

4/t

No. 11013/2/2016/D (Lands)
Government of India
Ministry of Defence

New Delhi, the 20th April, 2022

To

✓ The Director General Defence Estates
New Delhi

Subject : (a) Extension of expired/expiring Cantonment Code Leases of 1899 & 1912 and Cantonment Land Administration Rules, 1925 & 1937
(b) Renewal of Cantonment Code and CLAR leases whose full term has not expired

Reference MoD ID No. 11013/2/2016/D(Land) dated 10.03.2017 and IDs of even number dated 31.12.2018 & 15.02.2021 on the above mentioned subject.

2. I am directed to convey that the applicability of the interim policy issued vide MoD Letter No. 11013/2/2016/D(Lands) dated 10.03.2017 is extended beyond 31.12.2021 for one year or till the finalization of new policy, whichever is earlier, to deal with the issue of extension/renewal of expired/expiring leases of Defence land granted under Cantonment Codes, 1899 & 1912 and CLAR, 1925 & 1937 on the terms and conditions mentioned in MoD letter dated 10.03.2017 under reference subject to the following amendments:-

3. The following are to be read after para 4 of MoD letter dated 10.03.2017:

"5.1 The issue of breach of lease terms and Government's right to take action against the same shall be delinked from the payment of lease rent for the continued occupation of the lease site.

5.2 Acceptance of rent for renewal of lease or extension of occupancy rights will be provisional and will not in any manner condone the breach of conditions, if any, in terms of the expired lease. The Govt of India or any of its functionaries including the DEO and the Cantonment Board will reserve the right to take legal actions for violation of any condition of the expired lease as per due process of law.

5.3 The applicants may submit online applications for extension or renewal of lease, as the case may be, on the basis of which a self-declaration, as per Annexure-A (for extension) or as per Annexure-B (for renewal), will be digitally validated by them. Annexure B will also facilitate submission of

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online application by applicants even for cases where breach of lease conditions are involved.

5.4 In case of extension of fully expired leases, payment of annual rent for the next year and arrears shall be made online and if opted for installment, the annual rent for the next year and first installment can be made within 90 days.

5.5 Based on the said self-declaration certificate, an automated provisional sanction for extension of occupation of defence land under the expired lease will be generated as per Annexure C.

5.6 For renewal of leases, online payment of arrears of lease rent and the annual lease rent for the next year shall be made online at the time of submission of online application.

5.7 For Schedule leases given under CLAR 1925/1937, provisional sanction for renewal will be generated as per Annexure D on the basis of self-certification, in cases where there are no breaches of lease conditions. For leases under Cantt Code of 1899/1912, provisional sanction for renewal will be issued, in cases where there are no breaches of lease conditions, only after obtaining consent of the Competent Authority. For this purpose, on receipt of the consent, the applicant will be informed through sms/e-mail for payment of lease rent/arrears online. On payment, provisional sanction will be generated as per Annexure D.

5.8 Formal sanction of the competent authority for extension or removal of lease, as the case may be, will be issued online through the lease portal, which includes reference to the Delegated Committee or intervention at the level of DGDE/MoD by following laid down procedure as in force."

4. The existing paras 5,6,7,8 & 9 of MoD letter dated 10.03.2017 are to be re-numbered as paras 6,7,8,9 & 10, respectively.

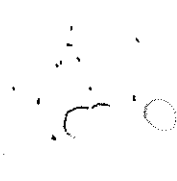
5. This issues with the concurrence of Ministry of Defence (Finance Division) vide their U.O. No. 31/Finance/Works-I/2022 dated 18.04.2022.

Yours faithfully,


(Sharmistha Maitra)
Director (Lands)

Copy to:

1. QMG, AHQ
2. PD(Works), Air HQ

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3. PD (Works), NHQ
 4. The CGDA, Delhi Cantt
 5. Ministry of Defence (Finance Division/W-I), New Delhi
 6. The DGA (DS), L-II Block, Brassy Avenue, New Delhi
 7. D (Air-II)

ANNEXURE A

EXTENSION OF FULLY EXPIRED LEASES

Self Declaration Certificate- auto-generated :

I/we, (Name/s), S/o/D/o/W/o (Name/s), resident of (address/es), do hereby solemnly declare and affirm that I/we am/are the applicant/s for extension of regularization of occupation of defence land admeasuring _____ SqMtrs / acres in GLR Survey No. _____ / Survey No _____ / House No _____ / Bungalow No. _____ of _____ Cantonment, which was held on _____ lease, the full tenure which has expired on _____ (date). The following information as provided by me/us is correct :

- (i) That no Eviction Order has been issued which is presently in force pertaining to the aforesaid leasehold site;
- (ii) That there is no on-going litigation regarding leasehold rights in respect of the aforesaid leasehold site;
- (iii) That no transfer, sub-lease or assignment of leasehold rights in respect of the aforesaid lease site have been made after the expiry of full tenure of the lease in respect of the aforesaid leasehold site;

I/we undertake that Acceptance of rent and extension of occupancy rights on provisional basis will not in any manner condone the breach of conditions, if any, in terms of the expired lease and the Govt of India or any of its functionaries including the DEO and the Cantonment Board will reserve the rights to take legal actions for violation of any condition of the expired lease as per due process of law.

I/we further undertake that in the eventuality of any of the aforesaid information furnished by me/us or any document submitted by me/us along with this online application, in support of any of the aforesaid information, is found to be incorrect or false or fabricated or forged, my/our present application shall be deemed to be rejected and I/we shall be liable for any legal action, as per due process of law. Further, any sanction for provisional extension of leasehold rights in respect of the aforesaid leasehold site or any final sanction for the said extension shall automatically be held as null and void and a nullity in the eyes of law.

I/we hereby indemnify the Govt of India, Ministry of Defence and also all its functionaries as well as the Cantonment Board of _____ Cantonment along with all its functionaries from any material loss, damage and any adverse legal implication including any litigation arising out of any decision taken relying upon any of the aforesaid information mentioned above and any document submitted along with this online application in support of any of these information, by me/us.

(Name/s)

Son of/Daughter of /wife of

Address/es

(Digitally signed and authenticated)

(By / on behalf of Lessee / Successor-in-interest of the Expired Lease)

RENEWAL OF LEASE

Self Certificate/Declaration- auto generated

I/we, (Name/s), S/o/D/o/W/o (Name/s), resident of (address/es), do hereby solemnly declare and affirm that I/we am/are the applicant/s for renewal of lease of the defence land admeasuring _____ Sq Mtrs / acres in GLR Survey No. _____ /Survey No _____/ House No _____/ Bungalow No. _____ of _____ Cantonment, which was held on _____ lease, the Ist/IInd term of which has expired on _____ and as per the terms and conditions of the said lease and that the lease is renewable for the IInd /IIIrd term of 30 years each*.

I / We give the following information and declare the same to be correct to the best of my knowledge:

- a) That there has been a transfer/sale purchase of the leasehold rights of the land in question or the part thereof (YES/NO)
- b) That the rights in land so transferred are more than the leasehold rights for which the lease was originally sanctioned (YES/NO /NOT APPLICABLE)
- c) That the leasehold rights so transferred or sub-leased or assignment of the leasehold has been done without obtaining prior permission of the Cantonment Board/DEO (YES/NO/NOT APPLICABLE)
- d) That the transfer of the leasehold rights or sub-lease or assignment of the leasehold land has been done and intimation to this effect required to be given to the Cantonment Board/DEO has been given within the stipulated time: (YES / NO / NOT APPLICABLE)
- e) That the leasehold site or part of the leasehold site for which renewal is being applied for is used for the same purpose for which the lease was given originally/ earlier (YES / NO)
- f) In case leasehold site is not being used for the same purpose for which lease was given originally/earlier, is there a change of purpose with the approval of the Competent Authority? (YES / NO)
- g) In case there is a change of purpose for use of leasehold land without obtaining permission of the Competent Authority, is the change from residential to commercial? (YES / NO)
- h) If there is a change of purpose from residential to commercial, is it for the livelihood of the lessee? (YES / NO)

- i) If the change of purpose from residential to commercial is not for livelihood of lessee, is it for commercial gain? (YES / NO)
- j) In case the change of purpose from residential to commercial, the date from which the purpose has changed : (calendar)
- k) Is the change of purpose from residential to commercial for the entire leasehold land or part thereof? (Entire/Part)
- l) If the change of purpose for part of leasehold land, the area put to commercial use : _____ sq mtrs
- m) Has any erection/re-erection or construction be carried out by the lessee on the leasehold site without obtaining sanction of CEO / Cantonment Board? (YES / NO)
- n) Has any defence land abutting leasehold land been encroached upon by the applicant / lessee? (YES / NO)
- o) Has any other condition of the lease deed been breached? (YES / NO)

I/we undertake that acceptance of rent and renewal of lease on provisional basis will not in any manner condone the breach of conditions, if any, in terms of the lease and the Govt of India or any of its functionaries including the DEO and the Cantonment Board will reserve the rights to take legal actions for violation of any condition of the lease as per due process of law.

* If more than one term of renewal is involved, the system will show such terms and period separately.

lease and the Govt of India or any of its functionaries including the DEO and the Cantonment Board will reserve the rights to take legal actions for violation of any condition of the expired lease as per due process of law.

(_____)
ON BEHALF OF DEO _____
CANTONMENT BOARD _____
(SYSTEM GENERATED)

ANNEXURE D

RENEWAL OF LEASE

(WHERE THERE IS NO BREACH OF LEASE CONDITIONS)

Auto-generated Provisional sanction, subject to payment within 90 days

Application no.....

Date (system generated)

Bar code

OFFICE OF THE DEO.....CIRCLE /CANTONMENT BOARD.....CANTONMENT
PROVISIONAL SANCTION

The application submitted by (Name/s), S/o/D/o/W/o (Name/s), resident of (address/es), for renewal of lease of the defence land admeasuring _____ SqMtrs / acres in GLR Survey No. _____ /Survey No _____/ House No _____/ Bungalow No. _____ of _____ Cantonment, which was held on Schedule VI of the CLAR, 1925/Schedule VIII of the CLAR, 1937/Form _____ of Cantonment Code 1899/1912 lease, the _____ term of which has expired on _____ and as per the terms and conditions of the said lease and that the lease is renewable for the _____ term of _____ years, is hereby sanctioned, provisionally, subject to :

- (i) Verification of the information submitted as per the self-declaration provided by the applicant vide his/her online application No. _____ ; and
- (ii) On Receipt of a sum of Rs _____ as arrears of rent and Rs _____ as rent for the year _____ in respect of the lease rent due.

2. This provisional sanction does not guarantee final approval by the Competent Authority empowered to approve the renewal of lease.

3. This provisional sanction has been issued on the basis of the information provided by the applicant by way of self-declaration and shall deemed to be null and void and a nullity in the eyes of law, *ab initio*, in the eventuality of any of the information submitted by the applicant by way of self-declaration and any document submitted in support thereof by the applicant, being found to be incorrect, false, fabricated and forged in any manner whatsoever.

4. Acceptance of rent and renewal of lease on provisional basis will not in any manner condone the breach of conditions, if any, in terms of the lease and the Govt of India or any of its functionaries including the DEO and the Cantonment Board will reserve the rights to take legal actions for violation of any condition of the lease as per due process of law.

(_____)
ON BEHALF OF DEO _____
CANTONMENT BOARD _____
(SYSTEM GENERATED)

