

No. 11013/2/2016/D(Lands)

Government of India  
Ministry of Defence

New Delhi, the 14<sup>th</sup> June, 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(Lands) dated 10.03.2017 and IDs of even number dated 31.12.2018, 15.02.2021 & 20.04.2022 on the above mentioned subject.

2. I am directed to convey the following amendments to the interim policy issued vide MoD ID No. 11013/2/2016/D(Lands) dated 10.03.2017, as amended vide ID of even number dated 20.04.2022:-

3. **Amendment to para 5.4:-**

In para 5.4,

**For :**

*"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".*

**Read :**

*"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 installment of arrears can be made within 90 days. In case lease rent and arrears are not paid within 90 days, a penal interest @ 5% per annum on the amount of annual rent for the next year and the entire amount of arrears shall be levied for the period starting from the date of expiry of the 90 days period upto the date on which the payment of rent and arrears is deposited by the applicant."*



4. Amended Annexure A to MoD letter No. 11013/2/2016/D(Lands) dated 20.04.2022 is enclosed.

5. This issues with the concurrence of Ministry of Defence (Finance Division) vide their U.O. No.110/Fin/W-I/22 dated 14.06.2022.

Yours faithfully,



(SharmishtaMaitra)  
Director (Lands)

Copy to:-

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

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

Auto-generated Provisional sanction

Application no.....

Date (system generated)

Bar code

**OFFICE OF THE DEO.....CIRCLE /CANTONMENT BOARD....CANTONMENT**  
**PROVISIONAL SANCTION FOR EXTENSION OF FULLY EXPIRED LEASES**

The application submitted by (Name/s), S/o/D/o/W/o (Name/s), resident of (address/es), requesting 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) 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) Payment of a sum of Rs \_\_\_\_\_ as full arrears of rent/first installment of arrears of rent and Rs \_\_\_\_\_ as rent for the year \_\_\_\_\_ , for occupation of the aforesaid defence land after expiry of the full tenure of its lease, within 90 days from the date of issue of this provisional sanction.

2. In case lease rent and arrears are not paid within 90 days, a penal interest @ 5% per annum on the amount of annual rent for the next year and the entire amount of arrears shall be levied for the period starting from the date of expiry of the 90 days period upto the date on which the payment of rent and arrears is deposited by the applicant."

3. This provisional sanction does not guarantee final approval by the Competent Authority empowered to grant extension of lease.

4. 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.

5. 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.

( \_\_\_\_\_ )  
 ON BEHALF OF DEO \_\_\_\_\_  
 CANTONMENT BOARD \_\_\_\_\_  
 (SYSTEM GENERATED)