

MILITARY

**MILITARY
LAND
MANUAL**

MILITARY LANDS MANUAL

INTRODUCTION

1. The Military Lands Manual is intended to be a guide to the procedure to be adopted not only in regard to the administration of military lands both inside and outside cantonments, but also to their acquisition and relinquishment for Central Government purposes. The notes which supplement, but in no way over-ride the provisions of the statutory rules are endorsed by the Government of India as at present advised, and are to be acted upon accordingly. The Government reserve the right to cancel revise or add to them as the necessity arises.

2. It is here considered advisable to give an account of the position of the Government of India with regard to cantonment lands generally, and this will entail a brief review of the history of those lands and of the major problems connected with their administration.

3. History of Cantonments---Cantonments were originally areas set apart by the Government for the exclusive use of troops. The precise historical origin of every cantonment is often. Unfortunately, difficult to trace. Some were undoubtedly acquired on payment of compensation to the original holders of the land: others came into the hands of the Government by right of conquest or by appropriation; and others again formed the subject of a treaty with a Ruling Chief. It is presumed and this presumption has been generally supported by courts of law – that in the absence of clear proof to the contrary, the ownership of all land within cantonment limits in British India vests in the Crown.

4. Early military regulations---Growth of private claims—In the earlier days of British rule the administration of cantonment lands was governed by a series of military regulations issued separately by the military authorities of the three Presidencies. These regulations contained many features in common—though those of the Madras Army always contemplated a rather larger measure of control by the civil side of the Government than those of the other Presidencies—and all of them, as time went on, provided increasing facilities for the admission on certain terms of non military residents. For a variety of causes these terms were not always strictly enforced; and by the time that the Presidency Army system was abolished and the control of military policy – and with it of cantonment—became centred in the Government of India, the gradual penetration of cantonments by a population for which they were not originally intended had considerably altered the original conception of their character and had led to the growth of claims by private persons to proprietary rights in certain cantonment lands.

5. Cantonment Code—1899—Privy Council ruling—1911—The introduction of the Cantonment Code in 1899 marked an important step in the direction of better regulation; and in 1911 the decision of the Privy Council in the well known Poona case of K.A. Ghaswala versus the Secretary of State (L.L.R. XXXVI Bombay, 1) materially strengthened the claim of the Government to be presumed to be proprietor of the soil in cantonments until the contrary was proved. This decision upheld certain earlier rulings to the same effect by courts in India and has been followed with remarkable unanimity in such cases as have come before them since that date. See also (i) the judgment of the Privy Council in appeal No.80 of 1929. (Bengal Appeal No.4 of 1928) in the Secretary Cantonment Committee. Barrack pore, on behalf of the Secretary of State for India in Council versus Satish Chandra Sen, (ii) the judgment of the Allahabad

High Court in Raghubar Dayal and others versus the Secretary of State for India in Council on page 427 of XKVI J.L.R, Allahabad, (iii) the judgment of the Bombay High Court in O.S. No.133 of 1923 on page 938 in 25, Bombay Law Reporter and (iv) the judgment of the Panta High Court relating to Paramountey on page 357 in the All India Reporter, 1930 , Issued from Nagpur, Government position has been further strengthened (i) in a more recent Privy Council Judgment –see judgment of Privy Council in appeal No.38 of 1938 delivered on 30. 6 . 39 in the Peshawar Cantonment bungalow acquisition cases – Hari Chand and others versus the Secretary of States ; and (ii) in appeal No.21 of 1941 (Allahabad appeal No.37 of 1938) Secretary of State versus Sri Narain Khanua regarding bungalow No.54. Meerut Cantonment

6. Cantonment Reforms---1920---24--- In spite of these facts the position remained unsatisfactory. Though the provision of the Cantonment Code did much to cheek further encroachments on Government rights systematic advantage was not taken of the legal rulings to reassert the title of Government where this had already been attacked; while their interests continued to suffer by the freedom with which sites in cantonments were granted for building or other purposes either free of charge or on inadequate rentals. The opportunity of the recent legislation connected with cantonments was therefore taken to review the whole situation; and the result is the set of statutory rules which form the subject matter of the Cantonment Land Administration Rules,1925 which have since been superseded by the Cantonment Land Administration Rules,1937.

7. Rights of Central and Provincial Governments in Land--- These rights are now governed by the provisions of Chapter III of part VII of the Government of India Act,1935. Also the notes to Rule 7 of the Cantonment Land Administration Rules and rules 1 and 5 of the Rules for the Acquisition, Custody, Relinquishment of military Lands.

8. Requisitioned Lands—The instructions contained in this Manual are not applicable to lands and building, requisitioned or leased, since 3rd September 1939 in connection with the present war.

**THE CANTONMENT LAND ADMINISTRATION
RULES 1937**

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(As corrected p to the 31st December 1944)

CANTONMENT LAND ADMINISTRATION RULES,1947

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21949	4/AD	of 27-10-25	R. 28 Note (ii) (I)
30664	1/AD	of 2-1-26	R. 43 Note (iv)
30664	3/AD	of 1-4-26	R. 43 N. (iv)
31488	1/AD	of 6-4-26	R. 14 N. (vi)
31977	1/AD	of 4-5-26	R. 26 N.(x)
30664	5/AD	of 25-8-26	R. 14 N.(x)
34024	1/AD	of 22-3-27	R. 14 N.(i)
34064	1/AD	of 14-4-27	R. 33 N.(ii)
33963	3/AD	of 4-5-27	R. 14 N.(i)
34252	1/AD	of 13-5-27	R. 26 N.(xi)

34326	3/AD	of 9-6-27	R. 26.N.(v)
34724	1/AD	of 12-8-27	R. 2 N.(v)
34875	1/AD	of 15-10-27	R. 26 N.(xi)
36070	1/AD	of 6-1-28	R. 5 N.(i)(c)
36421	1/AD	of 9-4-28	R. 6 N.(i)
36244	2/AD	of 5-6-28	R. 26 N.(xi)
428	AD4	of 20-2-29	R. 28 N. (vi)
675	AD4	of 20-3-29	R. 22 N.(ii)
712	AD4	of 21-3-29	R. 26 N.(xi)
908	AD4	of 29-4-29	R 3 N.(iv)
1794	AD4	of 11-7-29	R. 6 N.(ii)(g)
714	AD4	of 21-2-30	R. 26 N.(vi)
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413	R/AD4	of 26-6-30	R. 28 No.(iv)(c)
1448	LL/AD4	of 24-7-30	R. 26N.(i)(b)
1941	LL/AD4	of 6-8-30	R. 28 N.(iv) (c)
523	R/AD4	of 13-8-30	R. 26 N.(v) (b)
578	R/AD4	of 4-9-30	R. 28 N. (vii) (ii)
1820	LL/AD4	of 1-10-30	R. 3 N.(iv)
840	R/AD4	of 16-12-30	R. 33 M. (vi)
841	R/AD4	of 17-12-30	R. 33 N.(vii)
32	S/AD4	of 18-12-30	R. 14 N.(viii)
869	R/AD4	of 23-12-30	R. 10 N.(v)

72	M/AD4	of 5-2-31	R. 39 N. (iv)
426	R/AD4	of 15-6-31	R. 33 N.(vi)
446	R/AD4	of 20-6-31	R. 14 N (ii)
44	SC/AD4	of 8-7-31	R. 14 N.(viii)
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591	R/AD4	of 7-9-31	R. 33 N.(vi)
10	R/AD4	of 11-1-32	R. 28 N.(iii)(9)
109	R/AD4	of 19-4-33	R. 3 N.(iv)
2678	LC/AD4	of 10-8-33	R. 26 N. (iv)
365	R/AD4	of 12-9-33	R. 33 N.(iv)
2835	LC/AD4	of 13-9-33	R. 17 N.(iii)
402	LC/AD4	of 6-2-34	R. 31 N.(iv)
528	R/AD4	of 8-10-34	R. 14 N.(x)
23	L/AD4	of 12-1-35	R. 28 N.(iii)
824	LC/AD4	of 21-3-35	R. 28 N.(v)(iii)
1001	LC/AD4	of 17-5-35	R. 7 N.(3)
3265	LC/AD4	of 9-11-35	R. 41 N. (iii)
475	A/1/D4	of 3-1-36	R. 40 N. (iii)
481	R/D4	of 12-3-26	R. 14 N. (iii) (b)
1021	LC/D4	of 16-3-26	R. 14 N. (ix)
183	R/D4	of 9-4-36	R. 14 N. (x)
3301	LC/D4	of 21-9-36	R. 14 N.(vii)
2104	LC/D4	of 2-7-36	R. 14 N. (v)

620	R/D4	of 29-9-36	R. 41 N. (v)
4032	LC/D4	of 27-11-36	R. 41 N. (ix)
152	LC/D4	of 19-1-37	R. 14 N.(ix)
243	R/1/D4	of 6-4-37	R. 5 N. (i) (c)
2791	LC/D4	of 11-8-37	R. 39 N. (vi)
783	R/D4	of 52-10-37	R. 7 N. (3)
453	LC/D4	of 10-12-37	R. 39 N. (vi)
2220	LC/D4	of 20-12-37	R. 31 N. (iv) (b)
225	LC/D4	of 28-1-38	R. 31 N. (iv) (b)
3795	LC/D4	of 15-2-38	R. 43 N. (i)
111	R/D4	of 17-2-38	R. 43 (N. (v)
757	L/D4	of 9-3-38	R. 37 N. (i)
975	LC/D4	of 23-3-38	R. 3 N. (i)(ii)(iv)(v)
109	B/D4	of 30-3-38	R. 40 N.(ii)
300	R/D4	of 13-4-38	R. 39 N. (v)
1409	LC/D4	of 4-5-38	R. 14 N. (xi)
335	R/D4	of 4-5-38	R. 9 N. (iii)
778	L/D4	of 6-5-38	R. 14 N.(vii)
1398	LC/D4	of 6-5-38	R. 3 N. (i)
1413	1/LC	of 10-5-38	R. 6 N. (iii)
517	R/D4	of 4-6-38	R. 6 N. (i)
1628	LC/D4	of 7-6-38	R. 6 N.(ii)(g)
549	R/D4	of 10-6-38	R. 14 N. (iv)

553	R/D4	of 11-6-38	R. 8 N. (i)
554	R/D4	of 15-6-38	R. 5 N. (i)
190	B/D4	of 17-6-38	R. 40 N. (i)
1993	LC/D4	of 8-7-38	R. 27 N. (i)
618	R/D4	of 8-7-38	R. 43 N. (i)
768	R/D4	of 11-7-38	R. 11 N. (i)
2300	LC/D4	of 9-8-38	R. 3 N. (i)
476	A/D4	of 20-8-38	R. 2 N. (ii)
1459	LD4	of 23-8-38	R. 3 N. (vi)
974	R/D4	of 2-9-38	R. 9 N. (i)
974	R/2/D4	of 2-9-38	R. 9 N. (ii)
1020	R/D4	of 6-9-38	R. 13 N. (i)
955	R/D4	of 8-9-38	R. 27 N. (i)
2853	LC/D4	of 10-9-38	R. 3 N. (i)
3100	LC/D4	of 21-9-38	R. 14 N. (v)(c)
335	R/D4	of 27-9-38	R. 15 N. (i)
1124	R/D4	of 27-9-38	R. 18 N. (i)
1126	R/D4	of 28-9-38	R. 10 N. (ii)
1214	R/D4	of 25-10-38	R. 19 N. (i)
118	R/D4	of 10-2-39	R. 21 N. (ii)
118	R/2/D4	of 10-2-39	R. 22 N. (i)
178	R/D4	of 20-2-39	R. 24 N. (i)
400	R/D4	of 6-6-39	R. 26 N. (viii)

605	R/D4	of 10-6-39	R. 33 N. (i)
2040	LC/D4	of 16-6-39	R. 28 N. (v)
769	R/D4	of 21-7-39	R. 23 N. (i)
781	R/D4	of 22-8-39	R. 13 N. (v)
999	R/D4	of 21-9-39	R. 13 N. (v)
1115	R/D4	of 13-10-39	R. 9 N. (i)
1296	R/D4	of 25-11-39	R. 9 N. (i)
390	LC/D4	of 31-1-40	R. 14 N. (v)
1029	LC/2/D4	of 9-4-40	R. 3 N. (v)
1256	LC/D4	of 11-4-40	R. 9 N. (i)
3733	LC/3/D4	of 17-4-40	R. 3 N. (iii)
1282	KC/D4	of 17-4-40	R. 3 N. (v)
1372	LC/D4	of 16-5-40	R. 26 N. (iii)
13	SC/D4	of 19-6-40	R. 14 N. (viii)
2095	LC/D4	of 19-10-40	R. 14 N. (v)
4459	L/D4	of 20-12-40	R. 43 N. (ii)
4541	D4	of 28-4-41	R. 26 N. (vi)
5614	D4	of 4-6-41	R. 28 N. (viii)
7479	D4	of 19-7-41	R. 41 N. (vi)
11880	1/D4	of 1-11-41	R. 43 N. (vi)
12598	D4	of 14-11-41	R. 9 N. iv)
73	L/D4	of 7-1-42	R. 14 N. xi)
12117	/D4	of 8-1-42	R. 28 N. (ix)

909	L/D4	of 5-3-42	R. 26 N. (vii)
1283	L/D4	of 12-3-42	R. 9 N. (iv)
3595	L/D4	of 15-5-42	R. 41 N. (v)
3534	G/D4	of 29-5-42	R. 42
6755	L/C/L	of 7-10-42	R. 33 N. (v)
9514	L/C/L	of 23-12-12	R. 9 N. (iv)
1325	L/C/L	of 20-2-43	R. 9 N. (iv)
1332	L/C/L	of 23-2-43	R. 6 N. (i)
884	2/C/L	of 4-2-43	R. 6 N. (i)
	40/1/L/CL43	of 16-8-43	R. 3 N. (iii)
18/131/L/C&L/44		of 21-8-44	R. 28 N. (x)

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 British India, including British Baluchistan.

(i) The commentary of the Cantonment Land Administration Rules, 1937 is intended to be primarily and essentially a guide to the interpretation of those Rules, the notes supplement but in no way override, the provisions of the statutory rules. They are endorsed by the Government of India and will be acted upon accordingly.

(ii) The salient features of the Cantonment Land Administration Rules are as follows:-

(a) They seek to secure all possible military requirements and to prevent encroachment on Government rights, by providing a detailed procedure for the management of all cantonment lands based upon a scientific classification and a complete record of every piece of land in a cantonment.

(b) They are designed to safeguard the financial interests of the Government of India—and incidentally of Cantonment Funds—by ensuring that whenever land is disposed of in future to private persons or associations it shall be leased on terms which will secure an adequate return to the lessor and adequate security of tenure to the lessee.

(c) They have been deliberately so framed as to secure for the military authorities, with the generous consent of the Provincial Governments, the benefit of the advice of the local civil authorities and relief, so far as possible, from administrative duties of a non-military character.

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) "bazaar" means any area declared under section 43A of the Act to be a bazaar area, and includes any other area which the Central Government may, by notification in the official Gazette, declare to be a bazaar for the purposes of these Rules;**
- (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.**

(i) Words and expressions not defined in rule 2 bear the meaning attached to them in the Cantonments Act,1924, or in the General Clauses Act. For example, "person" includes an association of persons, and "Collector" includes a Deputy Commissioner.

(ii) The powers conferred in all notifications and orders issued or made under the Cantonments Act,1924, or the rules made thereunder on the Officers Commanding in Chief, Northern, Eastern and Southern Commands and the Commander, Western (Independent) District, are exercisable by the Officer Commanding in Chief the Command or the Army concerned in respect of the area under his jurisdiction by virtue of Defence Department notification No.54 dated the 22nd August 1942.

(iii) BAZAARS. The areas in cantonments which have been declared by notification under section 43A of the Cantonments Act, to be bazaar areas are shown in Defence Department notifications as follows:-

Agra	...	No.898 dated the 27th November 1937.
Ahmednagar	...	Schedule XVII, No. 385 dated the 22nd May 1937 and No. 555 dated the 17th July 1937.
Allahabad	...	Schedule I, No. 441 dated the 5th June 1937 and No. 331 dated the 9th April 1938.
Ambala	...	Schedule I, No.385 dated the 22nd May 1937, No.395 dated the 28th February 1942, No. 128 dated the 10th October 1942 and No. 33 dated the 16th January, 1943.
Bareilly	...	Schedule XI, No.385 dated the 22nd May, 1937
Barrackpore	...	Schedule XII, No. 385 dated the 22nd May 1937 and No. 901 dated the 27th November 1937.
Belgum	...	Schedule XVIII, No.385 dated the 22nd May 1937.
Benaras	...	Schedule II, No. 441 dated the 5th June 1937.
Cawnpore	...	Schedule XIII, No.385 dated the 22nd May 1937 and No. 481 dated the 19th June 1937.
Delhi	...	No. 725 dated the 25th September 1937.
Deoluli	...	Schedule XIX, No.385 dated the 22nd May 1937.
Dinapore	...	Schedule III, No.441 dated the 5th June 1937

and No.901 dated the 27th November 1937.

Ferozepore	...	Schedule II, No.385 dated the 22nd May 1937.
Fyzabad	...	No.607 dated the 24th July 1937.
Hyderabad (Sind)	...	Schedule X, No.385 dated the 22nd May 1937.
Jhansi	...	No.913 dated the 7th June 1941.
Jubbulpore	...	Schedule XX, No. 385 dated the 22nd May 1937.
Jullundur	...	Schedule III, No. 385 dated the 22nd May 1937
Kamptee	...	Schedule XXI, No.385 dated 22nd May 1937.
Kasauli	...	No. 223 dated the 12th March,1938.
Kirkee	...	Schedule XXII, No. 385 dated the 22nd May,1937.
Lahore	...	Schedule IV, No.385 dated 22nd May 1937.
Lansdowne	...	Schedule XIV, No.385 dated the 22nd May 1937 and No. 901 dated the 27th November 1937.
Lucknow	...	Schedule XV, No. 385 dated 22nd May 1937 and No.568 dated the 24th July 1937.
Meerut	...	No. 726 dated the 25th September 1937.
Mhow	...	Political Department notification No.114-I-B dated the 19th May 1938.
Multan	...	Schedule V, No.385 dated the 22nd May 1937.
Nasirabad	...	Schedule V, No. 441 dated the 5th June 1937.
Nowshera	...	Schedule VI, No.385 dated the 22nd May 1937.

Pachmarhi	...	Schedule XXIII, No. 385 dated 22nd May 1937.
Peshawar	...	Schedule VII, No. 385 dated 22nd May 1937.
Poona	...	Schedule XXIV, No. 385 dated 22nd May 1937.
Ranikhet	...	Schedule IV, No. 411 dated the 5th June 1937.
Rawalpindi	...	Schedule VIII, No. 385 dated 22nd May 1937.
St Thomas Mount	...	Schedule XXV, No. 385 dated 22nd May 1937.
Saugor	...	Schedule XXVI, No. 385 dated 22nd May 1937.
Shillong	...	Schedule VVI, No. 385 dated 22nd May 1937.
Sialkot	...	No. 1053 dated the 12th June 1042.

(iv) **BAZAARS.** Other areas which have been declared, by notification under rule 2(b), to be bazaars for the purposes of the Cantonment Land Administration Rules are shown in Defence Department notifications as follows:--

Abbottabad	...	Area defined in No. 454 dated the 22nd March 1941.
Ahmedabad	...	Area defined in Annexure VII, No.962 dated the 29th June 1940.
Ahmednagar	...	Survey Nos.44 and 02 (No.962 dated the 29th June1940).
Allahabad	...	Survey Nos.27, 283,289 and 291-296 (Now Cantt) 91-94 (old Cantt) 17-31 (For Cantt) (No.962 dated the 29th June 1940).
Amritsar	...	Survey No.47 (No.962 dated the 29th June 1940).

Bakloh	...	Survey Nos. 24 and 218 (No.962 dated the 29th June 1940).
Bareilly	...	Survey Nos. 46 and 132 (No.962 dated the 29th June 1940).
Benaras	...	Area defined in Annexure III, No.962 dated the 29th June 1940.
Campbellpur	...	Survey No.2 and 184. (No.962 dated the 29th June 1940).
Cannanore	...	Area defined in Annexure VIII, No.962 dated the 29th June 1940.
Cawnpore	...	Survey Nos.88, 98, 176, 201, 206, 234, 258, 268, 730 and 752 (No.962 dated the 29th June 1940).
Chakrata	...	Survey Nos. 142 and 246 (No.962 dated the 29th June 1940).
Cherat	...	Survey No. 60 (No.962 dated the 29th June 1940).
Dagshai	...	Survey Nos. 82, 124, 137, 157 and 185. (No.962 dated the 29th June 1940).
Dalhousie	...	Area defined in Annexure I, No.962 dated the 29th June 1940.
Dinapore	...	Survey Nos. 141, 241, 275 and 290 (No.962 dated the 29th June 1940).
Drig Road	...	Survey No.262 (Nos. 962 dated the 29th June

			1940 and 1 dated the 2nd January 1943).
Fategarh	...	Survey Nos. 3, 59, 113, 168 and 186 (No.962	dated the 29th June 1940).
Ferozapore	...	Survey Nos. 267 and 392 (No.962 dated the	29th June 1940).
Fyzabad	...	Survey Nos. 22 and 327 (No.962 dated the	29th June 1940).
Hyderabad (Sind)	...	Survey Nos.91, 99, 120 and 145 (No.962	dated the 29th June 1940).
Jalalpahar	...	Survey Nos. 30 and 32 (No.962 dated the 29th	June 1940).
Jhansi	...	Survey Nos. 380 and 528 (No.962 dated the	29th June 1940).
Jubbulpore	...	Survey Nos. 136 , 324 and 380 (No.962 dated	the 29th June 1940).
Jutogh	...	Survey No.74 (No.962 dated the 29th June	1940).
Eamptee	...	Survey Nos. 25 and 357 (No.962 dated the	29th June 1940).
Kirkee	...	Survey Nos. 20, 281, 281A (No.962 dated	29th June 1940).
Kohat	...	Area defined in Annexure II, No. 962 dated the	

the

29th June 1940 as amended by No.234 dated the 8th February 1941.

Lahore	...	Survey Nos.45 (No.962 dated the 29th June 1940).
Landour	...	Landour bazaar, surbey Nos.87, 88, 98/1-10 and 104, Dhobi Ghat, Survey Nos.159/1/-36, 160, 160/36 and area defined in Annexure IV, No.962 dated the 29th June 1940.
Lansdowne	...	Survey Nos.79, 170, 252, 270 and 271 (No.962 dated the 29th June 1940).
Lebong	...	Survey Nos. 46 and 84 (No.962 dated the 29th June 1940).
Lucknow	...	Survey Nos. 11, 280, 339 and 466 (No.962 dated the 29th June 1940 and 29dated the 4th Jan.41).
Manora	...	Survey No.14 (No.962 dated the 29th June 1940).
Mardan	...	Survey Nos. 72, 76-82, 92-95, 97, 98, 100, 102, 104 (No.962 dated the 29th June 1940 and 1246 dated the 17the August 1940).
Multan	...	Survey No.190 excluding Plots 2 and 3 thereof. (Nos.962 dated the 29th June 1940 and 2029 dated the 6th December 1941).
Murree Galis	...	Kyra Gali Survey No. 10 Bara Gali Survey No.28 Kala bagh, Survey No.41 Changla Gali, Survey No.57 (No. 298 dated the 14th February 1942).

Muttra	...	Survey Nos. 31, 61, 71 and 63 excluding Nos. 63/13, 14, 26, 27, 28 and 35 (No.962 dated the 29th June 1940).
Naini Tal	...	Area defined in Annexure V, No.962 dated the 29th June 1940.
Poona	...	Survey Nos. 89 and 779 and area defined in Annexure IX, No.962 dated the 29th June 1940.
Ranikhet	...	Survey Nos. 149 and 328 (No.962 dated the 29th June 1940).
Rawalpindi	...	Survey Nos. 65, 513 and 602 (No.962 dated the 29th June 1940).
Risalpur	...	Survey Nos. 236/1-45 (No.8 dated the 2nd January 1943).
Roorkee	...	Survey No. 61 and parts of Survey Nos.83/7, 83/8 and 83/9 vide schedule of boundaries as defined in Annexure VI, No. 962 dated the 29th June 1940.
St. Thomas Mount	...	Survey Nos. 14-161, 231, 238, 256, 257, 278 and 325-330 (No.962 dated the 29th June 1940).
Saugor	...	Survey Nos.7, 19, 45, 227 and 234 (No.962 dated the 29th June 1940).
Shahjahanpur	...	Survey Nos. 79 and 85 (No.962 dated the 29th June 1940).
Sialkot	...	Survey Nos. 64, /332 and 411 (No.962 dated

the 29th June 1940).

Subathu ... Survey Nos. 82 and 93 (No.962 dated the 29th June 1940).

Wellington ... Survey Nos. 36, 86, 207, 287, 288, 293, 294, 295, 296, 297, 456 and 457 (No.962 dated the 29th June 1940).

(V) MILITARY ESTATES OFFICERS. Military Estates Officers appointed under rule 2(e) are the agents of the Government of India for the administration of certain lands the property of that Government, and perform the functions prescribed by these rules and the rules for the Acquisition, Custody and Relinquishment of lands (hereinafter referred to as the A.C.R. Rules). They hold a position of official independence from the Military Authorities and are also officially independent of the Cantonment Boards and are subject to the orders of the Government of India alone. Official correspondence between the Military Estates Officer and the Government of India and vice versa will be carried on through the Deputy Directors and the Director, Military Lands and Cantonments, and not through the Military Authorities.

Military Estates Officers will not be appointed as members of Station Boards. In certain cases, information may be required from them before the recommendations of a Station Board are made, and in most case they will be required to take action when the recommendations have been approved, but Station Boards themselves are purely military and advisory in character.

Such information as is required should, therefore, be obtained independently from the Military Estates Officers.

34724/1/A.D dated 12th August 1927

CHAPTER II

CLASSIFICATIONS 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 land in the Cantonment—

- (a) inside bazaars, and**
- (b) outside bazaars.**

(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.

(i) *Preparation and Maintenance of the General Land register.*

(a) The Register should be divide into as many volumes of convenient size as may be necessary and one page should be allotted to each survey number.

(b) When a mutation is entered in column 1 of the register, received entries consequent on the mutation will be entered on the same line in columns 4 to 13.

(c) A new page will be opened for every new survey number which is formed consequent on a mutation.

(d) If a mutation entered in column 1 leads to the formation of new survey number, the new survey number allotted will be shown in column 2 and the volume and page of the register in which it is entered will be shown in column 3. The new survey number or subdivision of existing survey number caused by the mutation will be entered on the General Land Register map.

975-LC/D4 dated 23rd March, 1938.

2300-LC/D4 dated 9th August, 1938.

(e) The sanction for the addition or alteration to the entries in the register which may be accorded by the Central Government, or by such other authority as the Central Government may appoint under sub-rule (2) of rule 3 shall be recorded in column 1 of the register.

2853-LC/D4 dated 10th September, 1938.

1398-LC/D4 dated 6th May, 1938.

(f) Every piece of land which is in separate occupation or use of any kind shall be given a separate survey number in the register. Where a military holding is spread over large areas, each of which is separated by a well defined boundary, each portion should receive a separate number; roads which traverse a holding Andover which the public has a right of way should be excluded from the holding "Separate survey number" includes Survey numbers as well as subsidiary survey numbers. In the case of mutations the plot should be described by subsidiary survey numbers.

(g) All roads maintained by one authority will be given one number in the register, similarly all vacant land in bazaar areas should be given one number.

(h) Drains and roadside plots need not be demarcated separately on the plan. A note should be made in the remarks column of the register against each Military Engineer Services road that the trees etc., on the

sides of such roads are the properties of the Cantonment Board and that the land occupied by them is Class "C" land.

(i) The entries in columns 7 and 8 in respect of protected monuments should be "Department of Education, Health and Lands (Archaeological Department)" and "Department of Education, Health and Lands".

(j) Private lands should be given a survey number and the area entered in column 4. The entries in column 6, 7, 8, 9 and 10 will be "private".

(k) District Board and Municipal Board buildings will be entered in columns 7, 8 and 9 as District Board or Municipality as the case may be. Column 6 will be left blank, while the entry in column 10 will be "Proprietary".

(l) For Class "A" (1) land, the entry in column 7 will be the Department of the Army in whom the administrative control vests under rule 14 (1) and not the Military Estates Officer to whom the management may have been entrusted for certain purposes under rule 9 (1).

(m) For religious buildings and tombs not held on leases in Unit lines, the entries in columns 7, 9 and 10 will be "Military Estates Officer", "not in occupation" and "old grant" respectively. The sites occupied by such buildings should be classified as B(3).

(n) The particulars of agricultural land leased for a period not exceeding four years should not be entered in the register, but should be shown as "held on annual (2,3 or 4 years) agricultural lease". An entry under the head "Mutations" will only be required when the occupied land becomes vacant.

(ii) Custody of the General Land Register.

The Registers and maps shall be in the personal control of the Military Estates Officer who, in regard to land entrusted to his management, shall also have under his personal control all other registers, duplicates or counterparts of leases and title deals prescribed under these rules and shall properly safeguard them against loss by fire or otherwise.

975-LC/D4 dated 23rd March, 1938

Delegation of Powers to sanction ---crations in the General Land Registers.

The Government of India have, by Defence Department letters No.3733-August 1943, authorized the Officer Commanding in Chief, the Commands, to sanction amendments in the General Land Register as under:-

LC/3/D4 of 17th April,1940, and No. 40/1/L/C and L/43 dated 16th .

(a) Areas in Col. 4 which are reported by the Civil States Officer to have been incorrectly entered.

(b) Amendments necessitated by the exercise by the Officer Commanding in Chief of powers delegated to him under Defence Department letter No.400/D4 of 6th June 1939 (see note (ii) to Rule 26).

(c) Amendments consequent in the discovery of an omission or erroneous entry in the Register.

(iv) Inspection and Supply of Extracts of the General Land Register.

The General Land Register is a public document within the meaning of section 74, Indian Evidence Act,1872, as being the record of acts of a public officer, namely the Military Estates Officer on whom is cast the duty of preparing and maintaining the register. There is no statutory right in the public to inspect

public documents as such. "When the right to inspect or take a copy is expressly conferred by statute the limit of the right depends on the true construction of the statute. When the right to inspect or take a copy is not expressly conferred, the extent of such right depends on the interest which the applicant has in what he wants to copy and in what is reasonably necessary for the protection of such interest (Woodroffe and Amir Ali's Evidence Act. Page 574).

975 LC/D4 dated 23rd March,1938

It is for the Military Estates officer to pass orders on applications for copies or for permission to inspect the General Land Register in respect of land outside the bazaar areas. Under rule 45, it is the duty of the Cantonment Board to maintain the General Land Registers in respect of land inside bazaars and orders on similar applications in respect of land in bazaar areas will be passed by the Board.

100 R/AD\$ dated 19th April,1933.

There is no objection to the supply of extracts from General Land Registers relating to private properties to private individuals on payment of copying fees and to the Military Estates Officer consulting the Board in a case in which the Cantonment is interested. The military Estates Officer is not, however, required to give any opinion on land matters connected with the General Land Register to the Cantonment Board.

908-AD4 dated 29th April,1920

(v) *Submission of Extracts from the General Land Register to Government*

All proposal relating to land should be accompanied by relevant extracts from the General Land Register and plan duly certified by the Military Estates Officer. Relevant extracts from General Land Registers maintained by Cantonment Boards are to be certified by the Executive Officer.

When sanction is being asked for an alteration in the existing entries or for making any entry in the remarks column of the register under tracts in Form 2A are to be submitted in duplicate with all entries under the column "Proposed entries" completed as they will be entered in the register.

975-LC/D4 dated 23rd March,1938.

1282-LC/D4 dated 17th April,1940.

1029-LC/2/D4 dated 9th April,1940.

(vi) Need for Arrangements to Ensure that the Rights of Government in Cantonment Lands are not Adversely Affected by Lucorrect Entries in the Civil Land Records.

In order to avoid wrong entries being made in civil land record, Military Estates Officers should, in so far as military lands in the United Provinces are concerned:-

(a) Find out from the Tehsildar when the Patwari is to make his inspection.

(b) Send his representative to accompany the Patwari. The records can then be prepared conjointly.

(c) File a case under section 33 of the United Provinces land Revenue Act for the correction of the Government Records if there is any dispute and the Military Estates Officer considers that the Patwari's entries are wrong.

In Provinces other than the United Provinces the Military Estates Officer should keep in touch with the record of right proceedings and take the necessary steps as provided by the statute for the protection of the interests of Government. He should enquire from the Collector or Deputy Commissioner of the District the relevant section under which to bring these cases.

1459-L/D4 dated 23rd August,1938

4. Classification of land—For the purpose of the General Land Register prescribed by rule 3—

(a) land in the cantonment which is vested in the Crown 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 to 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*.

(i) Land in Cantonments must fall into one or other of three main categories, namely:-

(1) Land which "is vested in His Majesty". (Classes "A and "B").

(2) Land which "is vested in the Cantonment Board." (Class "C").

(3) Land which falls into neither of the first two categories.

(ii) Land in category (1) may be either:-

- (a) **Class "A" (1) land, that is land in the active occupation of the Army.**
- (b) **Class "A" (2) land, that is land which for specific military reasons must be kept vacant and must not be built over.**
- (c) **Class "B" land, that is land which, though not actively occupied by the Army nor reserved against building, yet must be retained in the cantonment by the Government of India, because the cantonment is primarily a place of residence for troops and it is the duty of the Government of India, in the interests of the troops and of the civil population which is essential to the welfare of the troops, both to provide them with amenities such as postal, telegraphic and railway communications, rest houses, bungalows, shops, places of amusement, open spaces, agricultural produce and so forth; and also to keep in their hands a sufficient area to meet all possible future requirements that may arise in the course of the efficient discharge of their duties in respect of Army administration.**
- (iii) **Land in category (2) is land which, in the works of the Act, is required for "local public purposes" of a municipal nature, such as streets, markets, hospitals, rubbish depots and so forth.**
- (iv) **Land in category (3) is private land over which neither the Government nor the Cantonment Board possess any proprietary rights.**

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 the 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, these 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 mean recreation grounds the management and control of which vest exclusively in members of the military forces.

(i) Military Recreation Grounds.

(a) The definition of military recreation grounds has been deliberately framed with some strictness in order to secure the correct classification of Class "A" land and to put an end to the ambiguous position which many such grounds have occupied in the past. Recreation grounds which are not strictly reserved for the use of the troops alone, but which are also open to the civil members of the community, cannot properly be placed in Class "A". A race course for instance, cannot under the definition be included in Class "A" land unless not only all the officials in whom management of the club vests are members of the Army, but also the rules of the club provide that they must be so. Where areas of land are used for the general recreation of the community or for the members, whether civil or military, of a particular club, and it is desired to retain the land

for this purpose, the only correct course is for the club or other body which maintains the ground to take out a regular lease for it from the Military Estates Officer

554-R/D4 dated 15th June,1938.

(b) RECREATION GROUNDS IN ORDNANCE FACTORIES AND ARSENALS. Recreation grounds in Ordnance and Clothing Factories, Arsenals and Ordnance Depot estates, situated in cantonments for the employees of Ordnance establishments shall be regarded as military recreation grounds on the condition that the management and ---- exclusively in the military and civilian employees of the Ordnance establishment concerned.

554-R/D4 dated 15th June,1938.

(c) TENNIS COURTS IN UNIT LINES. Sites used for tennis courts in Unit lines need not be separately classified either as Class A(2) land or as Military recreation grounds unless they are constructed of concrete or have some erection in the way of a shelter constructed upon them. Such sites should continue to be treated as part of the barrack area during the period they are in use as tennis courts.

243 R/1/D4 dated 6th April,1937.

(ii) *The following lands should be classified as Class "A".*

(a) QUARRIES. Quarries under the management of the Military Engineer Services are Class A(1).

554-R/D4 dated 15th June,1938.

(b) ROAD MARGINS. Road margins should be vested in the cantonment board and classified as Class "C". Only the metalled surface, berms and side drains of roads over which the public has a right of way and which are maintained by the Military Engineer Services should be included in Class A(1) land.

The Boards are responsible for planting trees, maintaining rides, footpaths and ornamental gardens on the sides of class "A" roads.

554-R/D4 dated 15th June,1938.

(c) APPROACH ROADS. The classification of lands comprising approach roads and entrance paths leading from roads to the boundaries of private buildings should follow the classification of the roads on which they lie.

36070/1/AD dated 6th Jan,1928.

(d) WELLS. Wells situated on other than class "A" land and which are shown in the books of the Military Engineer Services are being military property should be treated as Class A(1). Wells on Class A(1) land should be classified separately as Class A(1).

554-R/D4 dated 15th June,1938.

(e) OUTLYING PORTIONS OF RIFLE RANGES. Outlying portions of rifle ranges, etc. which are not actually used by the Army, but to the use of which for any other purpose, except a purely temporary one, there exist specific military objections, should be classified as Class A(2) so long as these plots are not actually used or occupied by any department of the Army.

554-R/D4 dated 15th June,1938.

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 War Department in the administration of Ecclesiastical affairs, including European cemeteries, or by any Department of the Central Government other than the War or the Defence Department or by a Railway Administration;

(ii) Class "B" (2) Land, which is actually occupied or used by, or is under the control of, any Department of a Provincial 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 of 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.

(i) Class B(1) Land, Churches and Cemeteries.

Although churches and cemeteries provided by Government are not exclusively intended for the service of the defence forces but are also provided for other European British born subjects in the service of Government, they are under the administrative control of the War Department and should be classified B(1).

If the land on which a Church is standing is leased it would be classified as B(3).

517R/D4, dated 4th June, 1938.

884/2/C and L, dated 4th February, 1943.

36421/1/AD dated 9th April, 1928.

(ii) Class B(2) Land, Agricultural Land.

Agricultural land which pays land revenue to a Provincial Government, as for instance in some of the Madras Cantonments, is under the control of a Provincial Government and should be placed in class B(2).

Land which is leased to a Provincial Government should be classified B(2). The procedure for leasing such land will be that prescribed in these rules for private individuals except that the leases will not be put to auction but will be granted by private treaty.

517R/D4, dated 4th June, 1938.

(iii) Classes B(3) and B(4).

(a) QUARRIES. Quarries which have been granted to private persons in the manner described in clause (iii) of this rule should be classified as Class B(3) land. Other quarries which have not been specifically vested in the Cantonment Board and which are not under the control of the Military Engineer Services should be classified as Class B(4).

517R/D4, dated 4th June, 1938.

(b) RETAINING WALLS IN HILL CANTONMENTS. In hill cantonments, the land on which retaining walls have been constructed should be classified as Class B(3) and if they constitute an encroachment, the position should be regularized by the execution of an agreement in the following form:-

"I/We _____ owner(s) of house(s) No. _____ Cantonment,
do hereby declare that I/We shall have no claim or title on the land as specified
in the schedule below, occupied by me/us for building a retaining wall to the
house(s) No. _____

I/We further declare that the said land and the retaining wall shall
continue to vest in the Cantonment Board though I/We shall remain responsible for

Government

the repair and maintenance of the said wall and I/We shall indemnify the
Cantonment Board against any loss or damage which may be caused to them or which

Government

they may become liable to pay by reason of the collapse of the said wall or
otherwise however.

This declaration binds my/our heirs, successors and future alienees.

Schedule.

Witness _____
owner(s) _____

Signature _____ of

Witness _____

517R/D4, dated 4th June, 1938.

1413/1/LC. Dated 10th May, 1938.

_____ Cantonment. Dated 19

(c) NULLAHS AND DRAINS. Nullahs and drains in hill cantonments
will follow the classification of the land through which they pass if this is Class
A land. They will be classified as B(4) land as soon as they emerge from Class
"A" land. Big nullahs usually kept clean by the Cantonment Board may be vested
in the Board and classified as "C".

517R/D4, dated 4th June,1938.

(d) **FOREST AREAS.** Forest areas should be classified as B(4).

(e) **COMMUNAL GRAVEYARDS AND SACRED TANKS.** Communal graveyards and sacred tanks in military areas to which the public has a right of access should be classified as B(4). A Suitable strip of land should be excluded from Class "A" land to provide for a communication between the graveyard or tank and the public road.

517R/D4, dated 4th June,1938.

(f) **BAZAARS IN MILITARY LINES.** The land comprising bazaars within military lines which are not the property of the Cantonment Board, and private buildings in Unit lines which are held on lease under the Cantonment Code of 1899 or 1912 but which are surrounded by Class A land should be classified as Class B(3).

554-R/D4 dated 15th June,1938.

(g) **TEMPORARY OCCUPATION.** Land occupied temporarily under rule 39 should be classified as Class B (4).

1794-A.D.4. dated 7th Nov. 1929.

(h) **RELIGIOUS BUILDINGS IN MILITARY LINES.** Land occupied by religious buildings in Unit lines should be classified as Class B(4) as the buildings in question, being of a permanent nature could not be erected on class A(2) land. See not (g) to Rule 13.

1628LC/D4, dated 7th June, 1938.

7. **Transfer of land from one class to another—No alteration in the classification of land which is vested in the Crown 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.

(i) At the outset it is necessary to make some distinction between "occupied" and "unoccupied" land and buildings. In practice the distinction may not be of first-rate importance, because land and buildings that are occupied will not ordinarily be transferred from one Class to another until the original occupant agrees to the transferor has ceased to require them, and in that case they may be regarded, theoretically at any rate, as falling into the class of unoccupied land and buildings at the moment before their transfer. It is necessary, however, to contemplate the exceptional case where an individual or a Government Department or a Railway Administration is in occupation of particular piece of land and is unwilling to surrender it, but yet where its transfer is decided by higher authority to be essential in the general interests. This is particularly important where the Department which wishes to secure the land is the Defence Department, because in a cantonment the requirements of the Army must obviously be paramount and supersede all other claims.

(ii) The general principles to be observed in such compulsory transfers are:-

(1) That the transfer must receive full compensation for the loss of such rights in the land as he possesses, including the cost of replacing any buildings, if such replacement is necessary, and an allowance to cover the inconvenience and trouble involved in a compulsory transaction, and

(2) the amount of compensation must be determined either by mutual agreement or under the provisions of a particular law or rule.

(iii) A series of illustrations will make the position clear:-

- (a) A lessee under these rules cannot be disposed during the currency of his lease, except for a breach of his covenant or by striking a bargain with him, or by acquiring his rights under the provisions of the Land Acquisition Act.**
- (b) A lessee under a Cantonment Code lease can be dispossessed in accordance with the terms of the lease which contains a resumption clause in favour of the Government.**
- (c) The occupant of land under an old grant can be dispossessed in accordance with the terms of that grant, if available. If no document is forthcoming, the procedure must be a matter for consideration in each case in the light of the evidence available and of the various rules and executive orders in force at the time of the grant, if that can be ascertained. Compensation should never be paid for the land itself as a matter of right, but only for the buildings on the land at their present market value.**
- (d) The Government of India cannot be dispossessed of land which vests in it under the provisions of Section 172 of the Government of India Act, 1935, that is, all land which immediately before the 1st April, 1937 was held by the Defence Department and was then being used otherwise than under a tenancy agreement between the Governor General in Council and the Government of a Province for purposes of the Government of India in the Defence Department; and all land situate in a Province which though not actually thus used, was intended or formerly intended to be so used and which has been certified by the Governor General in Council to have been retained for future use for the purpose of mere advantageous disposal by sale or otherwise. It also cannot be dispossessed of any land which may be acquired or purchased on behalf of any Department of the Army or on behalf of the Royal Indian Navy or the Air Force in India. On the other hand, under Section 127 of the Government of India Act, 1935, the Federation, or until such time as the federation is established, the Government of India may, if it deems it necessary to acquire any land situate in a Province for any purpose connected with the Defence Department, require the Province to acquire the land on behalf, and at the expense of the Government of India, or if the land belongs to the Province, to transfer it to the Government of India on such terms as may be agreed on, in default of agreement, as may be determined by an arbitrator appointed by the Chief Justice in India.**

- (e) **A Railway Administration can only be dispossessed of land, and can only acquire land which is already under some other form of occupation, on the basis of an ordinary commercial transaction, that is to say on receipt or payment, as the case may be, of the full market value calculated on the basis of the amount that a private owner would receive or pay.**
- (f) **A Cantonment Board can acquire occupied land under section 109 or 110 of the Cantonments Act. The acquisition and disposal of lands which vest in a Cantonment Board are subject to the provisions of the Cantonment Property Rules framed under section 111 of the Act, under which the Government of India reserve the right to resume possession of any such land if it is not used for the purpose for which it was granted by the Government to the Cantonment Board, or if there has been any other breach of the conditions on which it was originally vested in the Cantonment Board but, subject to these rules, the tenure of Cantonment Boards in land which is vested in them by the Act is secure and cannot be disturbed.**
- (iv) **All remaining transfers of land will be dealt with in accordance with one or other of the provisions detailed below;**

(1) *Transfer of unoccupied land to Class "A" or Class "B" (1)*—When any land in Class "B" (4) is required by the military authorities or by any Department of the Government of India other than the Defence Department, it shall be transferred to Class "A" or Class "B"(1), as the case may be; provided that (a) in every case the military authorities shall be deemed to possess a prior claim to that of any other applicant for the land; (b) if the land is transferred from the Defence Department to any other Department of the Government of India other than the Railway Department, the amount to be paid to the Defence Department will be, and (c) if the land required has been entrusted to the management of the Cantonment Board under rule 9, it shall be given an opportunity of expressing its opinion on the proposed transfer and any objections it may have to offer shall be taken into consideration.

- (a) **half the market value when the land is borne in the books at no value.**

- (b) **Book Value or market Value, whichever is less, subject to a minimum of half the market Value, where the land is valued in the books.**

In the case of transfer of landing grounds in army or R.A.F. charge to the Civil Aviation Department the above will be the basis of settlement but every case will be treated on merits, and the amount of compensation to be paid to Defence Department will be settled by negotiations between the two Departments and in no case will the compensation exceed that which would be payable under the arrangement prescribed above.

“It need not be a condition precedent to the withdrawal of land from a Cantonment Board (i.e. from the management of a Cantonment Board) that any other land should be handed over to it in exchange; nor will a Cantonment Board be considered to have any valid objection to the transfer on the ground that it will lose income hereby. If, however, by reason of the transfer, the income of the Cantonment Board falls to a point where it is unable to maintain the prescribed balance of 10 per cent of its expenditure, the question of financial relief may be made the subject of a separate communication”.

(2) Transfer of unoccupied land from Class "A" or Class "B" (1)—When any land in Class "A" is no longer required by the military authorities to be retained in that Class or when any land in Class "B" (1) is no longer required by the Department of the Government of India which has been using or occupying it, it may be transferred to any of the divisions of Class "B", except Class "B" (3) that the Government of India may think fit; provided that the land to be transferred is class (v) (1) the transfer shall be carried out in accordance with principles in para (1) above.

Note—An exception is made with regard to transfers of land to Class "B" (3) because, such transfers must always be effected under the provisions of the Cantonment Land Administration Rules.

- (3) Transfer of unoccupied land to class "B(2).**

The Government of India will be the sole judges whether they wish to retain any particular land or not. Should any land in class B(4) be required by a

Provincial Government and the Government of India agree to transfer it, the amount payable will in all cases be its market value at the date of transfer.

If the transfer is to be temporarily by lease, the procedure will be as that prescribed in these Rules for private individuals except that the leases will not be put to auction but will be granted by private treaties. If the Provincial Government requiring the land on same lines on their behalf will apply for the lease of the land in the usual manner on the prescribed form to the Military Estates Officer or Cantonment Board concerned who will dispose of the application in accordance with the Cantonment Land Administration Rules.

Transfers of land from the Central to Provincial Governments are to be carried out by means of a conveyance in writing in the form prescribed below.

Form of deed given under Purchase and Sale Instructions.

7087G/CIL dated 29th October, 1942.

783-R/D4 dated 25th October, 1937.

PROVISIONS OF POLICE SENTRY BOXES IN CANTONMENTS.

It is not desirable that small plots of land all over a Cantonment should be transferred to a Provincial Government for the construction of police Sentry boxes. To obviate the necessity of transferring such lands to a Provincial Government and at the same time to ensure that the provisions of sentry boxes should be made on a uniform basis throughout all cantonments, they should generally be provided by Boards for the use of the Police Department, and, as far as possible be of a moveable type. If, in any case, it is desired that the sentry boxes should be permanent structures, and it the land on which it is proposed to construct them is not Class "C" the sanction of the Central Government should be obtained to the re-classification of the land as Class "C".

(Authority:--No. 1001-LC/A/D4 of 17th May, 1935).

Note—When land is transferred to Class "B" (1) or (2), it will be seen that a certificate is no longer required, as it was in the past, to the effect that the military authorities have no objection to the transfer. The proper classification of land under rules 4 to 6 of the Cantonment Land Administration Rules renders such a procedure unnecessary. As a matter of practice, however, the Government of India will generally obtain the assurance of the local military authorities that they have no objection on military grounds before any "unoccupied land" is transferred to these Classes.

(4) Transfer of unoccupied land from Class "B" (2)—When any land which has been permanently transferred to Class "B" (2) is no longer required by the Provincial Government or Railway Administration, the Provincial Government or Railway Administration may dispose of it as they think fit; provide that they shall first offer the Government of India the option of taking it over payment of the full market value. When any land which has been temporarily transferred to Class "B" (2) is no longer required by the Provincial Government or Railway Administration it shall be resumable by the Government of India in accordance with the terms on which it was originally granted to the Provincial Government.

Note—It should be noticed that the transfer of land to a Provincial Government does not necessarily imply that the land need be excluded from the cantonment; but when large areas are so transferred and the change can be conveniently carried out; the question of exclusion should always be considered.

(5) Transfer of unoccupied land to Class "B"(3)—When any land in Class "B" (4) is required by a private person, its transfer to class "B"(3) shall be governed by the provisions of Chapter V. Cantonment Land Administration Rules, 1937.

(6) Transfer of unoccupied land from Class "B" (3)—When an land in Class "B" (3) is no longer required by a private person, it shall be resumable by the Government of India in accordance with the terms of any document in virtue of which the land is held; or, where there is no such document, after giving one month's notice in writing and on payment of the present value of the buildings, if any, erected thereon.

Note—Land in this class may be assumed to be no longer required when the buildings thereon have been allowed to fall into a ruinous state and no action has been taken by the owner to repair them after issue of notice under Section 126 of the Act. It will be the duty of the Cantonment Board or of the Military Estates Officer, as the case may be, to make proposals to the Government of India for the resumption of sites which fall into the above category; and where the land in question is under the management of the Cantonment board and a Profit may be anticipated by re-letting the site on commercial terms after resumption, the cost of resumption or such proportion thereof as the Government of India may decide to be reasonable in each case, may be deemed to be a legitimate charge on the Cantonment Fund.

(7) Transfer of unoccupied land to Class "C"—When any land in Class "B" (4) is required by the Cantonment Board for the purpose of the Act, it may be transferred to Class "C" and vested in the Cantonment Board either free of charge or upon such terms as the Government of India may decide in each case, having regard to the particular purpose to which the land is to be put. The general principle to be observed is that the transfer shall be free of charge only when the purpose to which the land is to be put is such that the Cantonment Board derives no income there from, but that in other cases the Cantonment Board shall make a reasonable payment for the land to the Government of India.

(8) Transfer of unoccupied land from Class "C"—When any land in Class "C" is no longer required by the Cantonment Board it shall, subject to the provisions of the Cantonment Property Rules, vest in His Majesty in accordance with the principle of section 6 of the Cantonments Act, and may be transferred by the Government of India to any division of Class "B", except Class "B"(3), that they may deem appropriate; provided that for any land which reverts in this manner to the Government of India the amount of compensation payable to the Cantonment Board shall not exceed the amount, if any, paid to the Government of India in the first instance for the grant of the land, together with the initial cost or the present value, whichever is less, of the buildings, if any, erected thereon.

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 the situation of the site, the nature of the soil, and the rates charged for adjacent agricultural land or for building sites in the neighborhood.

(i) The intension of this rule is that both buildings and agricultural land in the cantonment should be divided up into different survey numbers or groups of survey numbers and that an appropriate annual rent at so many rupees per acre or bigha for agricultural land, and so many rupees per 100 square feet or square yards for building sites, should be fixed for each survey number or group of survey numbers. The intervals at which the standard table of rents should be revised must depend on the rapidity with which land values fluctuate in particular cantonments. In places of growing importance, once in five years would probably not be excessive; but it must be understood that the revision will effect only future disposals and will not involve any alteration in existing rents until the period fixed in the lease expires.

553 R/D4 dated 11th June, 1938.

(ii) All land in the cantonment which "is vested in the Crown". (except land in Class B(2) which is permanently occupied or used by a Provincial Government) whether applied, or suitable for application, to building, agricultural or other purposes, may be regarded as theoretically liable to pay an annual rent to Government.

(iii) It will be one of the most important duties of Military Estates Officers to make themselves thoroughly acquainted with local values both of agricultural and building land.

They should collect and tabulate information as to the prices paid for land in the open market, in private sales and other transactions; and they should avail themselves to the fullest extent of the advice of the local revenue or land acquisition officers, whose business it is to acquire expert knowledge on these matters.

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.

(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 Provincial Government in occupation or having control over the land.

(5) The management of all *Class "B" (3) Land and Class "B" (4) Land* shall ordinarily be entrusted to the Military Estates Officer.

Provided that the Central Government may entrust the management of any such land to the Board.

(6) The management of *Class "C" Land* vests in the Board under Section 108 of the Act.

(i) Class A(1) Lands under the Management of the Military Authorities.

By Defence Department letter No.974-R/D4 dated the 2nd September, 1938 as amended by Defence Department letters Nos.115/R/D4 dated the 13th October,1939, 1296/R/D.4 dated the 25th November, 1939 and 1256/LC/D.4 dated the 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 compounds of Government bungalows, offices, workshops, manufacturing establishments and other military buildings. These areas, with the exception of Ordnance manufacturing

establishments and their estates will remain in charge of the Military Engineer Services, when vacant.

(b) Areas of land held by the Military Farms and Remount Department 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 Department from time to time for the purpose 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) Areas of land occupied by the Staff College, Quetta.

(f) Areas of land used as Bradfield's or quarries by the Military Engineer Services and catchments areas of Military Engineer Services water yards.

(g) Areas of land occupied by Engineer Parks.

(h) Areas of land occupied by Military Engineer Services storage yards.

(i) Areas of land occupied by factories or demarcated for the development of factories in charge of the Master General of the Ordnance in India.

(j) Areas of land occupied by the Indian Army Ordnance Corps establishments and estates attached to these establishments in charge of the Master General of the Ordnance in India.

(k) Soldiers gardens as provided in paragraphs 419, 421 and 425 of the Regulations for the Army in India.

(l) Hospital gardens, which include the whole of a hospital compound.

(m) Compounds of Veterinary hospitals.

(n) Royal and Indian Air Force landing grounds and the landing ground portions of aerodromes.

(o) Military recreation grounds other than golf course and race courses.

(p) Areas of land occupied by the Indian Military Academy, Dehra Dun.

The above areas will remaining 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 portions of aerodromes which will be in charge of the Military Engineer Services. The receipts and expenditure on account of the above mentioned lands, with the exception of soldiers gardens and military recreation grounds, will be accounted for in the budget of the department concerned.

(ii) Class A(1) Land under the Management of the Military Estates Officer.

By Defence Department letter No.974/R/2/D.4 dated the 2nd September,1938, all Class A(1) land in cantonments other than that placed under the management of the Military Authorities themselves, (note (i) above), has been entrusted under sub-rule (1) of this rule to the management of the Military Estates officer. While military recreation grounds other than gold courses and race courses have been entrusted to the management of the military authorities, parade grounds or portions of parade grounds which are used for recreational purposes, but which are not separately classified as "military recreation grounds" will remain under the management of the Military Estates Officer.

*(iii) Class B(3) and Class B(4) Land under the Management of the
Military Estates Officer.*

By Defence Department letter No.335/R/D.4 dated the 4th May, 1938, all Class B(3) and Class B(4) land in cantonments other than those lands which have been entrusted to the management of Cantonment Boards has been entrusted under sub-rule (5) of this rule to the management of the Military Estates Officer.

335/R.D.4 dated 4th May,1938.

*(iv) Class B(3) and Class B(4) Land under the Management of
Cantonment Boards.*

By Defence Department letter No.1283-L/D.4 dated the 12th March,1942, the Central Government has entrusted to the management of Cantonment Boards all Class B(3) and (4) lands in the areas in cantonments notified as bazaar areas under section 43A of the Cantonments Act,1942, that is all those areas specified in note (iii) to rule 2.

By Defence Department letters Nos. 12598/D.4 dated the 14th November,1941, 1283-L/D.4 dated the 12th March,1942, 9514-L/C & L dated the 23rd December, 1942, 1325-L/C & L dated the 20th February, 1943 and 1332-L/C & L dated the 23rd February,1943, the Central Government has entrusted to

the management of Cantonment Boards all Class B(3) and B(4)lands in the areas which are for the time being declared as bazaar areas under rule 2(b) of these rules as described in the Defence Department notifications enumerated in note (iv) to rule 2.

(v) Management of Class A Lands.

For the duties in respect of management of Class A lands see the notes to Rule 14.

CHAPTER III

MANAGEMENT BY MILITARY ESTATES OFFICER

10. Maintenance of General Land Register—(1)The Military Estates Officer shall maintain he General Land Register prepared under rule 3 in respect of all land, other than land in bazaars 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 or interest in land in the cantonment registered under sections 54, 59, 107 or 123 of the Transfer of Property Act, 1882, of which information has been set 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 the 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,**

- (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",**
- (viii) every transfer of occupation between departments of the Central Government, and Railway Administrations.**

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

(i) The Military Estates Officer is responsible, under this rule, only for the maintenance of the General Land Register in respect of land other than land in bazaars which has been entrusted to the management of the board. Under rule 44, the Military Estates Officer shall supply the Board with copies of the Register in respect of all land in bazaars vested in them or entrusted to their management, and under rule 45, it is the duty of the board to keep these registers up to date.

(ii) When the Military Estates Officer has reason to believe that a transfer of any right or interest in land, not situated in a bazaar entrusted to the management of the board, has taken place and no report has been made to him,

he shall report the fact to the Board for investigation with reference to section 73 of the Cantonments Act and shall record the transfer only for verification by the Board.

1126R/D-4, dated 28th September,1938.

(iii) The Military Estates Officer is required to scrutinize the terms of all transfers before making an entry in the General Land Register, in order to see that no Government rights are being thereby confiscated. If he finds that the document purports to transfer right's greater than those which the transferor possesses—for instance, the freehold rights when the transferor only a lessee from Government—he should issue a notice immediately to both the transferor and transferee warning them that Government cannot recognize the transfer, and should report the facts of the case to the Deputy Director, Military Lands and Cantonments, for orders.

The Military Estates Officer will also make an entry in the remarks column of the General Land Register to the effect that register notice has been served on the transferor and transferee stating the Government do not recognize the transfer.

(iv) In entering mutations, the instructions contained in note (i) to rule 3 should be followed.

1126R/D4, dated 28th September,1938.

(v) *Transfer of Right or Interest.* A mortgage even unaccompanied by possession is a transfer of property and creates an interest in land under the transfer of Property Act, 1882. It cannot be effected without registration, except when the property is below the minimum value, prescribed (Rs.100).

Entries of all mortgages, with or without possession should be made in the General Land Register under sub-rule (i) of this rule.

869R/AD4, dated 23rd December,1930.

(vi) *Entries to be made on Expiry of a Lease.* On the expiry of a lease recorded in the General Land Register, formal possession should be taken by the Military Estates Officer, the fact recorded in the General Land Register and the entries revised in accordance therewith.

(vii) *Entry of Admission of Government's Rights.* Admissions executed by private individuals accepting the proprietary rights of Government in land shall be recorded in the remarks column of the General Land Register after necessary sanction to the entry has been obtained under sub-rule (2) of rule 3.

(viii) *Responsibility for Watching Encroachments.* The Military Estates Officer is responsible for watching that Departments of Government and Administrations make no encroachments beyond the boundaries of their holdings.

974R/D4, dated 2nd September,1948.

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.

(i) Receipts will be paid into the nearest treasury, sub-treasury or branch of the Imperial Bank of India to which Government business has been entrusted.

(ii) Military Estates officers and their representatives in cantonments are empowered to issue Receivable Orders under Article 453, Civil Account Code, Volume II.

768R/D4, dated 11th July, 1938.

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 Classes "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 the 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 (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 unauthorized structures or encroachments thereon.

(i) The following instructions should be adhered to in the preparation of plans and schedules of class "A" land—

- (a) The plan and schedule being intended to form a permanent record, the plan should be prepared as a result of an accurate survey of the boundaries and should not amount merely to a rough demarcation of the perimeter. Each subsidiary holding within class "A" land, such as arsenals, barracks, parade grounds, military grass farms, recreation grounds, depots, roads, etc., which will be under the management of various departments of the Army and the Military Estates Officers, who have to account for the usufruct of their particular holding, requires separate demarcation and must also be accurately surveyed and shown on the map. If possible the Survey of India maps should be used.**
- (b) The schedule must correspond in all respects with the plan.**
- (c) Each holding should be numbered consecutively beginning from the top of the plan, and where there is more than one plot under the management of one department or service, for instance separate plots of grass farm land, each of such plots must have a separate survey number.**
- (d) Where roads, over which the public have a right of way, traverse a holding, such roads should be excluded from the holding, even if they are military roads.**
- (e) Military roads should be shown by drawing a line down the centre of the road of a different colour used to outline the adjacent holding, and given a distinctive number in the schedule.**
- (f) Class "A" (1) and "A" (2) lands should be differentiated by continuous and dotted red lines, respectively.**
- (g) Areas occupied by mosques, temples and other religious structures which have been erected on class "A" (1) land should be classified as B(3). In cases where the land**

occupied by such buildings and also by private buildings is held on a lease under the Cantonment Code of 1899 or 1912, and is surrounded by military class "A" land, it should also be classified B(3). Such land should continue to be shown in the plans and schedules of class A(1) and (2) land. See Note (iii) (h) to Rule 6.

- (h) Communal graveyards and sacred tanks at present enclosed in a military area and to which at present the public have a right of way should not be included in class "A" (2) land, but should be classified as "B" (4) land. A suitable strip of land should be excluded from class "A" land in order to provide for a communication between the tank or graveyard and the public road, see note iii (e) to Rule 6.
- (i) The Military Estates Officer will certify on the plan that every separate holding has been accounted for.

1020R/D4, dated 6th September, 1938.

(ii) An entry of every transfer affecting class "A" land sanctioned by the Central Government shall be made in the plans and schedules.

(iii) Schedules and plans of class A(1) and (2) lands are required to show separately the holdings in possession of the military authorities or those likely to be required for military purposes, and are intended to form the basis of entries in the General Land Register. A copy of the plans and schedules of class (A) land will be supplied by the Military Estates Officer to the Officer Commanding the Station, who is responsible that no encroachments are permitted on class A land. The copies will be verified and corrected annually by the Military Estates Office. It is necessary therefore to maintain these schedules and plans up to date independently of the General Land Register which record all lands within the cantonment.

(iv) Applications for the erection of boundary pillars to demarcate class A holdings are to be made to the Officer Commanding the Station. They will be erected and maintained by the boards. The cost of erection

and maintenance will be debited to main head 8-Military Engineer Services within major Head 58-Defence Services Effective when the land is required for the army generally, and to the appropriate head within major Head 58 Defence Service Effective when required for Ordnance, Clothing factories, remount Department, Military Farms or the Royal or Indian Air Force.

(v) A joint certificate under sub-rule (3) of this rule and rule 14 of the Rules for the Acquisition, Custody, Relinquishment of Military land in India will be prepared by the Military Estates Officer in the following form and submitted by him to the Central Government through the Officer Commanding in Chief, the Command or Commander Western (Independent) District (but see note ii to Rule 2).

781R/D4, dated 22nd August,1939.

999R/D4, dated 21st September,1939.

CERTIFICATE

Under Rule 14 of the Rules for the Acquisition, Custody and Relinquishment of Ordinary 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) The following unauthorized structures/encroachments have been made on Class "A" land in the Cantonment of . The action taken for the removal/regularization of these unauthorized structures/encroachments is as noted against each items.

(c) 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.

Date.

Military Estate Officer, Circle.

Countersignature of the Officer Commanding 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 Government in respect of Military administration.

Station.

Date.

Officer Commanding Station.

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.

(2) The Military Estates Officer shall conduct his management of Class "A" (1) land (which shall include the development of the resource 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.

(4) Class "A" (2) land shall ordinarily be kept vacant but is 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.

(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 office under sub-rule (4); and

(c) 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 office under sub-rule (4).

(i) Control of Class "A" Land

The control of Class "A" land mentioned in sub-rule (1) of this rule is to be distinguished from the management referred to in rule 9. The intention is

that class "A" lands shall be entirely under military as distinct from Cantonment and civil control, but subject to this distinction, the actual management of certain class A(1) lands is entrusted to the Military Authorities themselves under sub-rule (1) of rule 9, while the remaining areas of Class A(1) land and all class A(2) lands are entrusted to the management of the Military Estates Officer.

Unless and until the Military Authorities raise the question of relinquishing any lands in class A(1) which are under their immediate management, the Military Estates Officers have no functions to perform with regard to such lands except to maintain a proper record of them as laid down in rules 3 and 13.

The Military Estates Officer, in his management of class A(1) lands, is acting as the agent of the military authorities; the general control of the land, including the responsibility for its sanitation remains with the Officer Commanding the Station under section 128 of the Cantonment Act.

34024/1/AD dated 22/3/27.

33963/3/AD dated 4/5/27.

974R/D.4. dated 2/9/38.

**(ii) *Responsibility for Unauthorized Structures and
Encroachments on Class "A" Land.***

Although under rule 13, the Military Estates Officer is submit an annual certificate to the Central Government as to the correctness of the plans and schedules of class "A" lands, together with a report of any unauthorized structures or encroachments, the Officer Commanding the Station remains responsible that no unauthorized structures or encroachments are permitted on class A(1) land.

446 R.AD.4.dated 20/6/31.

The responsibility for the removal of encroachments on class A(1) land which is under the direct management of the Military Authorities lies with the Department of the Army in occupation of the land. As regards class A(1) land which is under the management of the Military Estates Officer, he will bring to the notice of the military authorities any encroachments which he may detect; the responsibility for the prevention or removal of these will, however, still lie with the military authorities.

446 R.AD.4.dated 20/6/31.

It is becomes necessary to tile a suit for the removal of an encroachment on class A(1) land, action will be taken by the Military Estates Officer at the request of the military authorities.

974 R./D.4 dated 2/9/38.

The Military Estates officer is solely responsible for the detection and removal of encroachments on class A(2) land.

446 R.AD.4.dated 20/6/31.

***(iii) Responsibility for the Preparation of Plans
of Sites on Class "A" Land.***

(a) Plans in connection with the regularization of encroachments will be prepared by the Military Estates Services at the request of the department of the Army occupying the land, but the cost thereof will be borne by the individual unit or formation responsible for the encroachment. If the unit or formation concerned has left the Indian establishment before the encroachment is noticed, such cost will be debited to the Military Engineer Services. This also applied to military land outside Cantonments.

(b) In the case of quasi military buildings to be erected from regimental or other such funds as are referred to in Table G of the Regulations for the Military Engineering Services, the necessary plans will be prepared by the Military Engineer Services.

481R/D4 dated 12th March 1936.

(c) Where plans are required in connection with the transfer of land from one department to another, the local military authorities or the Military Estates Officer initiating the proposals will; as far as possible, make use of cuttings from printed plans. Black prints of Cantonment Surveys on Bank post paper are suitable for taking cuttings and are obtainable, on payment from the Survey Department. The Military Engineer Services will assist the authorities concerned in this matter when necessary and as far as circumstances permit.

(d) The preparation of plans in connection with the acquisition and relinquishment of land is the responsibility of the Military Engineer Services, and the cost is debitable to Head 8-Military Engineer Services. This work is generally of an urgent nature and in the interests of Government early steps should be taken for its completion.

***(iv) Temporary Use of Clause A(1) Land Under the Proviso
to Sub-rule 3.***

The proviso to sub-rule (3) applied to land required for Military Engineer Services contractors only. Land required by other contractors must be transferred to class A(2) with the sanction of the Central Government and then leased by the Military Estates officer.

549 R/D4 dated 10th June,38.

If land required under the proviso to sub-rule (3) is regularly required by the Military Engineer Services for contractors to store materials, i.e. in the case of running contracts for minor works and repairs, proposals for its

reclassification as a Military Engineer Services Store Yard should be submitted to the Defence Department.

(v) Construction of Regimental Private Buildings

on Class "A" Land.

(a) In view of the prohibition contained in sub-rule (5) of this rule, it is only in circumstances of a most exceptional character that the Central Government will sanction the erection of private buildings of a permanent nature on class "A" lands.

The majority of permanent buildings on class "A" land will be military buildings in charge of the Military Engineer Services or some other department of the Army and, as only Government buildings may be erected on class A(1) land, it follows that if any construction, other than a Government construction, whether permanent or temporary and whether constructed from unit or private funds, is sanctioned on class (A) land, it will be necessary for the site required to be previously transferred to class A(2) by the Central Government.

2104-LC/D4 dated 2nd July,36.

(b) There may be buildings of a private or less official nature, such as Regimental Institutes or Clubs, Squash Courts or religious buildings such as temples, mosques or gurdwaras, which are intended solely for the use of the troops and which it may be desirable and legitimate to locate on class "A" land.

In any case, however, where it is decided to allow the erection of such buildings at the cost of regimental or other private funds, as the Officer Commanding a unit of His Majesty's forces has no official existence separate from the Government of India and for this reason there can be no question of his entering into a legal contract with Government and executing a lease for State land, the procedure will be not to lease the land to the Officer Commanding and particular unit but for the Government of India to sanction the construction of the building on the execution of the following certificate by the Officer

Commanding or the Members of the Regimental Committee of the unit in occupation of the lines:-

390-LC/D4 dated 31st January,1940.

I/We the Officer Commanding/Members of the Regimental Committee of thenow in occupation of theLines.....Cantonment, do hereby acknowledge that I/We have been permitted to construct/retain aon the land described on 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 freehold of the land is not affected and subject to the following conditions:-

390-LC/D4, dated 31st January,1940.

(1) That the said buildings (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 it there has been non-observances or breach or any of 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.....
ers 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 permission has been given, have entered in the Land Registers of the Cantonment.

Military Estates Officer.

NOTES.

The certificate shall be signed by the

1. (a) Office Commanding/Members of the Regimental Committee of the unit in occupation in every case where permission is granted to erect a building/buildings from Regimental or other private funds or retain one already built from such funds.

(b) Officer Commanding/Members of the Regimental Committee of the relieving unit in every case when buildings erected with permission by the outgoing units are to be retained. In these cases the portion in brackets in condition (1) may be deleted.

In the case of the buildings not required by the relieving units, the Officer Commanding should render similar certificates deleting the unnecessary words in clauses (1) and (3) and amending these clauses as shown below:-

“(1) The said buildings shall be kept in a clean and sanitary condition and no additions or alterations shall be made thereto.”

“(2) No outsiders shall be permitted to use the said buildings.”

(I) Buildings when in use are to be maintained at the expense of the unit.

(II) The Officer Commanding shall protect but not maintain the existing religious buildings which are not required by his unit.

(III) In no circumstances shall the Military Engineer Services accept any responsibility for the upkeep of these buildings.

2. A copy of the certificate referred to in note 1 (a) shall be forwarded to the Government of India and the Military Estates Officer, and a copy of the certificate referred to in note 1 (b) shall be forwarded to the Military Estates officer only.

Where for any reason a site on class “A” land is not available for the erection of the buildings of the kind mentioned above, sanction for the transfer of the land required to class “A” may be made under rule 9, and the views of the Cantonment Authority should be obtained and submitted if the site is included in class “B” land under its management and control.

(c) No buildings of a regimental nature erected on class “A” land may in any circumstances be sold to private individuals or allowed to become their property without the sanction of the Government of India.

(d) Government retain the proprietary rights in the trees standing in the compounds of buildings maintained and owned by units, irrespective of the fact that those trees are planted by the occupants themselves or were originally granted to the occupants. The occupants are entitled to the fruit of such trees and also to windfalls and lop and top. They cannot, however, cut or remove any timber without the permission of Government.

3100/LC/D4, dated 21st September,1938.

(e) If lines are vacant, the control and management of any buildings authorized to be erected and which are not recommended for removal under clause (5) of the certificate will rest with the Officer Commanding the Station.

2095-LC/D4, dated 19th October,1940.

**(vi) CONSTRUCTION OF RELIGIOUS BUILDINGS IN UNIT
LINES.**

The erection of a mosque or other religious building on class "A" land for the use of a small community is not justifiable unless it can be shown that the individuals affected would, by reason of the circumstances of their official employment, suffer real hardship if the facility were not granted.

Religious buildings will be sanctioned under note (v) in the lines of Indian troops at the expense of the unit subject to the following conditions:-

(a) sites for such buildings are to be fixed by the Standing Barrack Committee and approved by the District Commander, care being taken to avoid sites likely to be required for public purposes at any subsequent date.

(b) religious buildings erected in the lines are primarily for the use of the men connected with the unit and no outsiders will be permitted to use such buildings without the authority for the Officer Commanding.

(c) buildings when in use will be maintained at the expense of the unit.

(d) The Officer Commanding will protect but not maintain existing religious buildings not required by his unit.

(e) in no circumstances will the Military Engineer Services accept any responsibility for the maintenance of these buildings.

(f) Only three religious buildings will be recognized, Hindu, Mohammedan and Sikh, and the maximum number of religious buildings is to be limited to three.

31488/1/AD, dated 6th April, 1926.

46019/1/D3, dated 9th December, 1929.

96462/1/D36, dated 27th November, 1943.

***(vii) Maintenance by Units and Formations of Lists of Lands under
the Direct Management of the Military Authorities.***

In order to effect an adequate check over receipts from lands under the direct management of Departments of the Army, each unit and formation concerned should maintain a list of such lands with information regarding revenue accruable and revenue realized there from. Military Estates Officers will supply, where necessary, relevant extracts from the General Land Registers and Military Land Registers to Officers Commanding units and formations responsible for the management of such lands and will also communicate to them any subsequent changes in the entries in these extracts. Officer

Commanding units and formations will be responsible for keeping such lists up to date.

3301/LC/AD4, dated 21st September, 1936.

The above will not apply to lands in Remount Depots in cantonments.

778 L/D4, dated 6th May, 1938.

(viii) Sanitation of Class "A" Lands.

Under section 128 of the Cantonments Act, the Officer Commanding the Station is responsible for maintaining in a sanitary condition all buildings and lands which are occupied or used for military purposes, i.e. all class A(1) land. No responsibility has been imposed under the Act on anyone specifically for the sanitation of class A(2) land. As, however, such land is reserved for the use of the Army or the Royal or Indian Air Force, the responsibility for maintaining it in a sanitary condition rests on Government.

The expenditure on the sanitation of class A(2) land should be met as follows:--Ordinary work connected with the maintenance of class A(2) land in a neat and sanitary condition should be met from the provision made for conservancy charges under 48-Defence Services Estimates—Head VII-C(a). As regards sanitary measures which involve engineering works, e.g., drainage of depressions, filling of pits, etc., the expenditure will be debited to the appropriate head within the major head 48-Defence Services Estimates in the case of lands under the management of the Army Remount Department and of Ordnance and Clothing Factory estates under the Control of the Indian Ordnance Department and in the case of works required in the Royal or Indian Air Force areas, the expenditure should be debited to the appropriate minor head under sub-head "F" Works Expenditure of main head 10-Royal Air Force, within Major Head 48-Defence Services Effective. In other cases where land is used for military purposes generally, the expenditure will be debited to 8-Military Engineer Services within major head 8-Defence Services Effective (e.g., grant for anti-malarial measures).

The clearing of undergrowth in barrack areas, which is definitely a sanitary measure, is a legitimate work of the unit concerned and should normally be carried out by troops labour on a no cost basis. In cases where the grazing rights over the area concerned are given to Cantonment Boards, conservancy of the land (including the removal of undergrowth) should be the responsibility of the Board.

325/AD4, dated 18th December, 1930.

44 SC/AD4, dated 8th July, 1931.

13 SC/D4, dated 19th June, 1940.

(ix) Grazing and Disposal of Usufruct on Class A(i) Land.

Grazing and disposal of usufruct should be carried out in such a manner that proper control over persons and animals entering the lines remains with the Office Commanding the Station. It is the duty of the Military Estates Officer to dispose of the grazing in the lines of units in the manner prescribed in sub-rule (2) of this rule. Grazing in unit lines is not to be reserved for Government animals nor is the Officer Commanding a unit allowed to dispose of grazing or usufruct in his lines and retain a portion of the profits for regimental purposes.

If the Office Commanding the Station is of opinion that usufruct on a particular plot of class A(1) land should not be disposed of, or should be disposed of in particular manner, i.e., by grazing or by grass cutting, the Military Estates Officer is to abide by his orders. The Officer Commanding the Station is not, however, authorized to prohibit the disposal of the usufruct on a particular plot of land by the Military Estates officer and to allow it to be taken or disposed of by any other person. If the usufruct is to be disposed of it must be disposed of by the Military Estates officer.

Except in the case of soldiers gardens and military recreation grounds which have been entrusted to the management of the military authorities vide note (i) to rule 9, anything in the nature of regimental funds to which the proceeds of grass or trees or other usufruct may be credited is strictly prohibited except under the special sanction of the Government of India; all expenditure

on and income from land entrusted to the management of the military authorities is to be debited or credited, as the case may be, to the Central Revenue.

1021-LC/D4, dated 16th March, 1936.

152-LC/D4, dated 19th January, 1937.

(x) Quarries on class 'A' Land.

Quarries on class A(1) land and under the immediate management of the Military Engineer Services, vide note (i) to rule 9, and as such they are beyond the purview of the Military Estates Officer.

Quarries which are under the immediate management of the Military Authorities may be leased by the Military Engineer Services to a contractor for the purpose of fulfilling a Government contract. The lessee of a quarry so leased will be entitled to remove material from the quarry for private purposes.

No royalty shall be charged from the Military Engineer Services for earth stone removed for military purposes from class A(1) land and class A(2) land under the management of the Military Estates officer. The local Military Engineer Services authorities should, however, obtain the permission of the Military Estates officer before earth or stone is removed from such lands.

Contractors employed by the Military Engineer Services are exempt from the payment of royalty for materials removed from class "A" lands.

30664/5/AD, dated 25th August, 1926.

528 R/D4, dated 8th October, 1934.

183 R/D4, dated 9th April, 1936.

(xi) Leases and Licenses of Class A(2) Land.

A temporary construction, mentioned in the proviso to sub-rule (5) of this rule means a construction which can be easily and cheaply erected and removed at short notice, such as a "hut" or "shed" as defined in section 2 of the Cantonments Act, and as distinct from a permanent building which is intended to last for a number of years.

In sanctioning a lease under sub-rule (4) of this rule, it is for the Officer Commanding-in-Chief, the Command to fix the rent in his discretion.

The authority competent to sanction the determination of a lease of class A(2) land is the Governor-General in Council.

The necessary notice of determination will be issued by a person competent to sign on behalf of the Governor-General in Council.

For special conditions to be entered in leases of class A(2) land required by Army Contractors for Regimental Institutes and in leases for Military Cinemas, see notices (iii) and (vi) to rule 41.

1409 LC/D4, dated 4th May,1938.

73 L/D4, dated 7th January,1942.

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.

(i) The rules in Chapter V not only apply to land placed under the management of the Military Estates officer under Defence Department letter No.335/R/D.4. dated the 4th May,1938, (see note (iii) to rule (9), but also apply *mutatis mutandis* under rule 47 to land entrusted to the management of Cantonment Boards under the proviso to sub-rule (5) of rule 9.

335 R/2/D4, dated 27th September,1938.

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 instance 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; and shall be accompanied by a site plan of the area applied for prepared at the cost of the applicant.

(i) Free grants of land are prohibited altogether under these rules. No land can be disposed of for less than its full market value without the specific orders of the Central Government as provided in rules 19, 26, 31 and 37 and a feature of the rules and the lease forms is that, whatever the initial rent fixed may be, it shall always be liable to revision at intervals of not more than 30 years.

553R./D.4, dated 11th June, 1938.

(ii) Officers of the Cantonments Department will be held responsible for seeing that these rules are rigidly adhered to and for bringing to notice any unauthorized steps taken by any authority whatever towards the alienation or free grant of land in contravention of the rules.

553 R/D4, dated 11th June, 1938.

(iii) Military Estates officers and Cantonment Boards have no power to entertain an application for the lease of a building site on any class of land other than class B(4), except in the circumstances prescribed in rule 14(4) as regards class A(2) land.

2835 LC/AD4, dated 13th September, 1933.

**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.

(i) It will be incumbent on the Officer Commanding the Station when dealing with an application for the grant of a lease, to bear in mind the cardinal principle that cantonments exist primarily as places of residence for troops and are not therefore to be exploited by individual or classes for whom they are not intended. He must also take into consideration the size of the area applied for and care should be taken to see that the area granted is not incommensurate with the type of buildings it is proposed to erect.

1124-R/D4, dated 27th September, 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 approved 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 8 and such reserve price for the premium on the lease as may appear to be reasonable.

(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.

(i) When rents come up for revision at the end of 30 years the exact amount of enhancement, up to the limit of 50 per cent, provided in the lease

form, shall depend on how land values have fluctuated in the interval and not on the value of the buildings themselves or on improvements mad by the lessee.

(ii) The rent charged for a lease under the Cantonment Land Administration Rules must be assumed to be the full market rent of the land unless the lease has been deliberately granted on favourable terms. No extra rent should be charged for additional buildings on a plot of land for which a lease exists and the full market rent is already being paid.

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 form the price eventually realized as premium and --- 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.

(i) A period of at least 14 days should be allowed between the date of publication of the notice of auction and the actual date fixed for the auction.

(ii) Where a plot of land to be auctioned for lease adjoins railway land or lies near a railway line, a copy of the notice of auction should be sent to the General Manager or the Agent and General Manager of the Railway concerned, according to whether the lien is State owned and State managed or State owned and Company managed, to enable him to consider the question of acquisition of that land for railway purposes, if necessary. A copy should also be sent, simultaneously, to the Divisional Superintendent or the District Officer of the Railway concerned.

118 R/D4, dated 10th February,1939.

22. Auction.—On the date and 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; provide that in no case shall the lease be sold unless the reserve price fixed under rule 19 has been reached.

(i) The auction of a lease of land for a building site must be held by the Military Estates officer in person.

Each site applied for must be put up to auction separately; and it would be a breach of the rules to divide a valuable site into a number of small plots and put them up to auction together.

118 R/2/D4, dated 10th Febraury,1939.

(ii) Bidding at an Auction by a Cantonment Fund Servant.

While there is no legal objections to an employee of the Cantonments Department or a Cantonment Fund servant bidding at an auction for the lease of land, such a practice should be discouraged. Where at such an auction the successful bidder is an employee of the cantonments department, the provisions of the Government Servants Conduct Rules must be complied with in so far as they are applicable to the particular employee concerned.

476 AD4, dated 20th August,1938.

675 AD4, dated 20th March,1929.

23. Deposit by successful bidder.—The successful bidder shall be required to deposit immediately 10 per cent 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.

(i) After signing the memorandum of agreement is Schedule VI and making a ten per cent deposit, the applicant has an assignable interest.

The agreement in Schedule VI held by the lessee should be stamped before it is signed, vide section 17 of the Indian Stamp Act, 1899, but the copy to be held by Government does not require stamping, vide section 3(1) thereof.

760 R/D4, dated 21st July, 1939.

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 realized by the auction shall be taken into account.**

(i) Powers of the Collector.

The collector is to be regarded rather as a technical advisor than as a controlling authority and it is only in the two cases mentioned in clauses (a) and (b) of sub-rule (1) of rule 25 and in rule 32, that the rules themselves provide that his recommendation shall be accepted. The fullest use should, however, be made of his expert knowledge on all technical matters and his

advice on such matters should generally be accepted. The Collector will be within his rights in commenting upon the reasonableness of the premium.

178 R/D4, dated 20th February,1939.

(ii) Market Value.

As an example of the application of the "Explanation" to this rule, the market value of a site leased for 30 years at an annual rent Rs.230/- and a premium of Res. 1200/- would be Rs. (230 x 20) plus (20/30 x 1200), i.e., 4600/- plus 800/- or Rs.5400/-.

This method is to be used in arriving at the market value of a site where there have been no sales of similar sites for building in the locality. The ordinary meaning of market value of land is what it would fetch in the market under the state of things for the time being existing. It has also been defined as the price the buyer bound by nothing beyond payment would be willing to give, (see Crabb v/s Crombie. 9 March, 54).

In connection with the use of the expression in section 23 of the Land Acquisition Act, 1894, it has been said that the term has reference to what the Purchaser would give for the land and not to the value the Owner puts on it, and in the leading case of Premchand Boral v/s Collector of Calcutta (1876) I.L.R. 2 Cal. 103, it was held that the fairest and most favourable principle of compensation to the owners was to enquire what is the market value of the property, not according to its present disposition but laid out in the most lucrative and advantageous way in which the owners could dispose of it.

The above principles should generally be followed in determining the market value of a site where it is not possible to find it out in accordance with the explanation to this rule.

178 R/D4, dated 20th Febraury,1939.

25. Powers 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 realized 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 reason 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.5,000, or of the Central Government in all other cases.

(i) For "Powers of Collector" see note (i) to rule 24.

26. Disposal of Lease by Private Agreement.—Notwithstanding any thing 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 or rent, and on payment of such premium, as the Central Government or the appointed authority may approve in each case:

Provided that the concurrence of the Collector and the approval by the Officer Commanding the Station shall be obtained before application is made for the approval of the Central Government or the appointed authority.

(i) Application of Rule 26.

(a) Leases under these rules are normally to be granted in accordance with the provisions of rules 16 to 25. The provisions of rule 26 should be interpreted as applying primarily to the grant of a new site, and the only exceptional reasons which would normally justify the grant of a lease of a new site under this rule would be "reasons of a public nature."

(b) "Reasons of a public nature" justifying the disposal of a site under this rule are to be strictly constructed before any recommendation for the grant of a lease by private treaty is made. The services and deserts of an applicant are not to be considered as a ground for making a recommendation and no grant of a lease under this rule may be made without the specific sanction of the Central Government or such other authority as the Central Government may appoint for the purpose. The fact that a man owned the adjoining site and wished to extend his business would, by itself, be no reason for dispensing with the ordinary procedure of auction, though the fact that the business was essential to the welfare of the troops might be a reason. The criterion in doubtful cases must be whether the area applied for could, or could not, be reasonably and profitably disposed of to anyone except the applicant.

(c) There may be institutions in which the Government are directly interested or which they wish to support, such as the Imperial Bank or India or a Company which intends to supply depots in various Cantonments and whose activities are of direct interest to the troops. Applications for leases of land for such institutions should be dealt with under this rule, though the full market rent of the land may be reasonably demanded.

(d) The general provisions of this rule apply equally to the grant of leases of site on which buildings have already been erected under an "old grant" , and which become available for disposal by resumption or otherwise. The provisions of rules 16 to 25 should normally be followed in such circumstances and this rule should only be applied in special circumstances such as those described in the above notes or in note (vii).

(e) In certain circumstances, viz., extension of existing sites, regularization of existing sites, regularization of encroachments and subdivision of sites, the procedure indicated in this rule may be followed subject to what is stated in the following notes.

(f) Applications submitted to the Central Government or to the appointed authority under this rule are to be accompanied by a statement of the full market rent of the site and the special circumstances which will decide the reasonability of the application. Except where the application relates to a site which has been entrusted to the management of the board, (see clause (e) to rule 47), it is the intention that the concurrence of the Collector shall be obtained in order to ensure that its disposal is not for any reason prejudicial to the public interest.

36244/2/AD, dated 5th June, 1928.

1448 LC/AD4,dated 24th July, 1930.

(g) Where an application for the lease of a site under this rule relates to land which adjoins railway land or which lies near a railway lines, similar action should be taken as indicated in note (ii) to rule 21.

(ii) Delegation of Powers to Sanction a Lease by Private

Treaty for the Extension of an Existing Site.

In Defence Department letter No.400-R/D.4, dated the 6th June, 1939, the Central Government has appointed the Officers Commanding-in-Chief,

Northern, Eastern and Southern Commands and the Commander, Western (Independent) District, (in this connection see note (ii) to rule 2) as the "other authority" under this rule for the purpose of sanctioning the grant of a lease for the extension of an existing site subject to the following provisos:-

- (a) A lease by private treaty for the extension of an existing site may be granted only where the land applied for, taken by itself or with other vacant land, is not capable of use as a separate building site, or where its occupation by a person other than the holder of the original site would embarrass the latter while serving no useful purpose to the former.**
- (b) A lease by private treaty for the extension of an existing site outside an area which has been declared by the Central Government by notification under section 43A of the Cantonment Act to be a bazaar area, i.e., outside the areas specified in note (iii) to rule 2, shall not be granted unless the leasing of the site is considered necessary to provide for military purposes including the amenities of the garrison.**
- (c) A lease granted for the extension of an existing site must be in the form prescribed in Schedule VIII of these rules. If it is considered necessary that a lease in one of the other forms should be granted, the sanction of the Central Government must be obtained in accordance with rule 31.**
- (d) A suitable rent and premium should be charged in all cases, and where the original site is not itself held on lease or is held on an old Cantonment Code lease, the opportunity should always be taken to induce the applicant to execute a lease or a new lease, as the case may be, for the whole site including the extension. No increase of rent in respect of the original site need be imposed in such cases but where the applicant refuses to execute a lease or a new lease for the whole site in the above manner, the advisability of refusing to grant a lease for the extension should always be carefully considered.**

- (e) In some cases the applicant may refuse to execute a new lease for his old site except on certain special terms which involve an alteration in the prescribed lease form.

Such cases should be submitted for orders to the Government of India who will always be prepared in particular cases to modify the terms of the prescribed lease form to any reasonable extent so as to ensure that its terms are not less favourable to the applicant than those on which he originally held the land.

Where the application for the extension of an existing site is sanctioned on the execution of a new lease for the whole site i.e. the original site plus the extension, and the original site is already held on lease, a deed of surrender of the lease of the original site must be executed in the form prescribed in not (iv).

(iii) Delegation of power to sanction the surrender of a lease for the original site where a lease for the extension of a site is sanctioned.

In Defence Department letter No.1372-L.C./D.4, dated the 16th May, 1940, the government of India has authorized the Officers Commanding-in-Chief, Commands and the Commander, Western (Independent) District, (see note (ii) to rule 2), to sanction the surrender of the lease of the original site in every case where a lease for the extension of the site is sanctioned by them and a new lease is to be executed for the whole site, viz. the original site already held on lease plus the extension applied for.

Where an existing lease is surrendered care should be taken to see:-

- (a) that the rent under the old lease is realized up to date.
- (b) that the lessee is still entitled to the benefits of the existing lease and that he has not transferred or otherwise dealt with his rights in the land.
- (c) that the existing lease is duly surrendered in the proscribed form.

- (d) that all interested in the existing lease join in the surrender, and
- (e) that the surrender is duly registered.

(iv) Form of surrender of a lease.

The following form of surrender is to be used in cases of the determination by mutual agreement of a lease for the original site where a new lease is to be granted for the whole site, i.e. the original site plus the extension:-

"This surrender is made the.....day ofone thousand nine hundred and.....between.....(hereinafter called the Lessee) of the one part, and.....(hereinafter called the Reversioner), of the other part.

WHEREAS this surrender is intended to be supplemented to a lease dated..... and made between.....of the one part and.....of the other part, registered as No..... on.....AND WHEREAS the hereditaments comprised in the said lease are now absolutely vested in the lessee free from encumbrances for all the residue of the term of years granted by the said lease, AND WHEREAS the reversion immediately expectant on the said term of years is now vested in the Reversioner, AND WHEREAS the Lessee has agreed to surrender the said lease to the Reversioner in consideration of the Reversioner agreeing to grant the Lessee a new lease of the land comprised therein the form prescribed by Schedule.....of the Cantonment Land Administration Rules,1937.

NOW THIS DEED WITNESSETH as follows;

In pursuance of the said agreement and in consideration of the premises the lessee hereby conveys and surrenders to the Reversioner ALL AND SINGULAR the hereditaments demised by the said lease to the intent that the term of years granted by the said lease may merge and be extinguished in the reversion expectant thereon and the Lessee covenants with the Lessor that he has good right to make this surrender in manner aforesaid and that he will indemnify the Reversioner against all claims and demands that may arise on account of a new lease being granted as aforesaid.

In witness thereof the parties have hereunto set their hands the day and year above written.

Signed by

In the presence of

Signed by

In the presence of

2678 LC/AD4 dated 10th August,1933.

For form of SURRENDER OF LEASE for use in cases of determination by mutual agreement where no new lease is to be executed, see note (v) to rule 28.

(v) Delegation of Powers to Sanction the Subdivision of sites.

(a) Subdivision means the partition of a holding into two or more parts by physical delineation of such parts, or by erecting additional buildings capable of being used independently for residential or other purposes, or the transfer of interest in any portion of a holding by sale, mortgage, gift or exchange.

(b) In the late Army Department letter No.34326/3/A.D. dated the 9th June,1927, the Government of India has authorized Officers Commanding-in-Chief, Commands (see note (ii) to rule 2) to sanction the subdivision of sites at the request of the occupant provided that a fresh lease is executed in each case for the subdivided portion and a suitable rent is paid for it.

No subdivision without the execution of a lease for the subdivided portion is to be permitted without the sanction of the Government of India.

34326/3/AD, dated 9th June,1927.

(c) If the applicant refuses to execute a lease for the subdivided portion of the site except on certain special terms which involve an alteration of the prescribed lease form, the case should be submitted for the orders of the Government of India with such recommendation as may appear reasonable.

(d) Full economic rent need not invariable be charged when a site is subdivided. The rate is left to the discretion of the Officer Commanding-in-Chief, the Command, and should be fixed with due regard to the in criterion would generally be the purpose for which it is proposed to utilize the subdivided portion. If the object is one from which the holder will derive profit, the full economic rent should ordinarily be charged; otherwise the rent may be reduced to whatever figure appears reasonable.

(e) When a site held on a lease is subdivided, the original lease should be surrendered and new leases granted for both portions. The form of surrender to be executed in such cases is that given in note (iv) ante.

714/AD4 dated 21st February,1930.

(f) Where the site was originally granted under the Rules, Regulations and Orders in force from time to time for the construction of a residence for a military officer, and the holder wishes to construct an additional residence, or a shop on an outlying portion of the site, he can only do so with the permission of the representatives of the grantors and such permission can be made subject to any conditions that the grantors choose to impose. They can insist, if they so desire, that the site be treated as subdivided and that the grantee should execute a lease for the portion on which the new building is to be erected.

523R/AD dated 13th August,1930.

(g) The subdivision of a site held on a lease in Schedule VI of the Cantonment Land Administration Rules, 1937, will be governed by the terms of the lease on which it is held.

(vi) Delegation of Power to Sanction the Surrender of an

Existing Lease when Subdivision of a site is sanctioned and a new Lease is to be Executed.

In Defence Department letter No.4541/D.4. dated the 28th April 1941, the Government of India has authorized the Officers Commanding-in-Chief, Commands and the Commander, Western (Independent) District, (see note (ii) to rule 2, to sanction the surrender of existing leases in all cases where they permit the subdivision of a site under their powers.

Before the subdivision is permitted, the competent authority's sanction to the transfer of the site, if required under the terms of the lease, must first be obtained by the lessee and fresh leases are to be executed in respect of both the sites, i.e. the portion retained by the original holder and that transferred by him to another party.

Where an existing lease is surrendered care should be taken to see:-

- (a) that the rent under the old lease is realized up to date.**
- (b) that the lessee is still entitled to the benefits of the existing lease and that he has transferred or otherwise dealt with his rights in the land.**
- (c) that the existing lease is duly surrendered in the prescribed form.**
- (d) that all interested in the existing lease join in the surrender.**

- (e) that the surrender is duly registered, and
- (f) that the new leases granted are made for the period unexpired of the original lease surrendered.

714/AD4, dated 21st February, 1930.

***(vii) Delegation of Power to Sanction a Lease by Private treaty
to the Lessee of a site held on Lease on the Expiry of the
Original Lease.***

In Defence Department letter No.909-L/D.4. dated the 5th March,1942, the Central Government has appointed the Officers Commanding-in-Chief, Commands and the Commander, Western (Independent) District, (see note (ii) to rule 2), as the "other authority" under this rule for the purpose of the grant by private treaty of leases in Schedule VIII to the lessees of sites in cantonment whose leases expire, provided that on the expiry of the leases the sites are not required for military purposes.

Leases will be subject to the following conditions:-

(a) The normal premium for the site, fixed in accordance with rule 19 of these rules shall be charged in addition to the full market value of the buildings (as assessed by the Military Engineer Services) by way of "premium" and not as the "sale price" of the buildings.

(b) Full market rent in accordance with the standard table of rents shall be payable annually in advance.

(c) The lessee shall maintain the buildings in good and substantial repair to the satisfaction of the Military Estates Officer Cantonment Board.

(d) The lease shall be executed in Schedule VIII of the rules suitably amended having regard to the fact that the site is already built upon and the buildings are to be included in the lease.

If the above terms are not acceptable to the existing lessee, the leases should be disposed of by public auction in accordance with the rules.

909/LD4 dated 5th March,1942.

(viii) Delegation of Powers to Sanction a Lease by Private

Treaty for the Regulation of an Existing site.

In Defence Department letter No.400-R/D4. dated the 6th June, 1939, the Central Government has appointed the Officers Commanding-in-Chief, Northern, Eastern and Southern Commands and the Commander Western (Independent) District, (see note (ii) to rule 2), as the "other authority" under this rule for the purpose of sanctioning the grant of a lease for the regularization of an irregular holding which was in existence prior to the introduction of the Cantonment Land Administration Rules, 1925. The lease should be executed in the form prescribed in Schedule VIII and a suitable rent should be reserved under the lease with due regard to the conditions on which the site was previously held. In special cases the levy of a premium may be waived.

The specific sanction of the Central Government is required whenever it is proposed to grant a lease in a schedule other than Schedule VIII or Schedule IX.

(ix) Regulation of Encroachments

(a) An encroachment is an unauthorized occupation of Government land and should not be permitted to remain in existence under any circumstances unless it is properly regularized.

(b) The power that has been delegated to Officers Commanding-in-Chief, Commands under this rule to sanction the grant of a lease by private treaty for the extension of an existing site (see note (ii), includes the power to sanction a lease for the regularization of an encroachment that fulfils similar conditions, viz., provided that there is no objection to the occupation of the land encroached upon and that such land, taken by itself or with other vacant laid, is not capable of use as a separate building site, or that its use and occupation by a person other than the owner of the original site would embarrass the latter while serving no useful purpose to the former.

(c) The power delegated to the Officers Commanding-in-Chief, Commands and the Commander, Western (Independent) District, to sanction a lease for the regularization of an existing site, as specified in note (viii), does not apply to the regularization of an encroachment which does not fulfill the conditions stated in clause (b) above, and if any such encroachment cannot easily be removed, orders concerning it should be obtained form the Central Government.

(d) Sanction should not ordinarily be given to the regularization of an encroachment made by extending an existing site unless the owner of the existing original site is prepared to execute a lease for both the original site and the encroachment where the original site is held on "old grant" terms or on a Cantonment Code lease, or a lease for the encroachment only where the original site is held on a lease under the Government Land Administration Rules, 1925 or 1937.

(e) A lease will be executed in the form prescribed in Schedule VIII or Schedule IX unless the sanction of the Central Government has been obtained to any other form of lease.

(f) Where the original site is held on a Cantonment Code lease, and a new lease for the whole site, the original site plus the encroachment, is to be executed under the Cantonment Land Administration Rules, the Cantonment

Code lease must first be surrendered. The power given to Officers Commanding-in-Chief, Commands and the Commander, Western (Independent) District to sanction the surrender of a lease vide note (iii) applied equally to the surrender of a lease where a new lease is to be executed to regularize an encroachment. The form of surrender shall be executed in the form prescribed in note (iv) and the surrender is to be registered.

(g) Where the original site is held on a lease in one of the forms prescribed in the Cantonment Land Administration Rules, 1925 or 1937, the period of the lease for the encroachment is to synchronize with the unexpired period of the lease for the original site.

(x) Execution of a Lease under the Cantonment Land Administration

Rules in Lieu of Lease Held under the Cantonment Code,

1899 or 1912.

The Central Government would be prepared to consider favorably any proposal to execute a lease under the Cantonment Land Administration Rules in lieu of a lease held under the Cantonment Code on the understanding that the lessee was willing to give sufficient pecuniary consideration for the cancellation of the condition of resumption included in the lease under the Cantonment Code. In such cases the Central Government would grant a lease by private treaty under this rule but otherwise would expect the conditions of the new lease to be framed on a commercial basis.

31997/1/AD, dated 4th May 1926.

(xi) Special cases in which Leases by Private Treaty may be

granted Under Rule 26.

In the following cases leases may be granted by private treaty under this rule, subject to the remarks below:-

Clubs—Where a club does not fall within the definition of a “Military Recreation Ground” (see note (i) to rule 5), an application for the grant of a site for a club may be dealt with under this rule, and although the rent need not, in all cases, be assessed on the full market value, it is only reasonable that those who benefit by the reservation of the land against building should pay something more than a mere nominal rent for the privilege.

Applications for the lease by private treaty of land in cantonments on favourable terms to clubs are to be submitted to the Central Government accompanied by a statement of the full market rent of the land together with an explanation of any special circumstances, such as the financial position of the club, that would enable the Central Government to decide whether the applications is reasonable.

36244/2/AD dated 5th June, 1928.

The regularization of the tenure of a club held prior to the introduction of the Cantonment Land Administration Rules, 1925, does not require the sanction of the Central Government and may be sanctioned by the Officer Commanding-in-Chief, the Commands, (see note (viii) ante,)

Where Clubs are not registered for five years, in Indian Companies Act, short-term leases must be granted for five years in the name of, say, six members of the Committee; these members would all be personally responsible, but could, if desired, be indemnified against loss by the members of the club as a whole. At the end of five years, the lease may be renewed in the name of six of the then most permanent members of the Committee. The advantage of registration under the Indian Companies Act should be improved upon all clubs that wish to take out a lease.

34252/1/AD dated 13th May, 1927.

Petrol Firms:--Large petrol firms, who normally place their installations outside cantonments, may be given facilities for putting their bulk installations within cantonment areas under this rule.

Applications from intending firms should be favorably considered by the local military authorities and forwarded with their recommendations and the remarks of the Officer, Commanding-in-Chief, the Command, to General Headquarters for the sanction of the Central Government. As a quid pro quo for the grant of the lease on cheap rates and the protection ensured by being in cantonments, firms should be induced to agree to hand over to the Army on mobilization or in time of emergency, their petrol requirement, viz. (1) 1000 gallon tanks and curbside pumps and (2) 400 gallon petrol tank, lorries.

For the form of lease to be executed for petrol installations and petrol pumps, see note (v) to rule 41.

34875/1/AD dated 15th October, 1927.

712/AD4 dated 21st March, 1929.

23756/1/Q6 dated 4th March, 1932.

***Station and Regimental Dairies*—Dairy buildings required by regimental contractors must be erected on Class "B" land, and if no such land is available sufficiently near the lines and a suitable piece of Class "A" land can be spared for the purpose, the sanction of the Central Government should be obtained to its transfer under rule 7. The land may then be leased by private treaty under this rule by the Officer, Commanding-in-Chief, the Command to the Dairy Contractor recommended by the regimental authorities concerned.**

The lease should be for a limited period not exceeding ten years and the full marked rent and a reasonable premium should be charged. In the case of British units, if at the end of the period of ten years the Military Farms Department are not in a position to build a dairy, an extension of the lease for five years may be given. In the case of Indian units, the original lease may be for ten years renewable at the option of the lessee in five years periods up to a total of twenty five years.

For special conditions to be inserted in every lease granted for a Station or Regimental dairy, see note (iv) to rule 41.

4032 LC/D4 dated 27th November, 1936.

Leases of Land for Religious Purposes—When leases of land for religious purposes are sanctioned by the Central Government under this rule, the lease shall be executed in one or other of the forms prescribed in Clauses (a) and (b) of not (iv) to rule 31.

Military Cinemas for British Troops—The circumstances under which leases of land in cantonments may be granted by private treaty for the erection of a military cinema for British troops and the forms of lease to be executed in such cases are shown in note (vi) to rule 41.

27. Special Lease for the Regularization of Old Grants—Notwithstanding anything contained in any rules 16 to 26, the Military Estates Officer in any case where a site is held without a regular lease, may on application by the holder, without any reference to any superior authority, grant a lease for the said site in the form set out in Schedule VII.

- (i) The grant of a lease in Schedule VII is to be restricted to:--
 - (a) Old grant sites for which there is no written evidence of title and for which no regular leases exist.
 - (b) Sub-divisions and charge of purpose which have already been condoned before the promulgation of the Cantonment Land Administration Rules, 1937, and commencing which there is no written evidence of the terms on which the land is held. In the case of subdivisions a separate lease should be executed for each subdivided portion.

Cases which do not fall under categories (a), (b) above should be regularized by the grant of a lease in Schedule VIII under the powers delegated to the Officer Commanding-in-Chief the Command—(see notes (v), (viii) and (ix) to Rule 26).

The lease Form in See. VII is not be modified without the sanction of the Central Government.

955 R/D4 dated 8th September,1938.

1993 LC/D4 dated 8th July,1938.

28. Execution of Leases—(1) As soon as the auction has been duly confirmed, the successful applicant shall be required to execute a lease for the site in the form prescribed in Schedule VIII.

(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.

(i) Persons authorized to Execute Leases and Contracts.

The following officers are empowered to execute leases and other documents relating to land and buildings vide the under mentioned extracts from Legislative Department notification F. 215/42-C. & G. (Judicial), dated 16th July,1943.

II. In the case of the Defence Department.

A. Contracts and Instruments Relating to Cantonments.

1. Leases and surrender deeds—(a) of

land in cantonment belonging to Government the executive management of which has not been entrusted to the Cantonment Board under the Cantonment Land Administration Rules, 1937.

By the Military
Estates Officer.

(b) of land in cantonments belonging to Government the executive management of which has been entrusted to the Cantonment Board under the Cantonment Land Administration Rules, 1937.

By the Executive
Officer.

2. Leases of houses appropriated by Com- Government under the provision of the Cantonments (House Accommodation) Act, 1923.

By the Officer
-manding the
Station.

3. All documents relating to proprietary rights of Government in land in Cantonments.

By the Military
Estates Officer.

B. Agreements Relating to the Purchase or Sale of Immovable Property. (Land and Buildings)

Agreements for the purchase of sale of Estates **By Military**
immovable property (land and buildings) on behalf of military or air force authorities. **Officer.**

***C. Contracts and Instruments relating to Property Outsid-
es Cantonments but under the Management of the Military
Estates Officer.***

**1. Leases and surrender deeds relating to lands, buildings or other immovable property belong-
-ing to Government outside cantonments which have in
been entrusted to the management of the Military Estates Officer, provided that the rent reserved shall
not exceed Rs.5,000/- a month.** **By the Military
Estates Officer
Charge of such
Property.**

**2. (a) Licenses for a period not exceed-
-ing one year.** **By the Military
Estates Officer in**
(b) Other contracts with the execution of sale deeds. **Charge of such
Property.**

(ii) Instructions for the Preparation and Execution of Leases.

The following instructions are to be followed in the preparation and execution of leases:-

- (a) The appropriate form of lease must be adopted and all blanks in the form duly filled in.**

- (b) Where the lease form contains alternative words. The words which are not applicable must be struck out and duly initialed by all the parties executing the lease.**

- (c) Any alterations in the form of the lease which have been sanctioned under rule 41 must be duly initialed by all the parties.**

- (d) The name and address of the lessee, or of each of the lessees where there is more than one, should be correctly and fully entered, both at the commencement of the lease and in the attestation clauses.**

- (e) If the lease is executed by a Limited Company registered under the Indian Companies Act or by a registered Society, the fact that the Company or Society is so registered and the place where the office of the Company or Society is situated should be added after the full name of the Company or Society at the commencement of the lease, and the seal of the Company or Society must be affixed at the end of the lease and attested by the necessary signatories in accordance with the formalities laid down by the Articles of Association of the Company or by the Rules of the Society, a copy of which should be inspected so as to ensure that such formalities have been duly complied with.**

In the case of unregistered companies and firms, the full names and addresses of all the partners must be inserted, both at the commencement of the lease and in the attestation clauses, and after the names of the partners at the commencement of the lease the title under which they carry on business should be added after inserting the words "carrying on business in the name of" Similarly in the cases of leases to voluntary institutions, such as schools and institutes, the names of all the Trustees or of all the

members of the Committee or other governing body of the Institution should be inserted in the lease; and the lease must be executed by all such parties.

In the cases of unregistered clubs, the lease should be in the names of five or six members of the Committee, (see note (xi) to rule 26).

- (f) The schedule must be carefully filled in so as to ensure that the property is properly and fully described with such particulars as may be necessary as to its area and boundaries. This schedule is the most material part of the lease and must always precede the signature of the parties.**

- (g) The plan of the property, which should be prepared on tracing cloth at the cost of the lessee or lessees and which should be carefully checked, should be sewn or otherwise securely attached to the lease and should be signed by all the parties. It should be borne in mind that no copy of a site plan, however certified or authenticated it may be, is of itself evidence of any value against anyone. The site plan only becomes of legal value when it forms part of a lease of a site.**

21945/4-AD, dated 27th October, 1935.

- (h) Every lessee must sign the lease in the presence of two witnesses, who must themselves sign the attestation clause and add their addresses and descriptions.**

Where two or more lessees sign the lease before the same witnesses, one attestation clause will be sufficient.

- (i) Where it is proposed that any of the parties should execute the lease under a power of attorney, care must be taken to see that the power contains authority to execute such lease and that it has been duly executed and stamped.**

- (j) No lease after being signed on behalf of the Governor-General-in-Council should, under any circumstances, be handed over until the duplicate lease has been duly executed and the lease has been duly registered and all particulars of registration entered on the duplicate copy.**

- (k) Whenever any particular lease presents any doubtful or difficult points, the local legal adviser to Government should be consulted.**

(iii) Disposal of Government buildings and leasing their sites.

In cases in which Government buildings are to be disposed of and their sites leases, the usual way of carrying out such transactions is that a lease only should be granted both for the land and the buildings, and the sale proceeds of the latter recovered in the shape of a premium. The advantages of this course are:-

- (i) that Government obtains possession of the buildings on the expiry or sooner determination of the lease in the same manner as in the case of buildings erected by the lessee. This would not be possible if the buildings were sold outright, in which case there is nothing to prevent the purchasers from demolishing them and leaving the site vacant.**

- (ii) Government can keep better control over the buildings by demanding Covenants that the lessee shall keep them in proper repair, and thus ensure that they are not allowed to go into rack and ruin.**

- (iii) there is more security for the rent in case the Government have to re-enter or enforce payment of it.**

23L/AD4, dated 12th January, 1935.

(iv) *Stamping and registration of leases.*

(a) For the stamp duties payable on different kinds of leases, see Indian Stamp Act, II of 1899, section 3 read with Schedule I, item 35 and section 29 (c) and (d) and section 3, proviso (1).

(b) The lessee pays the stamp duty and registration fees on an original lease. The lessor pays the stamp duty and registration fees on the counterpart of the lease. When government are the lessors, they are exempted from the payment of stamp duty on the counterpart but they are not exempted as regards the registration fees.

10R/AD4, dated 11th January, 1932.

(c) Although a valid lease can be granted by Government without registration, all leases under these rules should, as a rule, be registered. If a lessee refuses to have his lease registered, the document can be presented for registration by the lessor. Notice will then be served on the lessee and if the lessee still refuses, the Registrar will register the lease in the lessee's absence.

413R/AD4, dated 26th June, 1930.

1941LC/AD4, dated 6th August, 1930.

(d) If a Provincial Government issues a notification exempting lease of the description given in the proviso to Section 17(I) (d) of the Indian Registration Act, (Act XVI of 1908), leases of that description need not be registered within the jurisdiction of that Provincial Government. Such notification will not affect lessees in another Province, and if the Government of that Province has not issued a notification on the same lines, leases required to be registered by section 17 should continue to be registered.

18LR/AD4, dated 25th April,1930.

(v) Surrender of a Lease.

(i) The form of surrender which is to be used in the case of the determination by mutual agreement of a lease of a site where a new lease is to be executed for the site and other land in extension of it is given in note (iv) to rule 26.

(ii) The following form of surrender is to be used in the case of the determination by mutual agreement of a lease granted under the Cantonment Administration Rules, where no new lease is to be executed for the site:-

Form of Surrender.

This indenture made the day of one thousand nine hundred and between inhabitant of hereinafter called the Lessee (which expression shall be deemed to include his heir, executors, administrators, survivors, representatives and assignees) of the one part and the Governor-General-in-Council hereinafter called the Lessor (which expression shall be deemed to include his successors in office and assigns) of the other part. WHEREAS the Lessor granted to the Lessee a lease of the land mentioned in the Schedule hereto by an Indenture of Lease dated the day of 19 and WHEREAS the land comprised in and demised by the said Indenture of Lease is now vested in the Lessee for the residue now unexpired of the period thereby created subject to the terms, conditions and covenants contained therein and WHEREAS the terms, conditions and covenants reserved by and contained in the hereinbefore recited Indenture of Lease and on the part of the said Lease to be observed and performed have been duly observed and performed by the said Lessee up to the date of these Presents and WHEREAS the immediate reversion in the said land on the determination of the said term is vested in the Lessor free from encumbrances of whatsoever nature and WHEREAS the lessee has agreed with the lessor to SURRENDER to him the said land by relinquishing all the right, title and interest, which the lessee has in respect of the same under the Lease hereinbefore recited and WHEREAS the lessor has agreed to accept the said SURRENDER accordingly now THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement the lessee hereby SURRENDERS and yields up to the lessor without any consideration the land mentioned in the Schedule hereto and demised by the

lease hereinbefore recited together with all the estate right, title. Interest and claim or demand whatsoever of the lessee into out of or upon the same to the INTENT that the residue now unexpired of the term created by the said lessee and all the estate right, title and interest of the lessee in the said land under or by virtue of the said Lease may be absolutely merged and for ever extinguished from the date hereof in the reversion immediately expectant there from and that the lessee hereby covenants with the lessor that eh lessee will for ever keep the lessor well and sufficiently indemnified of from or against all claims and demands in respect of the said lease.

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 hereunto set their hands the day and year first hereinabove written.

SIGNED BY

in the presence of

1.

2.

SIGNED BY

in the presence of

1.

2.

2040 LC/D4 dated 16th June,1939.

(iii) All surrenders should be registered. Under the Provisions of section 17(b) of the Indian Registration Act,1908, surrender which extinguishes a right title or interest in immovable property of the value of Rs.100/- or upwards has to be registered while under section 18 documents can be registered, even though their registration is not compulsory under section 17. The lessee should pay the stamp duty and the surrender fees.

824 LC/AD4 dated 21st March,1935.

**(v) *Extension of the period of building prescribed
in a lease.***

Lease under these rules do not contain any provision for extending the period in which buildings are to be completed, they contain penal clauses empowering the Central Government, notwithstanding waiver, to re-enter in the event of a breach of any of the conditions by the lessee. If it is not desired to take action under the powers of re-entry where there has been a breach of condition (5). viz., where the building has not been completed within the prescribed period, the Military Estates Officer should obtain from exercising the rights under this clause.

428/AD4 dated 20th February,1929.

**(vi) *Determination of leases under the Cantonment
Land Administration Rules.***

(i) Where there is no provision of resumption of a site held on a lease, it can only be acquired, if required for a public purpose, under the provisions of the Land Acquisition Act.

(ii) In view of the provisions of sections 114 and 114-A of the Transfer of Property Act, 1882, 15 days notice for the payment of rent and 6 months notice for the completion of buildings should be given to a lessee before action is taken to determine a lease for a breach of the conditions re-payment of rent or completion of buildings. The lessee should be informed at the same time that the lease will be determined if he fails to pay the rent or complete the buildings in the time allowed. No action is to be taken in the matter of exercising a power of re-entry under a lease without obtaining the orders of the Central Government.

578 R/AD4 dated 4th September, 1930.

(viii) Form of Agreement to be executed when rents of sites held on leases in Cantonments are enhanced.

The following form of agreement is to be executed when rents of sites held the lease are enhanced in cases where the lessee prohibits addition, alteration to buildings erected there under without the permission of the lessor, permission is granted subject to enhancement of rent.

5614/D4 dated 4th June, 1941.

THIS INDENTURE is made the _____ day of _____ 194 between The Governor-General-in-Council (hereinafter called "the lessor" which expression where the context so admits shall include his successors and assigns) of the one part and

..... of(hereinafter called "the Lessee" which expression shall where the context so admits shall include his(her) personal representatives*/its successors and permitted assigns) of the other part and is supplemental to a lease made the day of

between The Secretary of State for India in Council of the one part and

of the other part and registered as _____ of land known as _____ and

more particularly described in the said Lease WHEREAS the Lessee is now entitled to the benefit of the term granted by the said lease and still subsisting and the Lessor to the reversion expectant thereon AND WHEREAS in accordance with terms of the said lease a _____ has been erected on the said land cannot be added to or altered without the permission of the Lessor AND WHEREAS the Lessee being desirous of altering/adding to the said building has applied to the lessor for permission do so and the lessor has agreed to give such permission if the lessee agrees to pay as from the _____ day of _____ 19 a rent of _____ Rs. _____ Per annum instead of the rent of Rs. _____ reserved by the said Lease and the lessee has agreed to do so now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the premises it is hereby agreed between the parties hereto as follows:--

(1) The lessor hereby give the lessee permission (vide clause—of the said lease) to make the altering/adding to the said building as specified in the Schedule hereto.

(2) As from the _____ day of _____ 19 _____ the rent payable under the said lease shall be at the rate of Rs. _____ Per annum and the said lease shall be varied accordingly and be constructed as if it had originally provided for this rent to be paid.

(3) Except as hereby varied the said Lease shall have full force and effect.

* strike out words inapplicable

(4) This document shall be registered forthwith and the lessee will pay the charges in connection therewith.

IN WITNESS whereof the parties thereto have set their hands the day and year first before written.

SIGNED by

On behalf of the Governor- General

-in-Council in the presence of

SIGNED by the said

in the presence of

The Schedule referred to.

(Alterations or additions permitted vide clause (1) hereof)

***(ix) Competent authority to sanction the sale etc. of the property
standing on land leased in the form in schedule VI of the G.L.A.R. 1925.***

The question has been raised whether the Cantonment Board or the M.E.O. is the competent authority to sanction assignments, transfers and subleases of sites held on lease in Schedule VI Cantonment Land Administration Rules,1925 under Covenant I(8) thereof where the lease has been executed by

the Executive Officer ---- and was under the management of the Board and Covenant 1(8) provides for the consent in writing of the Cantonment Authority, and where the management of the land has subsequently been transferred to the Military Estates Officer. The Government of India are advised that in respect of lands entrusted to the management of the Military Estates Officer under Defence Department letter No.514-R./D.4, dated the 16th August,1937, the Military Estates Officer is the competent authority and not the Cantonment Board. The function of the Cantonment Authority in the lease was merely that of an agent for the Secretary of State for India in Council and the effect of that letter was to deprive the Cantonment Board of this function.

12117/D4 dated 8th January, 1942.

(x) Transfer of properties on sites held on leases in schedule VIII of the C.L.A. Rules, 1937—Interpretation of condition 1(8) of the lease.

Reference your letter No.E 8209 LCI, dated 9th August,1944. The only obligation imposed on the lessee by condition I(8) is that every transfer of the premises should be reported to the Military Estates officer or the Cantonment Board as the case may be. He is not required to obtain the sanction of any authority to such a transfer. On the assumption that the lessee is paying the full market rental of the land, or if he is not, the payment of such lessor amount is due to certain special circumstances that have been duly considered in granting the lease, it is not open to Government to question his right to transfer his leasehold interests even if involves a subdivision of the site.

2. The assumption made in paragraph[h 2 of your letter under reply, viz., that if the buildings erected on any part of the site do not contravene the terms of the lease, no action can be taken is correct.

18/131/L/C & L/44 dated 21st August,1944.

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 register maintained by 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 Officers Grants Register (Building Sites).

The Grants Register (Building Sites) together with the duplicates of the leases themselves will form the main record of the transaction and must be carefully preserved.

The Register should be found particularly useful as time goes on, as it will contain information about applications refused as well as those accepted, and it should, therefore, always be consulted when new applications are received.

Suitable kinds of loose leaf register, consisting of stout covers and as arrangement by which papers can be securely filed therein and any one paper can be removed without disturbing the others, can be obtained from any recognized firm of stationers. The application forms will in the first instance be filed in chronological order in which they are disposed of, but when the time comes finally to bind up the whole Register it will always be possible, and may be found more convenient for purposes of reference to re-arrange them in the order of the number of the holding to which they relate.

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 purposes 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.

(i) Terminable leases for short periods of under 30 years, in Schedule IX, may be found necessary for temporary buildings or enterprises of a speculative or experimental nature, or where the land may be required for Government purposes in the future and should not, therefore, be disposed of on a long lease.

(ii) A lease in Schedule X should only be granted where such a course appears to be advantageous to Government. The rent reserved should ordinarily be at a reasonable commercial rate.

(iii) The lease form in Schedule XI is intended for use in cases where, in the past, it was the practice to make free grants of land for religious or public purposes, especially for mosques, temples and the like. Free grants are prohibited under these rules. This form is not to be used in every case where land is required for a public purpose, but only where the particular circumstances render such a course desirable and justifiable. There may be, for example, educational institutions which are well able to pay the market rate of rent and, if so, there is no reason why they should not execute a lease in the form given in Schedule VIII or possibly Schedule X.

(iv) Leases of sites for Religious Purposes.

As a "deed of grant" is not to be used for the grant of a site for religious purposes, and, in the case of a lease reserving rent, executed by Trustees, there is no security for the payment of rent except for the personal obligation of the trustees, leases for such sites should be granted on payment of a suitable premium in lieu of rent and the lease should be executed in one or other of the modified forms of Schedule XI in clauses (a) and (b) below:-

402LC/AD4 dated 6th February, 1934.

(a) Schedule xi (Modified). Building lease in perpetuity on favourable terms for a Public purpose where no rent but only a premium is charged.

4220 LC/D4 dated 20th December, 1937.

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 Cantonment 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 premium of Rs. _____ Paid by the lessee/lessees 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 admeasurements _____ situated 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 colored 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

I. AND THE LESSEE DOTH/LESSEES DO hereby covenants with the Lessor:-

- (1) From time to time 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.**

- (2) Within calendar months next after the date of these presents at his/their own cost to erect and finish fir 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.**

- (3) 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**

- (4) 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.**

- (4) Upon every assignment transfer or sublease of the premium hereby demised or any part thereof or within one**

calendar month thereafter to deliver a notice of such assignment transfer or sublease to the Military Estates Officer setting forth the names and description of the parties to every such assignment transfer or sublease and the particulars and effect thereof.

II. PROVIDED ALWAYS that 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 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 expressions "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 assignees and in the case of the latter his/their heirs executors administrators, representatives and assignees.

The Schedule above referred to.

All that piece and parcel of land situated 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

INWITNESS 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.

(b) Schedule xi (Modified). Building Lease in Perpetuity on Favourable Terms for a Public Purpose where no Rent but only a Premium is charged and where it is proposed to extend an existing Site and Buildings already exist on the site.

4220 LC/D4 dated 28th December,1937.

225 LC/D4 dated 23rd January,1938.

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 Cantonment 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

NOW THIS INDENTURE WITNESSETH in consideration of the premium of Rs. Paid by the Lessee/Lessees and of the Covenants of 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 situated at in the Cantonment of which said plot of land is more particularly 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

I. AND THE LESSEE DOTH/LESSEES DO hereby Covenant 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 hereafter be imposed, charged or assessed upon the premises hereby demised or the buildings erected thereupon or the landlord or tenant in respect thereof.**

- (2) Not to erect or suffer to be erected on any part of the premises hereby demised any building other than and except the existing**

without the previous consent in writing of the Officer Commanding-in-Chief, the Command.

- (3) 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

- (4) 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.
- (5) Upon every assignment transfer or sublease of the premises hereby demised or any part thereof or within one calendar month thereafter to deliver a notice of such assignment transfer or sublease to the Military Estates Officer setting forth the names and description of the parties to every such assignment transfer or sublease and the particulars and effect thereof.

II. PROVIDED ALWAYS that 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 "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.

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 without a premium, and the rent payable under the lease shall be put to auction.

(2) The period for which a lease is auctioned shall ordinarily be one year, but may, at the discretion of the Military Estates Officer, be extended to a period not exceeding four years.

(3) The period for which a lease is auctioned may, if the estimated market value of the site does not exceed Rs. 10,000, be extended up to ten years with the concurrence of the Collector and the approval either of the Office Commanding-in-Chief, the Command or of such other authority as the Central Government may appoint for this purpose.

(4) An extension of the period for which a lease is to be sanctioned beyond ten years, or beyond four years when the market value of the site exceeds Rs. 10,000 shall require the concurrence of the Collector and the approval of the Central Government:

Provided that, in any cantonment specified by the Central Government in this behalf and in each case with their previous sanction or the sanction of such other authority as they may appoint for this purpose, the period of the lease may, exceed four years and the rent payable under a lease the period of which exceeds four years may be fixed by private treaty with the lessee.

(i) For the powers of the Collector, see note (i) to rule 24.

(ii) under the proviso to clause (19) of rule 13 of the Cantonment Land Administration Rules, 1925, and under the proviso to rule 32 of the Cantonment Land Administration Rules, 1937, the following cantonments have been specified to be cantonments in which, with the previous sanction of the Central Government in each case, the period of the lease may exceed four years and the rent payable under the lease, the period of which exceeds four years, may be fixed by private treaty with the lessee:-

Jubbulpore.

Saugor. Late Army Department letter No.32243/9/A.D.

Pachmarhi dated the 11th November,1927.

Nasirabad **Late Army Department letter No. -LC/D4.**

Dated the 10th April,1934.

Kamptee.

Hyderabad (Sindh).

Shahjahanpur. **(short term leases for four year renewable up to 16 years). Late Army Department letter No.3452.L.C/AD.4. dated the 28th October,1935.**

Delhi. **Defence Department letter No.4498-L.C./D4. dated the 21st December,1940.**

33. Agricultural Land: Method of disposal.—(1) The Military Estates Officer shall, in ample time before the commencement of the cultivation season, publish a notice in the form prescribed in Schedule XII giving particulars of the lands available for disposal the date on which the time and place at which and the conditions under which they will be disposed of; shall also fix a reserve price, which shall not be disclosed to the public for the rent of each separate holding in accordance with the rate prescribed by the standard table of rents prepared under rule 8 and shall on the date and at the time and place appointed, put the lease of the lands to auction to the highest bidders.

Provided that in special cases and for special reasons and with the previous sanction of the Officer Commanding-in-Chief, the Command, the Military Estates Officer may call for tenders for the sale of the lease instead of putting it to auction.

(2) The result of the auction or the tenders, shall be reported to the Officer Commanding-in-Chief, the Command for his approval and if the Officer Commanding-in-Chief, the Command approves, the sale of the lease shall be deemed to be duly confirmed.

Provided further that in special cases and for special reasons to be recorded in writing the Office Commanding-in-Chief, the Command may sanction the sale of a lease for a period not exceeding one year when the reserve price has not been reached.

(i) Auction of Agricultural Lands.

There is no objection to the Executive Officer, as the agent of the Military Estates Officer actually carrying out the auction of agricultural lands subject to confirmation of the auction by the Military Estates Officer. The date, time, place of auction conditions and reserve price for the rent of each case is, however, to be fixed by the Military Estates Officer.

605R/D4 dated 10th June,1939.

(ii) Acceptance of a bid lower than the highest bid.

Discretionary powers cannot be vested in the Officer Commanding-in-Chief, the Command to accept a lower bid than the highest in auctioning leases of agricultural lands as such would be opposed to the spirit of this rule. The Military Estates Officer and his agent, the Executive officer should know the value of the land he is auctioning. He has power to accept a bid and close the auction at any stage, provided the reserve price has been reached, if he knows that the bidding is going too high.

34064/1/AD dated 14th April,1927.

(iii) Prevention of the Acquisition of Prescriptive rights.

Case must be taken that individuals do not acquire prescriptive rights in land by being allowed to take the same fields year after year, this can be done by adhering to short term leases; disposal by auction and a strict enforcement

of the clause in the lease which prohibits the erection of any thing in the nature of permanent buildings on the land.

(iv) Sale of agricultural lease by tender.

Leases of agricultural land must ordinarily be auctioned, tenders should only be called for it is known that ring is formed to keep down the bidding at an auction.

The leasing of a plot of agricultural land by private treaty other than in cantonments specifically specified by the Central Government under the proviso to rule 32, *viz.*, in the cantonments shown in note (ii) to rule 32, and without the previous sanction of the Central Government in each case would be a contravention of these rules.

365R/AD dated 12th September, 1933.

(v) Recovery of rent of agricultural land.

The provisions of the lease form prescribed is Schedule XIV for the recovery of rents in advance must be strictly adhered to. This is a statutory obligation and neglect of it results in accumulation of arrears and avoidable loss to the State. Military Estates Officers should bring to the notice of the Deputy Director, Military Lands and Cantonments all cases of default of payment of rent within a fortnight of such default. The Deputy Director will then decide on the merits of each case whether the contract should at once be cancelled or the individuals concerned be given a further opportunity to meet his obligations.

6755L/CIL, dated 7th October, 1942.

177A/AD4, dated 24th August, 1931.

(vii) Determination of agricultural leases and suits for ejectment

and recovery of rent.

The form prescribed in Schedule XIV contains two clauses empowering Government to resume—one under clause II without any cause being assigned, and the other under clause IV for non payment of rent. Compensation for standing crops is payable if the former power is used but not so if the latter power is utilized. In the latter case, however, the tenant may get relief under section 114 of the Transfer of Property Act. A suit for ejectment will be necessary if the Lessee refuses to give up possession.

The sanction of the Government of India must be obtained before a suit is instituted by the Military Estates Officer for the ejectment for non-payment of rent or for the recovery of arrears of rent. To meet emergent cases there is no objection to suits being instituted without the prior approval of Government when it is necessary to take immediate action and obtain an injunction. Action in such cases should be taken in consultation with the local Government Pleader and a report of the action taken submitted to Government.

In the late Army Department letter No.426-R/A.D.4 dated the 15th June,1931, the Government of India has delegated power to Cantonment Boards to sanction the institution of suits for the recovery of arrears of rent in the case of all agricultural lands under their management and leased by them.

840 R/AD4 dated 16th December,1930.

591 R/AD4 dated 11th September,1931.

841 R/AD4 dated 17th December,1930.

426 R/AD4, dated 15th June,1931.

34. Record 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 Lands).

(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) Leases 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.

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 Officer's Grants Register (Agricultural Lands), the Military Estates Officer's Land Revenue Register and the General Land Register:

Provided that is 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 landing class "B" (4), for any purpose not otherwise covered by these rules:

Provided that the previous sanction of the Central Government, or 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 a 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 Grants 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).

(i) Application of Rule 37.

This rule provides for the leasing of land which cannot accurately be described as either "building" or "agricultural".

It is intended primarily for use in leasing recreation grounds, golf courses and race courses and may also be used for leasing lands for a number of years where the rules regarding the issue of licenses might in other respects be suitable, for instance, for a plot of land which may be required for the storage of wood, or by potters etc.

757-L/D4, dated 9th March, 1938.

(ii) Delegation of powers to Sanction Leases made rule 37.

In Defence Department letter No.400-R/D.4 dated the 6th June,1939, the Central Government has appointed the Officers Commanding-in-Chief, Northern, Eastern and Southern Commands and the Commander, Western (Independent) District, (see note (ii) to rule 2), as the "other authority" under rule 37 for the purpose of sanctioning a lease for a period not exceeding five years.

(iii) Form of Lease under Rule 37.

No lease form has been prescribed for the grant of a lease of land under this rule. The form prescribed in Schedule XIV should be adopted to meet the circumstances of each case.

757-L/D.4 dated 9th March,1928.

38. Disposal of site on lease for miscellaneous purposes—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.

(i) The auction of a lease for miscellaneous purposes must be held by the Military Estates Officer in person.

605-R/D.4 dated 10th June,1939.

39. Temporary occupation of land under Licence—(1) Notwithstanding the provisions of any of the foregoing rules, but subject to the provisions of rule

44, 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 the Military Estates Officer.

(3) The Military Estates Officer shall maintain a register in the form prescribed in Schedule XVIII, which shall be called the Military Estates Officer's Grant 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.

(i) Licences are not to be granted under this rule for the erection of verandahs or chabutras in bazaars or for the occupation of land for the construction of anything in the nature of a building; they are to be strictly confined to such objects as the use of land by a traveling circus, temporary storage of timber, building materials or similar purposes.

(ii) Before issuing a temporary licence under this rule for the use or occupation of Class A(2) or Class B land for any purpose, the Military Estates Officer should consult the Cantonment Board as to whether there is any municipal objections to the use or occupation of the land for the purpose applied for. Military Estates Officers and Cantonment Boards should make payment in advance one of the conditions of a licence and should take early steps in case of default of payment.

453-2A/D4 dated 10th December,1937.

(iii) A licence is Schedule XVII will be prepared in triplicate, the original will be given to the applicant; the duplicate will be given to the Military Estates Officer's representative in the cantonment and will be returned by him to the Military Estates Officer on the expiry of the period for which it has been granted with a report whether the land has been vacated and from it an entry will be made in the Military Estates Officer's Grants Register (Temporary Licences).

(iv) Under rule 39, the licenses to be granted are for fixed period for the occupation of land, the consideration being fees to be fixed by the Military Estates Officer. These licenses, therefore, come within section 105 of the Transfer of Property Act, and should be stamped as leases.

72M/AD4 dated 5th February,1931.

(v) REMOVAL OF MATERIAL FROM QUARRIES. The Military Estates Officer cannot levy royalty on Military Engineer Services, Contractors for removal for military purposes of material from Class B(4) land under his management.

300 R/D4 dated 13th April,1938.

(vi) CONSTRUCTION AND MAINTENANCE OF RETAINING WALLS TO SUPPORT HOUSES IN HILL CANTONMENTS. If a retaining wall is considered to be necessary for a proposed building, the most satisfactory arrangement would be for a grant of sufficient extra land for the purpose. In such cases an agreement should be executed in the form given in note (iii)(b) to rule 6.

2971-LC/D4 dated 11th August,1937.

40. Transfer of right to grant Licenses for temporary occupation of land—Notwithstanding anything 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 licenses 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.

(i) The Military Estates Officer should not himself normally undertake the issue of grazing passes or of temporary licences for picketing cattle and

such like objects. Areas for grazing should normally be demarcated and the grazing rights may be sold to the Cantonment Board on payment of one third of the gross receipts from such land. The General Officer, Commanding-in-Chief, will, however, have full discretion to vary the payment if and when necessary.

Similarly in the case of picketing animals and similar objects, the rights to grant licences may be transferred to the Cantonment Board by agreement. In cases where the Military Estates Officer cannot manage the grazing without extra staff or extra expenditure, the rights should be leased to the Board on terms to be settled by the Officer Commanding-in-Chief, the Command.

190-B/D4 dated 17th June,1938.

The Military Estates Officer is not obliged, when entering into a agreement with the Board for the transfer of grazing rights, to transfer the rights on all grazing areas under his management. He is at liberty to reserve specified areas to be licensed by himself at full rates, for instance for the purpose of military dairy contractors.

(ii) In agreements made with Cantonment Boards for the leasing of grazing rights on Class "B" lands which are under the management of the Military Estates Officers, provision should be made for the Boards to undertake the sanitary conservation of the land involved.

Where Class "B" lands are not included in grazing agreements and require conservancy establishment to look after them, an agreement should be made with the Board to undertake the sanitary conservation thereof on payment of the necessary charges, if such a course is more advantageous to Government than the engagement of separate establishment by the Military Estates Officer.

109B/D4 dated 30th March,1938

(ii) Before a grazing contract is given by the Board or Military Estates Officer, it should be carefully ascertained whether the contractor possesses

sufficient means compatible with the amount involved in the contract, and whether he will be able to fulfill the obligations imposed on him by it.

475 A/1/D4 dated 3rd January,1936.

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

(i) If the Officer Commanding the Station is of opinion that special conditions should be inserted in a particular lease, his recommendation should be submitted to the Central Government through the Military Estates Officer.

(ii) LEASES IN PERPETUITY FOR PUBLIC PURPOSES WHERE NO RENT BUT ONLY PREMIUM IS CHARGED.

For the form of lease to be used in such cases, see note (iv) to Rule 31.

(iii) LEASES TO ARMY CONTRACTORS FOR REGIMENTAL INSTITUTES.

The following conditions are to be inserted in leases for sites on class A(2) land to Army Contractors for regimental institutes.

(a) The lease should be for five years or until the Lessee's contract with the regimental authorities in the station is terminated, whichever is the shorter period or for five years with a proviso for termination in that event. The Lessee will have the right to remove the buildings within one month of the determination of the lease unless Government choose to buy them at a valuation within this period. If Government refuse to buy the buildings and if within the said one month Government execute a fresh lease of the site

thereof with another contractor, the Lessee may transfer the buildings to the new contractor instead of removing them.

- (b) If Government do not buy the buildings and the Lessee fails to transfer them to the new contractor, if any, within one month of the determination of the lease, or to remove them within that period, as provided for in clause (a) above, the Lessee shall forfeit all claim to the buildings which shall become Government property without payment of any compensation whatever.

If the site is to be leased again, it may be left to the contractors mutually to settle, within one month, the valuation of the buildings, the execution of the new lease being deferred until they come to a decision in the matter or until the stipulated period of one month expires.

The land should, in no case, be leased rent free. The Officer Commanding-in-Chief, the Command can, however charge a nominal rent under his own powers if in any case he considers that a concession is necessary and can be justified.

3625LC/D4 dated 9th November, 1935.

(iv) LEASES TO ARMY CONTRACTORS FOR STATION AND REGIMENTAL DAIRIES.

The following provisions are to be embodied in a lease to a contractor for a Station or Regimental Dairy on Class "B" land.

- (a) The lease shall be for a limited period not exceeding ten years. In the case of British units, if, at the end of that period, the Military Farms Department are not in a position to open a Government Dairy or depot, the lease may be extended for five years. In the case of India units, the lease may be renewed at the Lessee's option in five year periods up to a total of twenty five years.

- (b) If at the expiry of any period of the lease, the Military Farms Department erect a Government Dairy or depot, not further extension will be granted.**

- (c) If the Lessee's contract with the Military authorities is terminated earlier for any reason, the lease shall automatically cease to operate.**

- (d) The Lessee shall have the right to remove the buildings within one month of the expiry or determination of the lease unless Government choose to buy them at a valuation within the period. If Government refuse to buy the buildings and if within the said one month Government execute a fresh lease of the site thereof with another contractor, the Lessee may transfer the buildings to the new contractor instead of removing them.**

- (e) If Government do not buy the buildings and the Lessee fails to transfer them to the new contractor, if any, within one month of the expiry or the determination of the lease, or to remove them within that period, as provided for in clause (d) above, the Lessee shall forfeit all claim to the buildings which shall then become Government property without payment of any compensation whatever.**

It may be left to the contractors themselves to settle mutually, within one month, the valuation of the buildings, the execution of the new lease being deferred until they come to a decision in the matter or until the stipulated period of one month expires whichever is earlier.

4032 LC/D4 dated 27th November, 1936.

(v) LEASES FOR PETROL PUMPS AND FOR PETROL INSTALLATIONS.

When long term leases in Schedule VIII are executed for petrol installations, the condition in the lease under which the buildings standing on

the site become Government property on the expiry or sooner determination of the lease may not be relaxed. In the case of short term leases executed in Schedule IX for petrol pumps, the following modification may be made in Covenant 1(7) of the lease:--For the words "on the expiration or sooner determination of the said tem to yield up the same in such good and substantial repair unto the Lessor" the following words may be substituted "on the determination of the lease, if the Lessee is not granted a fresh lease of the site, the pump and other erections shall be cleared and all excavations shall be filled in to the satisfaction of the Lessor within one month of the determination of the lease".

3595 L/D4 dated 15th May,1942.

620 R/D4 dated 29th September,1936.

(vi) LEASES OF LAND FOR MILITARY CINEMAS:

Quartermaster General's letter No.51139/Q3 dated the 8th August,1940, as amended by Quartermaster General's letter No.51139/Q3b dated the 12th February,1943, prescribes the rules for Military Cinemas for British Troops.

These rules prescribe that no military cinemas will be installed without the sanction of the District/Independent Area Commander and that nor more than one military cinema will be installed at any station except under very exceptional circumstances. District/Independent Area Commanders are authorized to approve contracts for new cinemas and renewal of existing cinemas provided that there is no departure from the standard form of agreement as contained in Appendix I to the above Q.M.G.'s letter.

If the contract involves the leasing of land for the contractor to erect his own cinema, and the land in question is class B(4), the previous sanction of the Central Government will be obtained if the lease is to be granted for any term by private treaty, vide rule 26, and if the land is Class A(2) or A(1) to be transferred to A(2) and the period of the lease is to exceed five years, the previous sanction of the Central Government will be obtained under Rule 14(4).

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 the 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 but to preserve the same in good order.**
- (4) Not to make any excavation in the land hereby demised or remove any 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.**
- (5) Within calendar months next after the date of these presents at his/their own cost to erect and finish on the premises hereby demised fit for use a cinema together with all necessary outhouses, sewers, drains and other appurtenances 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 without the previous consent in writing of the Officer Commanding-in-Chief, the Command.**
- (6) At all times during the said term to keep the said cinema and premises in good and substantial repair and not to make any**

alterations in the plan or the elevation of the said cinema without such consent as aforesaid not to use the same nor permit the same to be used for any purpose other than that of a cinema.

- (7) On the expiration of the said term the Lessor shall have the right to purchase the said cinema buildings from the Lessee/Lessees on payment to the Lessee/Lessees of the value of the buildings as assessed by the Garrison Engineer of otherwise the Lessee/Lessees shall have the right to sell them to the incoming contractor, if any, failing which, he shall be entitled to remove the buildings within one month of the expiration of the demise.**

- (8) In the event of the Lessor not purchasing the said cinema buildings or the Lessee/Lessees nor being able to sell them to the incoming contractor, if any, or if he fails/they fail to remove the buildings within one month of the determination of the said term, the Lessee/Lessees shall peaceably yield up the same in such good and substantial repair unto the Lessor, and the Lessee/Lessees shall forfeit all claim to the buildings which shall remain to the use of and be vested in the Lessor and the Lessee/Lessees shall not entitled to any compensation whatever.**

- (9) To conduct the demised premises as a cinema in accordance with the terms of an agreement to be executed between the Lessee/Lessees and the officer Commanding Station in the form attached.**

II. PROVIDED ALWAYS and notwithstanding anything aforesaid 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 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 or if for any reason the said cinema agreement is terminated before the expiration of the lease 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.

Signed by the above named in

The presence of

Witness.

42. Deleted.

REMISSIONS OF RENT AND WRITING OFF

IRRECOVERABLE ITEMS.

In Defence Department letter No.3534-G/D.4. dated the 29th May,1942, the Government of India has authorized all the Deputy Directors, Military Lands and Cantonments and the Deputy Assistant Director, Military Land and Cantonments, Eastern Army, to sanction the write off, with the concurrence of the Controllers of Military Accounts concerned, of irrecoverable items of revenue from land in the management of Military Estates officer up to a limit of Rs. 500/- (rupees five hundred) only in any individual case. It has also authorized them similarly to grant remissions up to this limit of rent due for land and houses or money due in respect of sales of wood, fruits and grass in regard to land in the management of Military Estates officers in any individual case. The remissions should be granted only for special reasons such as failure of crops, fall in the price of land products, irrecoverability of any items of revenue where filing a suit may not be considered advisable, etc. In the case of remissions on account of a fall in the price of land products, the Local Civil authorities should be consulted in the first instance.

3534G/D4 dated 29th May,1942.

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 areas 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 suits 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;**

- (iv) that all receipts from the land shall be credited in full to the Cantonment Fund;**

- (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 therefore 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.

- (i) ***Responsibility for Safeguarding Government's interests in land entrusted to the management of a Board.***

The responsibility of safeguarding Government's interests in land entrusted to the management of a Board within areas which have been declared by notification under section 43A of the Cantonments Act, 1924, to be bazaar areas rests primarily with the Board.

Whenever an encroachment on Government land inside a bazaar area comes to the notice of the Board, they should make an attempt to settle amicably by inducing the encroacher to remove the same or to regularize it by the execution of a lease, the latter course being adopted only when it is considered advantageous to the State. If, however, it becomes clear to the

Board that the case has to be taken to a Court of Law, they should hand over all the papers relating to the encroachment to the Military Estates officer concerned for further action.

3795-L.C./1/D4 dated 15th February,1938.

618-R./D.4 dated 8th July,1938.

(ii) Verification of Cantonment Boundaries.

The boundaries of all Cantonments are, annually in March, to be compared on the ground with the gazetted description of the same and a certificate is to be furnished to the Officer Commanding-in-Chief, the Command, together with a report of any pillars damaged or missing and of any encroachments on the boundaries. Cantonment Boards should clear, at the cost of the cantonment funds, the undergrowth around the pillars which may be necessary for the proper verification of the boundaries.

4459-L./D4, dated 30th December,1940.

***(ii) Institution of suits for, the recover of rent of land
under the management of a Board.***

Cantonment Boards have no power to institute suits for the recovery of rents for lands, other than agricultural land, leased by them, without the sanction of the Government of India. In the case of agricultural lands, the Government of India in the late Army Department letter No.426-R/A.D.4 dated the 15th June 1931, has authorized Boards to sanction the institution of suits for the recovery of arrears of rent. (see note (vi) to rule 33). Sanction of the Government of India is required for the institution of suits for ejectment for non-payment of rent.

A suit to recover arrears of rents should not be filed unless the BOARD concerned is satisfied. After consulting the local civil authorities, that the other

party has sufficient property on which a decree can be executed. In discriminate civil suits without ascertaining the financial position of the defaulters, mean the expenditure of good money after bad.

591-R./A.D4 dated 7th September, 1931.

840/R/A.D4 dated 16th December, 1930.

(iv) Quarries under the management of a Board.

The Board are at liberty to charge a royalty on all materials removed from quarries which are their own property, or are properly vested for management in them, subject to the proviso that where quarrying on Government land in a Cantonment is directly carried out by Government (i.e., not through a contractor) for a public purpose, no royalty shall be charged.

Where quarrying on such land is undertaken by Government, either directly or through a contractor, the quarrying shall only be carried out at such places as may be set apart for the purpose by the Board. The above applied to the removal of earth for building and other purposes as well as quarrying stones etc.

30664/1/AD dated 2nd January, 1926.

30664/3/AD. Dated 1st April, 1926.

***(iv) Issue of Resumption notices in respect of land under
the management of a Board.***

Resumption notices in respect of sites inside bazaar areas or otherwise under the management of the Cantonment Board will be issued by the Military Estates officer concerned.

111-R./D4. dated 17th February,1938.

(vi) Transfer of properties form the party to another in bazaar areas placed under the management of Cantonment Board.

11880/1/D4, dated 1st November,1941.

Transfer of properties from one party to another in bazaar areas

placed under the management of Cantonment Boards.

1. Transfer of properties from one party to another in areas in class I and class II Cantonments, *which have been declared by notification under Section 43A, Cantonments Act, to be bazaar area.* In view of Government's policy not to interfere with the administration of areas notified under Section 43A, Cantonments Act, to be bazaar areas but to leave it to Boards to deal with all applications for new sites, sub-divisions of sites, extension of sites, change of purpose, regularization of encroachments or erection of additional buildings in these areas in any manner they think proper subject to the provisions of the Cantonment Land Administration Rules, and the Cantonment Property Rules, and also as it is Government's policy not to enforce any restrictions within these areas in the way of demanding new leases for old grant sites when sub-divided, or when additional buildings are erected or when the purposes for which they were granted are changed the Government of India authorize Cantonment Boards in class I and class II Cantonments to sanction the transfer of sites form one party to another in these areas in every case where their sanction giving similar authority where his sanction is required subject to the following conditions:-

- (a) No sanction shall be given where it appears that Government's claim to proprietary rights in the site is being denied (for example if the transfer recites that the land belongs to the transferor or purports to transfer full ownership thereof) such cases should be referred to the Central Government (with recommendation of the Officer Commanding-in-Chief) for orders.**

- (b) Where the conditions on which the land is held are forthcoming and these conditions provide that the transferee shall sign an acknowledgement as to the conditions on which the land is held, such acknowledgement shall be obtained before the sanction is given.

II. Transfer of properties from one party to another in areas in class I, II and III Cantonments *which have been notified as bazaars under rule 2(b), Cantonment Land Administration Rules, 1937*, other than areas in class I and II Cantonments which have been notified under section 43A of the Cantonments Act.

The Government of India authorize the Cantonment Boards to sanction the transfer of the site from one party to another on these areas in every case where their sanction is required, and have no objection to the Officer Commanding Station giving similar authority where his sanction is required subject to the following conditions:-

- (a) No sanction shall be given where it appears that Government's claim to proprietary rights in the site is being denied; such cases should be referred (with the recommendation of the Officer Commanding-in-Chief) to the Central Government for orders.
- (b) Where the conditions on which the land is held are forthcoming and these conditions provide that the transferee shall sign an acknowledgement as to the conditions on which the land is held, such acknowledgment shall be obtained before sanction is given.
- (c) Sanction shall not be given to a transfer which involves the subdivision of a site without first referring the case to and obtaining the orders of the Officer Commanding-in-Chief, the Command.

11880/1/D4, dated 1st November, 1941.

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 bazaars 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 rule 10 shall be performed by the Board in respect of land in bazaars 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 bazaars, which is under the management of the Board.

(ii) every report of the transfer of any right or interest in land other than land in bazaars made to the Executive Officer under section 73 of the Act; and

(iii) every change necessitating an alteration in the plans of bazaar areas.

(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 immoveable property outside bazaars registered under sections 54, 59, 107 or 123 of the Transfer or 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 immoveable property outside bazaars 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 rule 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 Licenses) and Register of Fees for Motor Vehicle Parking Licenses, respectively and the forms prescribed in the Schedule 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 show all payments due, and made, to the Central Government.

(i) At the close of each year, the Cantonment Board shall send to the Military Estates Officer a copy of every page of the register in Schedule XIX. The Military Estates Officer will compare these with his registers and bring to the notice of the Deputy Director, Military Lands and Cantonments and case where the full amount due to Government has not been paid.

47. Disposal of Land by 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 by Station in rules 18, 19, 20 and 37;

- (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 rule 17, 18, 19, 21, 22, 24, 30, 33 and 36 and sub-rule (2) of rule 37;**
- (e) no reference to the Collector shall be required under rule 24 and 26; and**
- (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 bazaar area.**
- (g) Where a lease is in respect of a site within an area referred to in clause (f) for the references to the Officer Commanding-in-Chief the Command, in conditions 1(5) of the Forms of lease set forth in Schedules VIII, IX and X in condition 1(3) of the Form of lease set forth in Schedule XI, there shall be substituted references to the Board.**

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 authorized 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

49. Entry on and Inspection of land under management of a Cantonment Board—(1) The Military Estates Officer or any person authorized 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 nay works which have been are being, or are about to be executed in or on such building of 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 1

(See rule 3[1])

GENERAL LAND REGISTER

VOLUME

PAGE

Survey Number, 100			Reference G.L.R. Volume,					Page			
1	2	3	4	5	6	7	8	9	10	11	
Mutations			Area Acres/S feet	Description	Class	By whom mana ged	Land lord	Holder of occupancy rights	Nature of holders rights	Rent payable per annum	
Detail of and date of mutation and initials of Military Estates Officer	Subsidiary Survey number	Volume and page or register								To Central Govt.	To Canton ment Board

1.5 acres leased to A.B. (Sgd) x.y.	100/1	Vol 6.	7.5 acres	Vacant	B 4	MEO	G of I	Nil					
		p.3	6	Vacant	B 4	MEO	G of I	Nil					

Contd in Volume on page

SCHEDULE II

(See rule 8)

STANDARD TABLE OR RENTS

Survey Number	Description	Annual Rental Value				Remarks
		Agricultural		Non Agricultural		
		Acre	100 s.ft	Acre	100 s. ft	

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SCHEDULE III

(See rule 12)

MILITARY ESTATES OFFICER'S LAND REVENUE REGISTER

19 19

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/Lessees") of the other part WHEREAS the Lessee/Lessees was/were solely entitled to the benefit of the within written lease No.

dated registered at as No. on on the day of its expiry and requested the Lessor to renew 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/Lessees 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/Lessees from the day of 19 for the term of the 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 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/Lessees 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 herein 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 been erected the Lessee/Lessees shall not be under any obligations to erect another.

IN WITNESS whereof, 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

Page No.1

Survey No.

SCHEDULE V

(See rule 17)

MILITARY ESTATES OFFICER'S

_____ **GRANTS REGISTER**

CANTONMENT BOARD'S

(BUILDING SITES)

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

To,

The Military Estates Officers,

Cantonment.

The Executive Officer,

Date.

SIR,

**I have the honour to apply for the grant of lease of _____ acres of land
situated 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.

NOT 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 Cantonment Act, or of any applicable byelaws thereunder.

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

GRANTS 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 for 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.**

[Not applicable to areas declared by notification under section 43-A of the Cantonments Act, 1924, (II of 1924) to be bazaar areas].

- 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 one 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/ Commanding-in-Chief, the 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.

Executive officer.

Page 3.

Dated.

Plan of site.

Survey number.

Sub-division.

Area.

Surveyed and demarcated on ground.

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.

Military Estates Officer.

Dated.

SCHEDULE VI.

(See rule 21)

LEASE OF 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 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.**

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 as may be approved by the Cantonment Board under the provision of the Cantonments Act within a period of 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 minerals, 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 nor 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 may 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.

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 bidding 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 to ten per cent 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 the 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.

*** Here state also whether the lease is renewable or not.**

+ The portion in brackets to be omitted if the lease is for less than 30 years and is not renewable.

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 be annual 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, made this day of the lease of the 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 he 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

Signatures

*** The form of the lease to be executed to be annexed to this memorandum before 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 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 hachured 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 contained by admeasurement _____ situated 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 edged pink TOETHER with all rights, easements and appurtenances whatsoever to the said plot of land belonging or in any wise appertaining EXCEPTING AND RESERVING unto His Majesty 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 damage 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 hereafter be imposed charged or assessed upon the land hereby demised including the buildings erected or to be erected thereon or upon 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 neighborhood.

(3) Not to erect or re-erect or suffer to be erected or re-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 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 it 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 notwithstanding the waiver of any previous cause forthwith terminate this lease without compensation but thereafter the premises thereby 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 FURTILER AGREED AND DECLARED that the Lessor shall be at liberty at any time to appropriate the said land and buildings under the provisions of the Cantonments (House Accommodation) Act VI of 1923 as amended and re-enacted from time to time.

IV. PROVIDED FURTILER AND IT IS HEREBY AGREED AND DECLARED that in future 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 any part thereof are at any time required for a public purpose the Lessor shall be at liberty to terminate this demise and acquire the said land and buildings on paying the lessee(s) the market value (plus 15 per cent) of the buildings

