

(6) **Leases**—Corporation leasing land to petty shopkeepers—Lessee getting evicted on termination of the lease—Action does not violate Art. 21—No. deprivation of right of livelihood—Principle of promissory estoppel is also not attracted. [AIR 1987 Kant. 159]

(7) **S-106, 111 & 116—LEASES**—suit for ejectment without notice to quit u/s 106. T.P. Act is not maintainable in case of lessee in occupation of property after expiry of lease. [AIR 1984 SC 143, 1989 All. L.J. 98]

(8) **SS. 105, 106 & 107**—Plaintiff continuing in possession after efflux of stipulated period—effect. [AIR 1984 All 60, 1989 All L.J. 98]

(9) **S. 105**—Determination of lease or licence depends upon intention of parties. [AIR 1984 Cal. 105]

(10) **S. 106**—After the tenancy is duly determined by notice U/S 106 T.P. Act the Tenant becomes tenant at sufferance and is no better than a trespasser. [AIR 1984, All. 130]

(11) **S. 107**—If lease deed is not registered it is not admissible.

[AIR 1984 Delhi 187]

(12) **Ss. 150, 111 (d)**—Land Lord executing sale deed in favour of tenant—Tenancy does not subsist after deed of reconveyance by tenant.

[AIR 1984 All 140]

(13) **S. 150**—Assignee paying rent to lessor and latter accepting it—Held if assignment was inoperative, possession of assignee was adverse to lessor.

[AIR 1984 A.P. 176]

(14) **S. 111**—Lessee cannot determine a lease for breach by lessor. AIR 1963 S.C. 120 relied.

[AIR 1984 Punj. 229]

(15) **S. 73**—Lease of Govt. land with some conditions—lessee mortgaging leased property with permission of the Govt. in favour of Bank who obtains final decree for sale. Govt. resuming possession during execution of decree by Bank—Suit by bank for declaration that it had first charge on amount of compensation—Maintainable.

[AIR 1984 Cal. 224 (NOC)]

(16) **S. 105 & 106**—Lease comes to an end after destruction of building which was subject matter of lease. There is no question of quit notice.

[AIR 1984 Ker. 181]

(17) **S. 106**—When there is stipulation in lease deed that lessee shall surrender possession on demand the lease is determinable at will and there is contract to the contrary.

[AIR 1984 Ker 181]

(18) **S. 53-A**—On Expiry of original lease the lessee continuing possession under renewal clause—the lessee is only protected under Section 53-A and becomes trespasser on expiry of the renewal period.

[AIR 1984 Cal 297]

(19) **S. 106, 111 & 114**—Forfeiture of tenancy is on the ground of breach of certain conditions of the tenancy and termination of tenancy is by notice U/S 106 of T.P. Act. 1882.

[AIR 1984 Bom. 400]

(20) **S. 116**—Tenancy of holding-over u/s 116 of T.P. Act, 1882 and tenancy by sufferance (holding over after expiry or determination of lease without landlord consent)—the notice for termination of tenancy is necessary in case of holding over u/s 116 of T.P. Act.

[AIR 1984 Kant. 214]

(21) **The lessee in possession of property under unregistered deed with renewal clause**—Continuing after expiry of term without renewal is liable to be evicted.

[AIR 1984 Cal. 317 (NOC)]

(22) **S. 108**—Tenant refusing to vacate premises after termination of tenancy—quantum of Mesne profits.

[AIR 1984 Cal. 317 (NOC)]

(23) **S. 105 and 107**—Effect of Monthly tenancy with agreement of payment of rent.

[AIR 1985 Sikkim 10]

(24) **S. 116**—Acceptance of rent after efflux of time on lessor's behalf by unauthorised person is not sufficient to renew tenancy.

[AIR 1985 Pat. 104]

(25) S. 106 & 107—If the lease of immovable property is without registered instrument it amounts to 'Contract to convey' and is terminable at 15 days notice and not at 6 months notice. [AIR 1985 Delhi 123 (NOC)]

(26) S. 105 & 111 (a)—On expiry of lease lessee given option to continue on enhanced rent without lessor's consent. This does not constitute renewal clause and the lessee continuing in possession after expiry of lease is liable to eviction. [AIR 1986 J & K 8]

(27) S. 110—First day of lease is to be included while determining duration of lease. [AIR 1986 Cal. 279]

(28) S. 54—In the absence of a Registered sale deed the person cannot be owner by purchase on basis of agreement to sell and power of attorney executed by alleged vendor in his favour. [AIR 1987 Delhi 36]

(29) S. 116—Receipt of rent from time to time after eviction order—The landlord is delaying execution for seven years to afford convenience to tenant for vacating and mean while receiving arrears of rent due to him—Held no new tenancy was created in favour of tenant. [AIR 1987 Ker. 98]

(30) The lessee shopkeeper cannot plead breach of Art 21 of constitution in case of termination of lease by the state by resuming possession.

[AIR 1987 Kant. 159]

(31) When the landlord does not accept rent from tenant no fresh tenancy is created. [AIR 1987 Cal. 221]

(32) Govt. land—Lease of 99 years to private persons—compensation—adoption of "net sales" method instead of "rent based on market value" method—No impropriety—Former method being profit oriented would be in best interest of Govt. [AIR 1987 SC 1109]

(33) S. 106, 107 & 116—Lease not for agricultural purposes—lease for 10 years with permission to sub-lease—Sub-lessee continuing in possession after expiry of lease period—Rent paid by sub-lessee and accepted by lessor—Termination of lease by one month's notice on lessee alone is valid.

[AIR 1988 SC 1470]

(34) Writ petition challenging cancellation of lease on ground of breach of covenant regarding user—Held not maintainable, as dispute was of contractual nature and no statutory right was involved. [AIR 1987 Delhi 146]

(35) Lease—A lessor, with best of title, has no right to resume possession extra judicially by use of force, from a lessee, even after the expiry or earlier termination of the lease by forfeiture or other wise. The use of the word 're-entry' in the lease deed does not authorise extra judicial methods to resume possession. Under law the possession of a lessee, even after the expiry or its earlier termination is juridical possession and forcible dispossession is prohibited. Possession can be resumed by Govt. only in a manner known to or recognised by law. It cannot resume possession otherwise than in accordance with law. (Para 15). [AIR 1989 SC 997]

(36) Lease—Variation in quantum of rent and consequential change in time and manner of payment of rent does not necessarily import surrender of existing lease and creation of new lease. [AIR 1989 SC 467]

(37) Life time tenancy—No documentary or oral evidence. Mere fact that rent has been paid is not sufficient to establish creation of life time tenancy.

[AIR 1996 Cal 1]

(38) Fixation of antenna on the roof of the premises—Tenant should be deemed it have accessory license to do so. [AIR 1990 Cal 26]

(39) Rule that whatever affixed to soil belong to soil—Not applicable in India. Land and super-structures can be owned by two different persons.

[AIR 1990 Mad 25.]

(40) Lessee of land—Tin sheet put up by lessee—Lessee evicted—possession handed over to Landlord. Lessee cannot claim restoration of tinsheets thereafter. [AIR 1990 P & H (NOC) 169]

(41) Lease-Determination of—Destruction of lease—house or shoproom—Does not by itself determine lease of the land on which it stands and put an end to the landlord-tenant relationship—Superstructure alone could not be subject matter of lease. [AIR 1991 Ker 55]

(42) Lease-Expiry of—Govt. holding auctions—Erstwhile lessee participating in all auctions—Not insisting for his rights under relevant rules at appropriate time—He cannot protest over actions later. [AIR 1991 MAD 108]

(43) Lease deed—Unregistered—can be considered for determination whether lease is granted for residential or non-residential purpose.

[AIR 1991 S.C. 744]

(44) Surrender of part of lease—Does not amount to surrender of the whole and creating of new tenancy as regards remaining portion.

[AIR 1991 SC 899]

(45) Lease of right to rear and catch fish granted for 7 years—During continuance of agreement lease period extended by two years more—S.106 does not apply as period fixed in lease was more than one year—Such lease is determined u/s 111 (a) by efflux of time limited by contract. Continuation of possession of tank by injunction of court—S. 116 is not attracted.

[AIR 1991 ori 179]

(46) S. 106—Quit Notice—Tenant informed to vacate premises within a month and deliver possession—Notice clearly determines tenancy and is, therefore valid. [AIR 1991 All 320]

(47) S. 105—Joint Lease—Partition of, in metes and bounds—Plot taken in joint lease from Govt.—cannot be divided in terms of lease deed—However, building constructed thereon can be partitioned in metes and bounds according to share of parties, keeping plot under neath as joint.—No permission of lessor necessary for effecting partition of building in metes and bounds.

[AIR 1991 Delhi 325]

- (48) **Lease**—Determinable on non-payment of rent—rent not paid for 6 years—Lessee dispossessed and possession taken by lessor—No illegality—lessee cannot claim restoration of possession for an expired lease period. [AIR 1992 P & H 13]
- (49) **S. 107—Renewal of lease—Requirements—Tenant exercising option for renewal—bare exercise of option does not ipso facto extend tenure of lease.—No document of fresh lease executed—requirement of S. 107 not complied with—renewal of lease not valid.** [AIR 1992 Mad 190]
- (50) **Lease—Tenancy rights in agricultural holding governed by tenancy laws—cannot be determined by reference to principles of personal law.** [AIR 1992 MP 231]
- (51) **S. 105—Lease—Sub letting—suit for possession by tenant—Sub-tenant cannot resist claim of possession by disputing title or right to possession of tenant against original land lord—Principle of estoppel applies.** [AIR 1992 Cal 283]
- (52) **S. 106—Tenancy—Termination of—service of notice—Many tenants—certain tenant receiving notice in capacity of general power of attorney holder on behalf of all tenants.—There is service of notice on all tenants.** [AIR 1992 SC 2065]
- (53) **S. 105—Originally two separate portions leased out—subsequently by deed of consolidation new single tenancy was entered into by parties—suit by landlord claiming possession of two separate portions on expiry of demised terms under original lease—Not maintainable in view of subsequent consolidated lease.** [AIR 1992 Cal 362]
- (54) **S. 123—Gift of immovable property—Non registration—mere delivery of possession cannot pass title to donee.** [AIR 1993 Delhi 19]
- (55) **S. 105—Lease—Execution of, for 999 years not illegal.** [AIR 1993 Cal 58]
- (56) **Eviction—Tenant holding lease hold premises as lessee under a term of lease—No provision for forfeiture of lease in lease deed—Landlord cannot seek eviction of tenant before expiry of period of lease.** [AIR 1993 Kant 90]
- (57) **Unregistered lease agreement is admissible in evidence even if it required registration.** [AIR 1993 Delhi 187]
- (58) **Unauthorised construction by tenant—Landlord not taking any steps against construction—No evidence produced by landlords to show that they were not passive against such construction—Inference can be drawn that construction had consent of landlord.** [AIR 1993 Cal 144 (FB)]
- (59) **Eviction for change of use—Use of premises by lessee contemplated by agreement for a specific business—use of land for purposes (business) in addition to the one contemplated under the lease agreement—Plea of lessee that lease being for carrying on business—any business could be carried on by him—negatived by High Court. Supreme Court declined to interfere.** [AIR 1993 SC 2646]

- (60) **Lessee liable to pay rent for the period of lease—Person remitting rent cannot become lessee. Liability cannot be shifted on such a person.** [AIR 1994 P & H 60]
- (61) **Determination of lease—By surrender, express or implied—Lessee surrendering premises to someone other than lessor—does not amount to surrender of lease.** [AIR 1994 P & H 60]
- (62) **Lease—Forfeiture of—same alleged on ground of sale of land—Lease not disclosing any covenant prohibiting alienation of land providing right of re entry for breach thereof. S. 111. (g) cl (1) Not attracted.** [AIR 1994 SC 227]
- (63) **S. 111 (g) cl (2)—Lease—Lease—Forfeiture of under cl. (2) disclaimer by denial of landlord's title or setting up of title in himself or third party results in forfeiture—Repudiation must be clear and unequivocal and must be anterior to suit ejection and must be relatable to knowledge of lessor.** [AIR 1994 SC 227]
- (64) **S. 111 (g). Determination of lease—Ground—breach of conditions of lease—Notice of determination—essential—failure of Lessee to pay rent within time amounting to breach of condition—No notice of determination served on Lessee. No document placed to prove surrender of lease—Determination of lease not established.** [AIR 1994 Ori 158]
- (65) **S. 106, 107, 53-A—Fixed term lease—Lease entered into orally or by some deed which is not registered one—cannot be a fixed term lease but monthly lease—can validly be terminated by notice of 30 days on either side—Sec 53 A would not be applicable to such tenancy.** [AIR 1994 All 221]
- (66) **S. 106—Notice to quit—Tenancy getting terminated by efflux of time—Tenant is not entitled to any statutory notice to quit.** [AIR 1994 Delhi 255]
- (67) **Tenancy coming to an end by efflux of time—Tenant not vacating premises—occupation after termination is Unauthorised—damages can be awarded at market rate for use and occupation.** [AIR 1994 Delhi 255]
- (68) **S. 108 (1) Rent—Abatement—Mere breach of condition of repair—Does not give rise to abatement of rent—For abatement of rent premises must have been rendered incapable of enjoyment.** [AIR 1994 Delhi 317]
- (69) **Lease—Determination of—Notice by lessor mentioning that your tenancy has been terminated, you are no more a tenant, vacate the premises within 30 days—Notice does not suffer from any illegality or invalidness.** [AIR 1994 All 37 NOC]
- (70) **S. 108 (a) T.P. Act—Construction by lessee—Not always become part of land of lessor—It would depend upon contract between parties.** [AIR 1995 Mad 375]
- (71) **Amount exceeding one month's rent paid in advance by tenant to landlord—Principle of pari delicto not attracted—Landlord not refunding the excess amount—bound to adjust in future payment—tenant not liable for eviction.** [AIR 1996 SC 1214]