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No. 10504/DGNCC/ADM(A)/1249/B/D(CS-VI)  
Government of India,  
Ministry of Defence,  
New Delhi, the 30th September, 1988.

1988.

To

The Chief Secretary to the  
Government of (All State Governments).

Subject:- CONSTRUCTION OF RESIDENTIAL ACCOMMODATION FOR NCC  
PERSONNEL IN NON-MILITARY STATIONS-PROVISION OF  
COST FREE LAND BY STATE GOVERNMENTS.

Sir,

I am directed to say that a draft Licence Deed to be executed between the Government of India and the State Govt for transfer of cost free land by the State Govt was forwarded to the State Governments vide this Ministry letter No. 10500/NCC/ADM(A)/4447/D(CS-VI) dated 4th December, 1970.

2. In order to enable the Government of India to spend funds on the construction of residential accommodation for NCC staff on such land, it is necessary that some sort of ownership of land is transferred to them by the State Governments. Ministry of Law and Justice who were consulted in the matter have advised that a proper instrument for such transfer of land will be a lease deed and not a 'licence deed'.

3. Accordingly, a draft lease deed has been finalised in consultation with Ministry of Law and Justice and the Director General, Defence Estates and a copy of which is forwarded herewith for adoption of the State Governments/Universities etc so as to facilitate transfer of cost free land to the Government of India, Ministry of Defence.

Yours faithfully,

Sd/-

(H.D. SINHA)

Under Secretary to the Government of India.

Copy to:-

Dte Genl NCC.

QMG's Branch/Q3W(Policy).

E-in-C's Branch/E2A.

Naval HQrs.

Air HQrs.

DFA(GS). DFA(W). DFA(N). DFA(AF).

Dy Director General NCC (All States).

HQ Southern Command.

HQ Eastern Command.

HQ Central Command.

HQ Western Command.



DRAFT LEASE DEED

THIS LEASE is made on the \_\_\_\_\_ day of \_\_\_\_\_  
BETWEEN the Governor of the State of \_\_\_\_\_  
(hereinafter called 'the lesser' which expression shall, unless  
excluded by or repugnant to the context, include his successors  
in office and permitted assigns) of the one part AND the President  
of India acting through the DEO (hereinafter called 'Lessee'  
which expression shall, unless excluded by or repugnant to the  
context, include his successor-in-office and permitted assigns)  
on the other part.

WHEREAS the lessee is desirous of getting a suitable land  
at \_\_\_\_\_ District \_\_\_\_\_ for the construction  
of accommodation for service officers and personnel posted to  
NCC at \_\_\_\_\_.

AND WHEREAS the lesser has agreed to allot to lessee its  
land measuring \_\_\_\_\_ bearing Khasra No. \_\_\_\_\_  
situated near \_\_\_\_\_ more particularly described in the  
schedule hereto, free of cost and free of any rent, fee or  
premium for the aforesaid project for a term of 99 years which  
may be extended from time to time as per clause 4(3) of this  
agreement, on the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSES AND THE parties hereto thereby  
mutually agree as follows:-

- (1) In pursuance of the said agreement, the lesser hereby  
allots land measuring \_\_\_\_\_ bearing Khasra  
No. \_\_\_\_\_ belonging to the lesser and situated  
\_\_\_\_\_



near the \_\_\_\_\_ at \_\_\_\_\_ Distt \_\_\_\_\_ 6  
 described in the schedule hereto and for greater  
 clearness delineated on the plan annexed hereto and  
 thereon shown with its boundaries coloured red (herein-  
 after referred to as 'the said land ( ) for a period  
 of 99 years free of cost or any rent, premium or fee  
 for the purpose of construction of married accommodation  
 for service officers and personnel posted at \_\_\_\_\_.

2. The leasee hereby covenants with the lesser as follows:-

- (1) The lessee shall construct married accommodation for the service officers and personnel posted to NCC on the said land according to lay out plans etc approved by the lesser and after obtaining necessary permission of the local authority in respect thereto before creating any such building.
- (2) The land hereby allotted to the leasee shall not be put to any use other than for the purpose for which it is hereby granted. No buildings other than married accommodation for service officers and personnel posted to NCC shall be constructed on the said land without prior approval in writing of Lesser.
- (3) In the event of the NCC deciding to shift or wind up their activity from \_\_\_\_\_ or in the event of disbandment of NCC Unit in \_\_\_\_\_ or shifting it permanently to \_\_\_\_\_ the Lessee will not be



month the lesser may, after giving due notice and paying such compensation as may be agreed by the parties, re-enter on the said land.

- (2) The costs and expenses incidental to the preparation and execution of this deed, including stamp duty and registration charges, shall be borne and paid by the Lessee.
- (3) In the event of NCC continuing after the expiry of the said period of 99 years, this lease will stand renewed for a further period of 99 years on the same terms and conditions as stated herein including the present clause of renewal clauses 4(3).
- (4) Every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them touching or arising out or in respect of this deed or the subject matter thereof shall be referred to the arbitration of the Chief Secretary, Govt of \_\_\_\_\_, and his decision thereon shall be final and binding on the parties.

IN WITNESS WHEREOF \_\_\_\_\_ FOR AND ON BEHALF  
of the Governor and \_\_\_\_\_ for and on behalf of the President  
of India have signed the deed on the day and year just above  
written.

Signed by _____	Signed by _____
For and on behalf of the President of India.	For and on behalf of the Governor.
Witness: 1.	Witness: 1-
2.	2.