

THE SECUNDERABAD AND AURANGABAD CANTONMENT
LAND ADMINISTRATION RULES, 1930.

(Foreign and Political Department Notification No. 641-I., dated the
12th November 1930.)

1. *Title and extent.*—These rules may be called the Secunderabad and Aurangabad Cantonments Land Administration Rules, 1930.

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

(a) “The Act” means the Cantonments Act, 1924, as applied to the Cantonments of Secunderabad and Aurangabad.

(b) “Resident” means the Resident at Hyderabad.

(c) “Military Estates Officer” means an officer appointed by the Government of India to perform the duties of a Military Estate Officer under these rules.

3. *Cantonment Land Register.*—The Military Estates Officer of the Cantonment shall prepare and maintain a General Land Register of all land in the Cantonment in the form prescribed in Schedule A and no addition or alteration thereto shall be made for a period of nine years.

4. *Register of mutations.*—The Military Estates Officer shall maintain a Register of Mutations in the form prescribed in Schedule B and shall enter therein:—

- (i) every transfer of right or interest in land in the Cantonment, which necessitates an alteration of the entries in any of the columns of the General Land Register;
- (ii) every grant of such right or interest made by the Resident or the Cantonment Authority; and
- (iii) every report of the transfer of such right or interest made under section 73 of the Act.

He shall also make an entry therein 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.

5. *Maintenance of registers.*—Every tenth year the General Land Register shall be re-written so as to include all changes in the rights or interests in land which have been recorded in the Register of Mutations and a fresh Register of Mutations shall be opened simultaneously.

6. *Classification of land.*—For the purposes of the General Land Register prescribed by rule 3, land in the Cantonment shall be divided by the Resident into:—

- (A) land used for Government purposes, military or civil;
- (B) land occupied or available for occupation by the public on leases or otherwise for purposes subsidiary to Cantonment Administration;
- (C) land belonging to the Cantonment Authority, or transferred to them under section 108 of the Act.

NOTE.—Nothing in these rules shall apply to State, Sarf-i-Khas, Paigah or privately owned land or to land in the thirteen villages referred to in the Residency Orders Notification No. 41, dated the 28th August 1906, and the villages of Kowkur and Mahadeopur.

7. *Transfers of land from one class to another.*—No alteration in the classification of land under rule 6 shall be made except by the Resident, and the conditions on which land may be transferred from one class to another shall be governed by the orders of the Resident or by the provisions of any law or rule for the time being in force which may be applicable.

Provided that no transfer of land in Class 'A' (Military) shall be made except after consultation with, and with the concurrence of, the General Officer Commanding-in-Chief, Southern Command [Foreign and Political Department Notification No. 483-I., dated the 5th August 1931].

8. *Executive management of land.*—The executive management of land in the Cantonment shall be entrusted as follows:—

- (1) Land in class A shall be managed by the Department actually in occupation provided that such Department may entrust the management of any such land to the Military Estates Officer for a temporary purpose such as the allotment of the land on a grazing lease.

- (2) Land in class B shall be managed entirely by the Military Estates Officer.
- (3) Land in class C shall be managed entirely by the Cantonment Authority.

9. *Limitation of the uses to which class A land may be put.*—Land in class A shall not be leased to or used by the public except for purely temporary purposes and building thereon shall be strictly under Government control.

10. *Application for lease of class B land.*—Applications for the lease of land in class B for building or other purposes shall be made to the Military Estates Officer in the form prescribed in Schedule I. The application shall specify the situation of the land required, the exact purpose for which the land is wanted, and the area of land in the Cantonment, if any, already held by the applicant, and shall be accompanied by a ground plan of any proposed building prepared at the cost of the applicant.

11. *Verification of application by Cantonment Authority.*—The application, if it complies with the provisions of rule 10, shall be verified by the Military Estates Officer as regards the plans or specifications. If they are found to be correct, the application shall be laid before the Cantonment Authority. The Cantonment Authority may reject the application for reasons to be recorded in writing.

If the Cantonment Authority resolves that the application may be approved, the Military Estates Officer shall, if necessary, have the site surveyed and demarcated at the cost of the applicant.

12. *Rejection of application for military reasons.*—The application after verification and on being approved by the Cantonment Authority, shall be referred to the District Commander for his opinion. The District Commander shall have power to reject any application for specific military reasons.

13. *Execution of lease after approval of the Resident.*—Applications agreed to by the District Commander, shall be submitted to the Resident by the Military Estates Officer, for sanction. If the application is sanctioned, a lease shall be executed in the form prescribed in Schedule II, III, IV or V as the case may be.

Provided that the Resident may in exceptional cases direct that such alterations by way of addition, omission or amendment shall be made in the applicable form as are in his opinion required by the circumstances of the case. [Foreign and Political Department Notification No. 385-I, dated the 24th June 1931.]

After proviso to Rule 13 add further proviso:—

Provided that in the case of leases of lands acquired by the Secunderabad Town Improvement Trust, the procedure prescribed in Rules 10 to 13 may be waived at the option of the Resident and that the Military Estates Officer may grant leases on the orders of the Resident in this behalf.

(F. & P. Dept. Notif. No. 293-1, dated 22nd May, 1933.)

14. *Record of applications.*—Applications sanctioned by the Resident as well as those rejected shall be filed in separate loose leaf registers to be maintained by the Military Estates Officer for the purpose.

15. *Grant of licenses for temporary occupation of land in class B.*—The Military Estates Officer may, in consultation with the Cantonment Authority, at his discretion, grant licenses for periods not exceeding six

months, which may be extended up to an aggregate period not exceeding one year for the temporary use or occupation of any land in class B. The amount of fees to be charged for such licenses and the form of such licenses shall be determined by the Cantonment Authority.

16. *Disposal of receipts from land.*—Receipts from land in class A shall be paid to His Exalted Highness the Nizam's Government after defraying the cost of collection, if any.

Receipts from class B land shall be credited to the funds of the Town Improvement Trust.

Receipts from class C land shall be credited to the Cantonment Fund.

17. *Saving of leases hitherto granted.*—Leases of open lands for building purposes granted under any rules, regulations or executive orders previously in force in the Cantonments of Secunderabad and Aurangabad shall be deemed to have been granted under these Rules.

SCHEDULE A.

GENERAL LAND REGISTER.

A. Cantonment, Ward No. .

1	Survey No. or other distinguishing marks.	
2	Sites not less than $\frac{1}{4}$ of an acre	Area.
3	States less than $\frac{1}{4}$ of an acre in sq. ft.	
4	Description with boundaries.	
5	Class.	
6	By whom managed.	
7	Owner (in case of private land),	
8	Holder of occupancy rights.	
9	Nature of holder's right.	
10	To private owner.	Rent payable per annum.
11	To Govt.	
12	To C. A.	
13	Date of expiry of lease.	
14	Sub-holder.	
15	Nature of Sub-holder's rights.	
16	To holder.	Rent payable per annum.
17	To C. A.	
18	Date of expiry of lease, etc.	
19	Remarks.	

SCHEDULE I.

From of application for land under Rule 10 to be filled in by the applicant.

To **The MILITARY ESTATES OFFICER,**

CANTONMENT.

Dated the

SIR, I have the honour to apply for the grant of _____ acres/square feet of land situated in _____ for the purpose of (*building a)

A ground plan of the area required is attached (*together with detailed plans in triplicate and specifications of the proposed building).

I hold the following lands in the Cantonment.

I am prepared to abide by such conditions regarding the disposal of the land as the M. E. O. may lay down, and to deposit the cost, if any, of surveying and demarcating the land.

I append herewith an approximate statement of the intended outlay on the buildings and of the rent which it is proposed to charge for the same.

GRANTS REGISTER—BUILDING SITES.

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

Site No. and/or situation.	Class of land (Nature of private right, if any).	Total area of site No, if any.
<ol style="list-style-type: none"> 1. Date of application 2. Extent applied for. 3. Name and address of applicant. 4. Purpose for which applied for. 5. Opinion of the Cantonment Authority. 6. Date and cost of survey and demarcation and date of deposit of cost. 7. Annual rent fixed. 8. Opinion of the District Commander. 9. If necessary, No. and date of letter in which the grant has been acquiesced in by H. E. H., the Nizam's Government. 10. Order of the Resident. 11. Date and number of lease. 		

NOTE.—In the space against entry No. 5 the Cantonment Authority must record its reason if it rejects the application; and may also make any special recommendations as to the manner in which the application should be disposed of.

Plan of the site.

* To be deleted if not required.

(For Military Bungalows.)

SCHEDULE II.

Building lease for thirty years renewable at option of lessee up to ninety years prescribed by Rule 13.

THIS INDENTURE made the _____ day of _____
 His Majesty's Representative for the exercise of the functions of the [hereinafter
 in its relations with Indian States of the one part and
 called the lessee(s)] of the other part. WHEREAS the Cantonment (hereinafter called the
 Authority of _____ Cantonment (hereinafter called the
 Cantonment Authority) has agreed on behalf of the Crown Representative
 to demise the plot of land at present in occupation of the military author-
 ities hereinafter described to the lessee(s) in manner hereinafter appearing.
 Now THIS INDENTURE witnesseth that in consideration of the rent herein-
 after reserved and of the lessee(s) having pledged themselves to build a
 bungalow thereon suitable for occupation by a military officer and to the
 occupation of which a military officer shall always have a prior claim, the
 Crown Representative doth hereby demise unto the lessee(s) all the plot of
 land containing by admeasurement _____ situate at _____
 the Cantonment of _____ which said plot of land is more parti-
 cularly described in the schedule hereunder written and with the boundaries
 thereof is delineated on the plan annexed to these presents and thereon
 coloured _____ together with all rights easements and appurtenances
 whatsoever to the said plot of land belonging or in any wise appertaining,
 excepting all mines, minerals, mineral substances of every description, sand
 and clay in or under the premises hereby demised which are hereby reserved to
 HOLD the premises hereby demised unto the lessee(s) for the term of thirty
 years from the _____ day of _____ yielding and paying during
 the said term the yearly rent of _____ payable on the day of _____
 in every year the lessor pledging himself to renew the lease for a
 fresh periods of thirty years at the close of such first mentioned or subse-
 quent period at the option of the lessee; provided that such renewed term
 of years as shall not with the original term of years exceed in the aggre-
 gate the period of ninety years and provided also the lessor shall have the
 option of raising the rent on the occasions of such renewals.

I. AND THE LESSEE DOTH/LESSEES DO hereby covenant with the Crown Representative :

- (1) From time to time and all times during the said term to pay the rent hereby reserved at the time aforesaid and will also 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 land-lord or tenant in respect thereof.
- (2) Not to cut down any of the timber, fruit 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.
- (3) Not to make any excavations in the land hereby demised or remove any minerals, mineral substances of any description, sand or clay from the said land without the consent in writing of and in accordance with the terms and conditions prescribed by the Cantonment Authority.
- (4) Within _____ calendar months next after the date of these presents at his/their own cost to erect and finish on the pre-

mises hereby demised a dwelling house fit for habitation/use by a Military Officer together with all necessary outhouses, sewers, drains and other appurtenances in accordance with a plan or plans to be approved in writing by the Cantonment Authority and not to erect or suffer to be erected on any part of the premises hereby demised any building other than and except the dwelling house hereby covenanted to be erected without the previous consent in writing of the Cantonment Authority.

- (5) Not to make any alteration in the plan or elevation of the said dwelling house without such consent as aforesaid nor to use the same or permit the same to be used for any purpose other than that of a dwelling house without the consent of the Cantonment Authority.
- (6) At all times during the said term to keep the said dwelling house and premises in good and substantial repair and on the expiration or sooner determination of the said term peaceably to yield up the same in such good and substantial repair unto the Crown Representative.
- (7) *(Not to assign, transfer or under-let the premises hereby demised or any part thereof without the consent in writing of Cantonment Authority and) upon every assignment, transfer or sub-lease of the premises hereby demised or any part thereof or within one calendar month thereafter to deliver a notice of such assignment, transfer or sub-lease to the Cantonment Authority setting forth the names and descriptions of the parties to every such assignment, transfer or sub-lease and the particulars and effect thereof.

II. PROVIDED ALWAYS that if there shall have been in the opinion of the Cantonment Authority any breach 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 the Crown Representative 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 building 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 Crown Representative and this demise shall absolutely determine and the lessee(s) shall not be entitled to any compensation whatever.

III. PROVIDED ALSO that the expression "Crown Representative" and the "lessee(s)" hereinbefore used shall unless such an interpretation be inconsistent with the context include in the case of the former his successors and assigns and in the case of the latter his heirs, executors, administrators, representatives and assigns.

IV. PROVIDED ALSO that the Reident at Hyderabad may resume possession of the said land or any portion thereof at any time upon giving three calendar months' previous notice in writing in that behalf to the lessee(s) under hand of some duly authorised officer and upon paying to the lessee(s) compensation for such erections and buildings standing on the land of which possession shall be resumed as aforesaid as shall have been erected during the said term under proper authority. If there shall be any dispute as to the amount of such compensation, the same shall be referred to a Committee of Arbitration which shall be constituted in accordance with the provisions of the Cantonments Act for the time being in force as ap-

* The portion within brackets to be inserted if applicable.

plied to the Cantonments of Secunderabad and Aurangabad, and the lessee(s) shall be bound by the decision of such Committee. In calculating the amount of such compensation, there shall be taken into account, the following:—

- (i) the original cost of materials and construction;
- (ii) the conditions of the buildings and their value at the date of resumption;
- (iii) the rent or profit (if any) or the equivalent which the lessee may receive or enjoy from the use of the buildings or on account thereof.

V. PROVIDED ALSO that in the event of the termination of the lessor's title to the land demised during the currency of the lease or the renewed lease, the person in whom the title of the lessor devolves shall possess all the rights as to such property but the lessor shall not by reason only of such loss of title cease to be subject to any of the liabilities imposed upon him by the lease unless the lessee elects to waive his claim against him, otherwise the lessor shall be liable to make good to the lessee the damages arising from such loss of title.

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

THE SCHEDULE above referred to.

(Name and description of officer signing.)	Signed by	Signature of officer signing.
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by the order and direct of the Crown Representative in the presence of

(Witness—Signature, Address, Description.)

(Name or names of lessee or lessees.)	Signed by the above named	Signature(s) of lessee(s).
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(First witness—Signature, Address, Description.)	in the presence of
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(Second witness—Signature, Address, Description.)	and
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(For Private dwelling houses.)

SCHEDULE III.

Building lease for thirty years renewable at option of lessee up to ninety years.

THIS INDENTURE made the _____ day of _____ BETWEEN His Majesty's Representative for the exercise of the function of the Crown in its relation with Indian States of the one part and _____ (hereinafter called the lessee/lessees) of the other part. WHEREAS the Cantonment Authority) has agreed on behalf of the Crown Representative to demise the

plot of land hereinafter described to the lessee/lessees in manner hereinafter appearing. Now THIS INDENTURE witnesseth in consideration of the premium of Rs. _____ paid on or before the execution of these presents (the receipt whereof the Crown Representative hereby acknowledges) and of the rent hereinafter reserved and of the covenants on the part of the lessee/lessees hereinafter contained the Crown Representative doth hereby demise unto the lessee/lessees ALL THAT plot of land containing by admeasurement _____ situate at _____ in the _____ Cantonment of _____ which said plot of land is more particularly described in the Schedule hereunder written and with the boundaries thereof is delineated on the plan annexed to these presents and thereon coloured.

Together with all rights, easements and appurtenances whatsoever to the said plot of land belonging or in anywise appertaining Excepting and Reserving unto the Crown Representative 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 or digging, working, obtaining, removing and enjoying the same making the lessee/lessees reasonable compensation for all damage done and also all timber, fruit-trees and other trees (but not the fruit or leaves or fallen branches of trees cut down with the written consent of the Cantonment Authority) with right of entry to mark, fell, cut and carry away the same TO HOLD the premises hereby demised unto the lessee/lessees for the term of thirty years from the day of _____ rendering therefor during the said term, the yearly rent of Rs. _____ clear of all deductions by equal half yearly payments on the _____ day of _____ and the day of _____ in each year at the office of the Cantonment Authority or such other place as the Cantonment Authority shall from time to time appoint in this behalf the first of such payments to be made on the day of _____ next.

I. AND THE LESSEE/LESSEES DO/DO hereby covenant with the Crown Representative:—

- (1) To pay unto the Crown Representative 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 by the landlord or tenant in respect thereof.
- (3) Not to cut down any of the timber fruit-trees or other trees now or at any time hereafter growing on the premises hereby demised without the previous consent in writing of the Cantonment Authority but to preserve the same in good order.
- (4) Not to make any excavations in the land hereby demised or remove any minerals, mineral substances of any description, sand or clay from the said land without the consent in writing of in accordance with the terms and conditions prescribed by Cantonment Authority.
- (5) Within _____ calendar months next after the date of these presents at his/their own cost to erect and finish fit for habitation/use on the premises hereby demised a *dwelling house* together with all necessary out-houses, sewers, drains and other

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appurtenances in accordance with a plan or plans to be approved in writing by the Cantonment Authority and not to erect or suffer to be erected on any part of the premises hereby demised any building other than and except the *dwelling house* hereby covenanted to be erected without the consent in writing of the Cantonment Authority.

- (6) Not to make alterations in the plan or elevation of the *dwelling house* without such consent as aforesaid nor to use the same or permit the same to be used for any purpose other than that of a *dwelling house* without the consent of the Cantonment Authority.
- (7) At all times during the said terms to keep the said *dwelling house* and premises in good and substantial repair and on the expiration or sooner determination of the said term peaceably to yield up the same in such good and substantial repair unto the Crown Representative.
- (8) *(Not to assign transfer or underlet the premises hereby demised or any part thereof without the consent in writing of the Cantonment Authority and) upon every assignment, transfer or sub-lease of the premises hereby demised or any part thereof or within one calendar month thereafter to deliver a notice of such assignment, transfer or sub-lease to the Cantonment Authority setting forth the names and descriptions of the parties to every such assignment, transfer or sub-lease and the particulars and effect thereof.

II. PROVIDED ALWAYS that if any part of the rent hereby reserved shall be in arrear or unpaid for one calendar month after any of the days whereon the same shall become due whether the same shall have been demanded or not or if there shall have been in the opinion of the Cantonment Authority 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 Crown Representative 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 building 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 Crown Representative and this demise shall absolutely determine and the lessee/lessees shall not be entitled to any compensation whatever.

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

* The portions within brackets to be inserted if applicable.

IV. PROVIDED ALSO that the expressions "Crown Representative" and the "lessee"/"lessees" hereinbefore used shall, unless such an interpretation inconsistent with the context include in the case of the former his successors and assigns and in the case of the latter, his heirs, executors, administrators, representatives and assigns.

V. PROVIDED ALSO that the Resident at Hyderabad may resume possession of the said land or any portion thereof at any time upon giving three calendar months' previous notice in writing in that behalf to the lessee(s) under hand of some duly authorised officer and upon paying to the lessee(s) compensation for such erections and buildings standing on the land of which possession shall be resumed as aforesaid as shall have been erected during the said term under proper authority. If there shall be any dispute as to the amount of such compensation, the same shall be referred to a Committee of Arbitration which shall be constituted in accordance with the provisions of the Cantonments Act for the time being in force as applied to the Cantonments of Secunderabad and Aurangabad, and the lessee(s) shall be bound by the decision of such Committee. In calculating the amount of such compensation, there shall be taken into account, the following:—

- (i) the original cost of materials and construction;
- (ii) the conditions of the buildings and their value at the date of resumption;
- (iii) the rent or profit (if any) or the equivalent which the lessee may receive or enjoy from the use of the buildings or on account thereof.

VI. PROVIDED ALSO that in the event of the termination of the lessor's title to the land demised during the currency of the lease or the renewed lease the person in whom the title of the lessor devolves shall possess all the rights as to such property but the lessor shall not by reason only of such loss of title cease to be subject to any of the liabilities imposed upon him by the lease unless the lessee elects to waive his claim against him otherwise the lessor shall be liable to make good to the lessee the damages arising from such loss of title.

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

THE SCHEDULE above referred to.

(Name and description of officer signing.)	Signed by	Signature of officer signing.
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by the order and direction of the Crown Representative in the presence of

(Witness—Signature, Address, Description.)

(Name or names of lessee or lessees.)	Signed by the above-named	Signature(s) of lessee(s).
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(First witness—Signature, Address, Description.)	in the presence of
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(Second witness—Signature, Address, Description.)	and
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SCHEDULE IV.

Building lease for thirty years renewable at option of lessee up to ninety years.

THIS INDENTURE made the _____ day of 193____ between His Majesty's Representative for the exercise of the function of the Crown in its relation with the Indian states of the one part and _____ (hereinafter called the lessee) of the other part. WHEREAS the Cantonment Authority of Secunderabad Cantonment (hereinafter called the Cantonment Authority) has agreed on behalf of the Crown Representative to demise the plots of land at present in the occupation of the Military Authorities hereinafter described to the lessee in manner hereinafter appearing. Now THIS INDENTURE witnesseth in consideration of the lessee having pledged himself to construct buildings for _____ the Crown Representative doth hereby demise unto the lessee the plots of land containing by admeasurement _____ acres situate in the Cantonment of Secunderabad which said plot of land is more particularly described in the Schedule hereunder written and with the boundaries thereof are delineated on the plan annexed to these presents and thereon coloured _____ together with all rights and easements and appurtenances whatsoever to the said plot of land belonging to or in any wise appertaining excepting all mines, minerals, mineral substances of every description, sand and clay in or under the premises hereby demised which are hereby reserved to hold the premises hereby demised unto the lessee for the term of thirty years from the _____ day of 193____ yielding and paying during the said term the yearly rent of _____ payable on the day of _____ in every year the lessor pledging himself to renew the lease for a fresh period of thirty years at the close of such mentioned or subsequent period at the option of the lessee, unless the land is required for a Military purpose in which case reasonable compensation shall be given to the lessee for the superstructure by the lessor; but such renewed term of years as shall be granted shall not with the original term of years exceed in the aggregate the period of 90 years. The lessor shall, however, have the option of raising the rent on the occasion of such renewal.

1. AND THE LESSEE DOTH hereby covenant with the Crown Representative:—

- (1) From time to time and at all times during the said term to pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the said term be imposed, charged or assessed upon the premises hereby demised or the buildings to be erected thereupon or the landlord or tenant in respect thereof.
- (2) Not to cut down any of the timber, fruit trees or other trees nor or at any time hereafter growing on the premises hereby demised without the previous consent in writing of the Cantonment Authority but to preserve the same in good order.
- (3) Not to make any excavations in the land hereby demised or remove any minerals, mineral substances of any description, sand or clay from the said land without the consent in writing of and in accordance with the terms and conditions prescribed by the Cantonment Authority.

- (4) Within _____ calendar months next after the date of these presents at his own cost to erect and finish fit for use on the premises hereby demised buildings for _____ together with all necessary out-houses, sewers, drains and other appurtenances in accordance with a plan or plans to be approved in writing by the Cantonment Authority and not to erect or suffer to be erected on any part of the premises hereby demised and building other than and except the buildings hereby covenanted to be erected without the previous consent in writing of the Cantonment Authority.
- (5) Not to make any alterations in the plan or elevation of the said building for _____ without such consent as aforesaid, not to use the same or permit the same to be used for any purpose other than that of _____ without the consent of the Cantonment Authority.
- (6) At all times during the said term to keep the said _____ and premises in good and substantial repair and on the expiration or sooner determination of the said term peaceably to yield up the same in such good and substantial repair unto the Crown Representative.

II. PROVIDED ALWAYS that if there have been in the opinion of the Cantonment Authority any breach by the lessee or by any person claiming through or under him of any of the covenants or conditions hereinbefore contained then and in such case the Crown Representative 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 building 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 Crown Representative and this demise shall absolutely determine and the lessee shall not be entitled to any compensation whatever.

III. PROVIDED ALSO that the expression "Crown Representative" and the "Lessee" hereinbefore used shall unless such an interpretation be inconsistent with the context include in the case of the former, his successors and assigns and in the case of the latter his heirs, executors, administrators, representatives and assigns.

IV. PROVIDED ALSO that the Resident at Hyderabad may resume possession of the said land or any portion thereof at any time upon giving three calendar months' previous notice in writing in that behalf to the lessee under hand of some duly authorised officer and upon paying to the lessee compensation for such erections and buildings standing on the land of which possession shall be resumed as aforesaid as shall have been erected during the said term under proper authority. If there shall be any dispute as to the amount of such compensation, the same shall be referred to a Committee of arbitration which shall be constituted in accordance with the provisions of the Cantonments Act for the time being in force as applied to the Cantonments of Secunderabad and Aurangabad and the lessee shall be bound by the decision of such Committee. In calculating the amount of such compensation, there shall be taken into account, the following:—

- (i) the original cost of materials and construction;
- (ii) the condition of the buildings and their value at the date of resumption;
- (iii) the rent or profit (if any) or the equivalent which the lessee may receive or enjoy from the use of the buildings or on account thereof.

V. PROVIDED ALSO that in the event of the termination of the lessor's title to the land demised during the currency of the lease or the renewed lease, the person in whom the title of the lessor devolves, shall possess all the rights as to such property but the lessor shall not by reason only of such loss of title cease to be subject to any of the liabilities imposed upon him by the lease unless the lessee elects to waive his claim against him; otherwise the lessor shall be liable to make good to the lessee the damages arising from such loss of title.

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

The Schedule above referred to.

(Name, description of officer signing) Signed by Signature of signing officer.

by order and direction of the Crown Representative in the presence of.

(Witness. Signature. Address. Description).

(Name, address of lessee or lessees). Signed by the above-named. Signature(s) of lessee(s).

(First witness, Signature, Address, Description). In the presence of.

(Second witness, Signature, Address, Description). In the presence of.

2. After Schedule IV to the said Rules, the following Schedule shall be inserted namely:—

SCHEDULE V.

Lease for a term of years not exceeding thirty years and not renewable.

THIS INDENTURE made the _____ day of _____ between Crown Representative for the exercise of the functions of the Crown in its relation with Indian states of the one part and _____ (hereinafter called the $\frac{\text{lessee}}{\text{lessees}}$ of the other part: WHEREAS the Military Estates Officer of _____ Cantonment (hereinafter called the Military Estates Officer) has agreed on behalf of the Crown Representative to demise the plot of land hereinafter described to the $\frac{\text{lessee}}{\text{lessees}}$ in manner hereinafter appearing. Now THIS INDENTURE witnesseth in consideration of the premium of Rs. _____ paid on or before the execution of these presents (the receipt whereof the Crown Representative hereby acknowledges) and of the rent hereinafter reserved and of the covenants on the part of the $\frac{\text{lessee}}{\text{lessees}}$ hereinafter contained the Crown Representative doth hereby demise unto the $\frac{\text{lessee}}{\text{lessees}}$ ALL THAT plot of land containing by admeasurement _____ situate at _____ in the Cantonment of _____ which said plot of land is more particularly described in the Schedule hereunder

written and with the boundaries thereof is delineated on the plan annexed to these presents and thereon coloured.

Together with all rights, easements and appurtenances whatsoever to the said plot of land belonging or in anywise appertaining excepting and Reserving unto the Crown Representative 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 or digging, working, obtaining, removing and enjoying the same making the ^{lessee} reasonable compensation for all damage done and also all timber, fruit-trees and other trees (but not the fruit or leaves or fallen branches of trees or branches of trees cut down with the written consent of the Military Estates Officer) with right of entry to mark, fell, cut and carry away the same TO HOLD the premises hereby demised unto the ^{lessee} for the term of _____ years from the day of _____ ^{lessee} ing therefor during the said term, the yearly rent of Rs. _____ ^{lessee} deductions by equal half-yearly payments on the _____ day of _____ clear of all and the day of _____ in each year at the office of the Military Estates Officer or such other place as the Military Estates Officer shall from time to time appoint in this behalf the first of such payments to be made on the _____ day of _____ next.

I. And the ^{lessee doth} _{lessees do} hereby covenant with the Crown Representative.

- (1) To pay unto the Crown Representative 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 any discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the said term be imposed, charged or assessed upon the premises hereby demised or the buildings to be erected thereupon or the landlord or tenant in respect thereof.
- (3) Not to cut down any of the timber, fruit-trees or other trees now or at any time hereafter growing on the premises hereby demised without the previous consent in writing of the Military Estates Officer but, to preserve the same in good order.
- (4) Not to make any excavations in the land hereby demised or remove any minerals, mineral substances of any description, sand or clay from the said land without the consent in writing of and in accordance with the terms, and conditions prescribed by the Military Estates Officer.
- (5) Within _____ calendar months next after the date of these presents at ^{his} _{their} own cost to erect and finish fit for use on the premises hereby demised a _____ together with all the necessary _____ and other appurtenances in accordance with a plan or plans to be approved in writing by the Cantonment Authority 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 covenant- ed to be erected without the previous consent in writing of the cantonment authority.

- (6) Not to make any alterations in the plan or elevation of the said premises or permit the same to be used for any purpose other than that of a Military Estates Officer without such consent as aforesaid nor to use the same without the consent of the Military Estates Officer.
- (7) At all times during the said term peaceably to yield up to the Crown Representative the parcel of land hereby demised in good condition. The lessee on the expiration or sooner determination of the said term shall within remove all movable and immovable property in his possession situated on the said land.
- (8) *(not to assign, transfer or under-let the premises hereby demised or any part thereof without the consent in writing of the Military Estates Officer and) upon every assignment, transfer or sub-lease of the premises hereby demised or any part thereof or within one calendar month thereafter to deliver a notice of such assignment, transfer or sublease to the Military Estates Officer setting forth the names and descriptions of the parties to every such assignment, transfer or sub-lease and the particulars and effect thereof.

II. PROVIDED ALWAYS that if any part of the rent hereby reserved shall be in arrear or unpaid for one calendar month next after any of the said days whereon the same shall have become due whether the same shall have been demanded or not or if there shall have been in the opinion of the Military Estates Officer any breach by the $\frac{\text{lessee}}{\text{lessees}}$ or by any person claiming through or under $\frac{\text{him}}{\text{them}}$ of any of the covenants or conditions hereinbefore contained then and in such case, the Crown Representative 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 Crown Representative and this demise shall absolutely determine and the $\frac{\text{lessee}}{\text{lessees}}$ shall not be entitled to any compensation whatever.

III. Provided also that the expressions "Crown Representative" and the $\frac{\text{"lessee"}}{\text{"lessees"}}$ 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 heirs, executors, administrators, representatives and assigns.

IV. Provided also that the Resident at Hyderabad may resume possession of the said land or any portion thereof at any time upon giving three calendar months' previous notice in writing in that behalf to the Lessee(s) under hand of some duly authorised officer and upon paying to the lessee(s) compensation for such erections and buildings standing on the land of which possession shall be resumed as aforesaid as shall have been erected during the said term under proper authority. If there shall be any dispute as to the amount of such compensation, the same shall be referred to a Committee of Arbitration which shall be constituted in accordance with the provisions of the Cantonments Act for the time being in force as

*The portion within brackets to be inserted if applicable.

applied to the Cantonments of Secunderabad and Aurangabad, and the lessee(s) shall be bound by the decision of such committee. In calculating the amount of such compensation, there shall be taken into account, the following:—

- (i) the original cost of materials and construction;
- (ii) the conditions of the buildings and their value at the date of resumption;
- (iii) the rent or profit (if any) or the equivalent which the lessee may receive or enjoy from the use of the buildings or on account thereof.

V. Provided also that in the event of the termination of the lessor's title to the land demised during the currency of the lease or the renewed lease the person in whom the title of the lessor devolves shall possess all the rights as to such property but the lessor shall not by reason only of such loss of title cease to be subject to any of the liabilities imposed upon him by the lease unless the lessee elects to waive his claim against him otherwise the lessor shall be liable to make good to the lessee the damages arising from such loss of title. IN WITNESS whereof the parties have hitherto set their hands the day and year first written above.

The Schedule above referred to.

(Name and description Signed by Signature of officer of officer signing) signing.

by the order and direction of the Crown
Representative in the presence of

(Witness. Signature.

Address.

Description).

(Name or names of lessee or lessees).

Signed by the abovenamed.

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.....
.....

Signature(s) of
lessee(s).

.....
.....

(First witness,
Signature,
Address,
Description).

In the presence of

.....
.....
and
.....

(Second witness
Signature,
Address,
Description).