

REVISED LAND POLICY

No.11013/1/87/D(Lands)Vol.II
Government of India,
Ministry of Defence
DHC PO New Delhi
Dated the 9th February, 1995.

To,
The Chief of the Army Staff,
New Delhi

The Director General,
Defence Estates.
New Delhi.

Sub: Policy regarding addition, alteration,
renovation, reconstruction of private
Buildings in the Cantonments.

Sir,

I am directed to state that in modification of the executive orders contained in this Ministry's letter No.2/7/L/67/2702/D(Lands) dated the 23rd March 1968 and letter No. F.11013/7/73/D(Lands) Vol.III dated 18th June, 1982, addition, alteration, repair maintenance, reconstruction and renovation of buildings in Cantonments erected on sites held on old grant and other resumable tenures shall be regulated in accordance with the provisions stated hereunder.

2. Repair, maintenance, addition, alteration, renovation and reconstruction of the authorised buildings on the sites held on Cantonment Code leases will be regulated as provided in the lease. Changes which do not attract Section 179(2) of the Cantonments Act, 1924, may be executed by the lessee. Additional built-up space, (if permissible under the bye-laws of the Cantonment Board, the orders, if any, issued under Section 181-A of the Cantonments Act and any other law applicable to the place,) may be sanctioned as provided in the Act, to a maximum extent of ten per cent of the authorised built-up space on the date of issuance of this letter for which a supplementary lease deed will have to be executed by the applicant and a rent for this area will be fixed as per current S.T.R.

Building sites
held on Cantt.
Code leases

Buildings on
sites outside
notified Civil
area and held on
Old Grant terms

3.1A Repair, maintenance, addition, alteration, renovation and reconstruction which do not attract the provisions of Section 179(2) of the Cantonments Act, 1924 may be made by the Grantee.

3.1B Such changes which attract the provisions of the said section of the Act and relating to the main bungalow only, within its authorised floor space on the date of issuance of this letter, and upto an additional floor space not exceeding ten per cent of such authorised floor space, may be sanctioned by the authority stipulated in section 179(1), 180-A and 181 of the Cantonments Act, 1924, on compliance with the Bye-laws and the orders under the Act and other relevant laws.

3.1C These provisions contained in paras 3.1A and 3.1B are subject to the Grantee executing and registering an indenture as in the Annexure 'A' to this letter, clearly accepting the governments ownership of the land and the terms of holding the same.

3.1D If the Officer Commanding the Station and the Defence Estates Officer consider that reconstruction of the main bungalow to the extent permitted under this clause should be at another part of the plot than where the building to be demolished is situated, so that the vacant land in the plot can be optimally utilised, the reconstruction shall be sited only at such part of the land.

3.1E The nature of construction permitted under the additional floor space not exceeding 10% of such authorised floor space will include only appurtenances viz., bath-rooms and kitchens-varandhas but not additional rooms. No reconstruction or additions will be permitted to the outhouses and annexes, if any, Routine maintenance of these structures may however be under taken.

3.2 There shall be no change of purpose in the proposed construction or in the use of the buildings.

refusal of
erection
and re-erection

3.3 If the HOR of the Old Grant site disputes the terms of holding the land and does not execute and register an indenture as referred to in the preceding sub-paragraphs, he shall not be accorded sanction to erect or re-erect any building, as contemplated under sections 179 and 181 of the Cantonments Act, 1924. The Defence Estates Officer and the Cantonments Board shall refuse the sanction sought by invoking the provisions of section 181(4)(b) of the Act, and shall take follow up action as contemplated in section 184, 185, 256, 268 etc. of the Act and, wherever appropriate, under the public Premises (Eviction of unauthorised Occupants) Act, 1971.

Regularisation
of past cases
covering both
old grant sites
and sites held on
on Cantt. code
leases

3.4 Unregularised unauthorised constructions, if any, falling within the limit of the additional floor space of ten per cent and conforming to rules, bye-laws and regulations, may be regularised with the sanction of the GCC-in-C of the Command, as provided for in the proviso to Section 185(1) of the Act, on the basis of the preceding sub-paragraphs and on collection of the Compounding fee and on execution of the indenture as in Annexure 'A'.

Buildings on
sites in
notified Civil
Areas and held
on Old Grant
terms

4.1A Repair, maintenance, addition, alteration, renovation and reconstruction which do not attract the provisions of Section 179(2) of the Cantonments Act, 1924 may be made to the building by the Grantee.

4.1B Addition, alteration and re-erection of the building which attract the provisions of the said section of the Act, within its authorised floor space on the date of issuance of this letter, may be sanctioned on compliance with the requirements of the Cantonments Act 1924, the bye-laws and the orders thereunder and other relevant laws.

4.1C These provisions contained in paras 4.1A and 4.1B are subject to the Grantee/successor-in-interest, executing and registering an indenture as in Annexure 'A' to this letter, clearly accepting Government's ownership of the land and the terms of holding the land.

4.2 Such cost of reconstruction of a building shall not exceed the cost of construction as per prevailing Flinth Area

Rates(at par with MES S.S.R) approved by the Ministry of Defence for permanent specifications for married accommodation on the date of sanction of building plans. The cost of repairs shall not exceed 50% of cost of reconstruction determined as above.

4.3 If the MOR of the Old Grant site disputes the terms of holding the land and does not execute and register an indenture as referred to in the preceding sub-paragraphs, he shall not be accorded sanction to erect or re-erect any building as contemplated under sections 179 to 181 of the Cantonments Act, 1924. The Cantonment Executive Officer and the Cantonment Board shall refuse the sanction sought, invoking the provisions of section 181(4)(b) of the Act, and shall take follow up action as contemplated in Sections 184, 185, 256 and 268 etc. of the Act and, wherever appropriate, under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

Regularisation
of past cases

4.4 Unregularised unauthorised constructions, if any, may be regularised by the Cantonment Board on collection of compounding fee contemplated in the proviso to section 185(1) of the Act and execution of the indenture as in Annexure 'A', with the prior sanction of the Director, Defence Estates, of the Command, on the basis of the preceding two sub-paragraphs.

5. This issues with the concurrent of the Department of Defence(Finance) vide their u.c No. 167/W-I/95 dated 8.2.1995.

Yours faithfully,

Sd/- x x x
(RAM DHARI)

Under Secretary to the Govt.of India

Copy to:-

C.G.D.A., New Delhi
DG Audit Defence Services,
New Delhi
Director, Audit Defence Services,
All Commands
Controller of Defence Accounts,
All Commands
DGDF,
CCR & D(S)

ANNEXURE TO REVISED LAND POLICY

ANNEXURE - A

THIS DEED made this the _____ day _____
Nineteen hundred and _____ between President _____ of
India acting through the Defence Estates Officer,
_____ Circle/ Cantonment Executive Officer
_____ Cantonment (on behalf of the President of
India) hereinafter referred to as party of the first
part (which expression shall, unless excluded by or
repugnant to the context be deemed to include his
successors in office and assigns) of the one part and
Smt/Shri _____ (wife of) Shri 6 _____
resident of _____ hereinafter referred to as party
of the second part (which expression shall unless
excluded by or repugnant to the context, be deemed to
include his/her heirs, successors, assigns and legal
representative of the Second Party).

1. WHEREAS the property known as Bungalow/House
Number _____ situated on land comprising in
General Land Register Survey Number _____ of
_____ Cantonment and entered in the records maintained
by the Defence Estates Officer under Rule 3 of
Cantonment Land Administration Rules, 1937 admeasuring
an area of _____ approximately herein-after
referred to as the said plot belongs to the First Party
but under the possession of the Second Party

AND

2. That the said plot was initially permitted to be occupied, in accordance with the Rules/ regulations issued by the then Governor General in Council, which were then in force, by the earliest predecessor - in interest of the party of the second part.

3. That the above mentioned predecessors in interest were also permitted to construct a house/Bungalow along with other allied structures on the plot of land in question by the competent authority subject to the terms/conditions as contained in the relevant GCOs then in force.

4. The aforesaid permission to occupy the vacant plot of land which was granted to the said predecessor-in interest of the party of the second part (here- in - after referred to as original occupancy Holder) was only permissive in nature. The Original occupancy holder enjoyed ownership rights only in respect of the super structures which were permitted by the then Competent Authority to be constructed on the aforesaid plot of land. The ownership of the land in question and the trees standing thereon continued and still continues to be vested in the first party. These terms of occupancy of the land granted by the Predecessor of the First Party later on came to be popularly known as ' Old Grant'.

5. That the aforesaid land is resumable by the first party after issue of a notice of resumption and payment of assessed compensation for the authorised

structures standing thereon. After expiry of the notice period, all types of rights of occupancy holder in the said plot of land and structures thereon get extinguished in favour of the First Party.

6. The land was granted to the predecessors in interest of the second party to build and maintain in good state of repairs (a bungalow fit and available for occupation by a military officer or a house/house-cum-shop*).

* Delete whichever is not applicable.

7. The Executor of this Deed is the Successor-in-interest of the original Grantee and wants to repair/reconstruct the superstructures standing on the aforesaid plot.

8. On being approached by the Party of the second part, the Party of the First part have agreed to accord requisite sanction to the Second Party to carry out the required repairs/reconstructions subject to the provisions of the Cantonment, Act 1924 (as amended from time to time) and the Bye Laws of the local Cantonment Boards after execution of this Deed and observance of the conditions/stipulations appearing here-in-after.

9. Now THIS DEED WITNESSES THAT the parties have agreed as under :-

- (i) "The party of the second part doth, in consideration of the aforesaid requisite sanction by the party of the first part on the terms and conditions appearing herein-after

hereby unconditionally and irrevocably waive all, his/her rights, title, interest whatsoever in the said plot except the superstructure.

(ii) The land measuring _____ referred to in sub para (i) above and the trees standing thereon are owned absolutely by the First party.

(iii) The land has on it :-

(a) a main bungalow/house with _____ storeys and built up area of _____ square meters duly sanctioned by the competent Authority (Viz. the DEC/the Cantonment Board or the Predecessor regulatory Authority).

(b) outhouses/annexes with _____ storeys and built-up area of _____ square metres and

(c) built-up area of _____ square metres and floor space of _____ square metres without the sanction of the competent authority.

(d) These buildings are clearly marked on the plan attached to this deed in distinct colours.

(iv) The buildings referred to in sub- para (iii) above are owned by the Second Party.

10. The Second Party will not use the premises or permit the same to be used for any purpose other than

residential building for a private dwelling or do or suffer to be done anything thereon any act or thing whatsoever, which is in the opinion of the First Party is not in conformity with the instructions relating to use of land held on old grant terms.

11. The First Party is at liberty to resume possession of the land together with the buildings standing thereon by giving one month's notice in writing and the estimated value of the buildings authorised to be erected on the site and existing on the date of handing/taking over possession of the land and the buildings.

12. The Second Party will not transfer the occupancy rights of the land as reflected in sub paragraphs (9) or the ownership rights in the buildings standing thereon without the prior permission in writing of the First Party. The rights accruable to the transferee are restricted to those under the old grant terms.

13. That the vacant land from the site shall not be transferred separately and the site shall not be subdivided. The land shall not be sold, leased, licenced or mortgaged by the second party.

14. On every transfer of the property the Second Party and the transferee shall give intimation of the transaction to the Defence Estates Officer and the Cantonment Board within one month of the transfer of

interests and furnish an authenticated copy of the transfer deed to them.

15. In the event of disagreement on the quantum of compensation payable for the authorised structures on resumption the dispute shall be adjudicated by the Committee of Arbitration which will be constituted as under :-

- (i) The Collector/Deputy Commissioner of the District in which the land is situated or an Officer nominated by him Chairman
- (ii) The Officer Commanding the Station or his nominee Member
- (iii) The nominee of the Second Party Member

The Chairman of the Arbitration Committee will ascertain the name of the nominees of the Second Party and take necessary action for adjudicating the claim of compensation. Since the land associated with the property is owned by the President of India, no compensation shall be payable on its resumption and the Second Party shall give an undertaking to this effect to the Chairman of the Committee before the commencement of the Arbitration proceedings. The Compensation will therefore be restricted to the value of the authorised structures on the land.

SCHEDULE OF PROPERTY

All that Bungalow/House known as
No. _____ situated in the _____ Cantonment
together with authorised Garages, and all other
structures as described in para 9(iii) above, the whole
of which premises are shown in the plan annexed hereto
with their boundaries marked with
letters _____.

The North by _____

The West by _____

The South by _____

The East by _____

Signed by the D.E.C./C.E.C.

Signed by the Second Party

Shri _____

Defence Estates Officer/
Cantonment Executive Officer

*

For and on behalf of the
First Party (the President
of India) .

* Delete whichever is not applicable.

In the presence of :

In the Presence of :

1. _____
(Signature)
(Name & Address)

1. _____
(Signature)
(Name & Address)

2. _____
(Signature)
(Name & Address)

2. _____
(Signature)
(Name & address)
