

11. The Cantonment Code, 1912

(R U L E S)

*Notification No. 192 dated the 1st March 1912. In exercise of the powers conferred by section 23, 24 and 25 of the Cantonments Act. 1910 (XV of 1910), the Governor General in Council is pleased to direct that, on and with effect from the 1st April, 1912, the following rules and applied enactments shall be in force in every Cantonment in British India, save in so far as any Cantonment may be for the time being excepted from the operation of any such rule in pursuance of an order made under sub-section (2) of the said section 25.

2. The Cantonment Code, 1899, published under Notification of the Government of India in the Military Department, No. 664, dated the 16th June, 1899, as subsequently amended is hereby rescinded.

But Committees constituted, appointments, orders, bye-laws and requisitions made, notifications, notices and summonses issued and licenses granted under the said Code, shall be deemed to have been respectively constituted, made, issued and granted under the rules and applied enactments hereby directed to be in force.

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CHAPTER I PRELIMINARY Short Title

1. **Short title**—These rules and applied enactments may be called the Cantonment Code, 1912.

General Definitions

2. **Definitions**—(1) In this Code, unless there is anything repugnant in the subject or context,—

(a) “**Accountant General**” means the Civil Accountant General or Comptroller:

(b) “**bazaar**” means any land in a cantonment which has been set apart for the purposes of trade or the residence of natives or any other purpose, and the boundaries of which have been demarcated by pillars or posts and specified, by, or under the authority of, the Officer Commanding the Division, in Divisional orders:

* *Published vide GOI (A.D.) Notification No. 192 dated 1-3-1912.*

¹[(c) 'Brigade' means any area allotted to one of the Brigades into which the Army in India is for the time being divided but does not include an Independent Brigade;]

¹[A. D. Notification No. 900 dated 22-6-1917.]

²[(d) "Division" means any area allotted to one of the divisions into which the Army in India is for the time being divided and includes an independent Brigade;]

²[No. 900 dated 22-6-1917]

³[(e) "dairy" includes every farm, shed, milk-store, milk-shop, or other place from which milk is supplied, or in which milk is kept for purposes of sale ;

(f) "dairyman" includes the keeper of a cow, buffalow, goat, ass, or other animal, the milk of which is offered, or intended to be offered, for sale for human consumption, any purveyor of milk and any occupier of a dairy ;

(g) "Executive Engineer" means the Public or Military Works Officer of that grade having charge of the military works in the cantonment and includes the officer, of whatever grade, in immediate executive engineering charge of a cantonment ;]

³[A. D. No. 900 dt. 22-6-1917,]

(h) "infectious or contagious disorder" includes cholera, leprosy, enteric fever and every infectious or contagious disorder other than a venereal disease;

(i) "keeper of a sarai" includes the owner of a sarai, any person having the care or management of a sarai and the lessee of any land, whether belonging to the Government or not, occupied by a sarai ;

(j) "lessee" means a person who has been granted permission, whether before or after the commencement of this Code, to occupy, for the purposes of a building site, land belonging to the Government in a cantonment, and includes the successors in interest of a lessee;

(k) "licensed market" means a private market licensed by the cantonment authority ;

(l) "licensed slaughter-house" means a private slaughter-house licensed by the cantonment authority;

(m) "market" means a place in a cantonment where persons periodically assemble for purposes of selling any articles of food for human, consumption;

(n) "notification" means a notification in the local official Gazette;

(o) "notified" means published by notification;

(p) "private market" means a market not maintained by the cantonment authority;

(q) "private slaughter-house" means a slaughter-house not maintained by the cantonment authority;

(r) "public market" means a market maintained by the Cantonment authority;

(s) "public slaughter-house" means a slaughter-house maintained by the cantonment authority;

(t) "regimental bazaar" means a bazar under the management of regimental authorities;

(u) "Sanitary Officer" means, where no Sanitary Officer has been specially appointed, the senior executive Medical. Officer in Military' employ on duty in a cantonment;

(v) "sarai" means a building in a cantonment ordinarily used, whether wholly or in part, for the accomodation of native travellers ;

(w) "saughter- house" means a place in a cantonment ordinarily used for the slaughter of animals for the purpose of selling the flesh for human consumption;

(x) "source of public water-supply" includes every public well, tank, river, stream, spring, channel, reservoir or other source in a cantonment from which water is or may be made available for public use, whether or not it is used for the purposes of water works, and also every source of water-supply situate on private premises to the use of which the public is entitled;

(y) "street" includes any way, road, lane, square, court, alley passage or open space in a cantonment, whether a thorough-fare or not and whether built upon or not, over which the public have a right of way, and also the roadway and footway over any bridge or cause- way; and

(z) "treasury" means the Government treasury or sub-treasury, or the bank or place prescribed by or under section 20 of the Cantonments Act, 1910, for the custody of the cantonment fund of a cantonment.

(2) Where any question arises as to whether a building is or is not a sarai, or a place is or is not a slaughter-house, it shall be decided by the cantonment authority, and the decision of the cantonment authority thereon shall be final and conclusive.



CHAPTER XX.

Committee of Arbitration.

250 **Obligation of Commanding Officer of Cantonment to convene a committee of arbitration to decide question as to rent or repairs**—On a requisition being made to him under Condition XVIII or Condition) X IX set forth in a lease executed under section 264 in Forms B or D in Schedule VI within the period mentioned in such Condition, the Commanding Officer of the cantonment shall forthwith proceed to convene a committee of arbitration—

- (a) to determine the amount of monthly rent to be paid ;or
- (b) to determine whether any, and if so, what, repairs are necessary, and the extent to which they are necessary.

251. Discretion of Commanding Officer of Cantonment to convene a committee of arbitration to decide question as to condition of house or as to rent or repairs—(1) On an application being made to him under Condition XX or Condition XXI set forth in a lease executed under section 264 in Forms B or D in Schedule VI, the Commanding Officer of the cantonment may, after such inquiry as he may think fit to make, proceed to convene a committee of arbitration—

- (a) to determine whether the house has become unfit for occupation; or
- (b) to determine the amount of monthly rent to be paid ; or
- (c) to determine whether any, and, if so, what repairs are necessary, and the extent to which they are necessary ; or
- (d) otherwise to determine the question in dispute.

(2) In the exercise of the discretion vested in him by this section the Commanding Officer of the cantonment may refuse to convene a committee of arbitration on the ground that the application therefor is groundless or frivolous, or for any other sufficient reason.

252. Obligation of Commanding Officer of cantonment to convene a committee of arbitration to determine amount of compensation payable

Where the cantonment authority and the person or persons concerned are unable to agree as to the amount of any compensation payable under the first proviso to section 83, sub-section (3), or under proviso (c) to section 164, sub-section (1), the Commanding Officer of the cantonment shall proceed to convene a committee of arbitration to determine the amount payable.

253. Procedure for convening committee of arbitration—Where a committee of arbitration is to be convened, the Commanding Officer of the cantonment shall cause an order to be published in Station Orders, stating the matter to be determined by the committee of arbitration.

(2) The Cantonment Magistrate shall send a copy of the order published under subsection (1) to the District Magistrate and to the parties concerned, and shall, by notice in writing, require the parties to nominate members of the committee of arbitration as hereinafter provided.

254. Composition of committee of arbitration convened under section 250 or 251—Every committee of arbitration convened under section 250 or 251 shall consist of—

(a) the District Magistrate or, if it is inconvenient for him to act, some Magistrate, being a justice of the peace, appointed by him to act in his stead;

(b) a member to be nominated by the officer concerned; and

(c) a member to be nominated by the lessee:

Provided that if such officer or lessee aforesaid fails to nominate a member within seven clear days from the date on which he is called upon to do so, or if any member who has been nominated, neglects or refuses to act and such officer or lessee, as the case may be, fails to nominate, within seven clear days from the date on which he is called upon to do so, another member who is willing to act, the Commanding Officer of the cantonment shall forthwith appoint a member in the place of such nominee.

255. Composition of committee of arbitration convened under section 252—Every committee of arbitration convened under section 252 shall consist of—

(a) the District Magistrate or, if it is inconvenient for him to act, some Magistrate, being a justice of the peace, appointed by him to act in his stead;

(b) a member to be nominated by the person or persons concerned; and

(c) a member to be nominated by the cantonment authority :

Provided that, if such person or persons concerned as aforesaid fails or fail to nominate a member within seven clear days from the date on which he

or they is or are called upon to do so, or if any member who has been nominated by such person or persons, neglects or refuses to act and such person or persons fails or fail to nominate, within seven clear days from the date on which he or they is or are called upon to do so, another member who is willing to act, the Commanding Officer of the cantonment shall forthwith appoint a member in the place of such nominee.

256. Members of committee of arbitration to be persons who are not personally interested, and whose services are immediately available

No person shall be nominated or appointed a member of a committee of arbitration unless he is personally disinterested in the matter under reference and his services are immediately available for the purposes of the arbitration; and the nomination of any person who is in the opinion of the Commanding Officer of the cantonment, personally interested in the matter under reference or whose services are not immediately available as aforesaid, shall be deemed to constitute a failure to make a nomination within the meaning of the foregoing provisions.

257. Assembly of committee of arbitration—When a committee of arbitration has been duly constituted, the Cantonment Magistrate shall, by notice in writing, inform each of the members of the fact, and the committee of arbitration shall assemble within seven clear days from the service of the notice.

258. Chairman of committee of arbitration—The District Magistrate or the Magistrate appointed by him to act in his stead shall be the chairman of every committee of arbitration.

259. Calculation of rent by committee of arbitration—For the purpose of determining the amount of monthly rent to be paid for a house, every committee of arbitration shall estimate, as nearly as may be, the market-value of all buildings and authorized additions; and the amount of rent determined upon shall be such percentage on such market-value as the committee of arbitration may think reasonable with reference to the circumstances of the neighbourhood and the period of time and season for which the house is likely to be occupied during the year, and shall include the taxes (if any) levied upon the land, or such proportion thereof as the committee of arbitration may find to be customarily paid for the time being in the neighbourhood by tenants.

260. Decision of committee of arbitration to be by vote and final

(1) The decision of every committee of arbitration shall be determined by the majority of the votes taken at a meeting at which all the members are present.

(2) The decision of every committee of arbitration shall be final.

Application for Building-Sites

On Government Land in Cantonments.

261. Application for permission to occupy Government land for building sites—Every application for permission to occupy, for the purposes of a building site, land belonging to the Government in a cantonment shall be submitted to the cantonment authority in writing, and shall contain the following particulars, namely :—

- (a) the situation, area and boundaries of the land;
- (b) the materials to be used in the intended buildings;
- (c) the period after the date of occupation within which the intended buildings are to be completed; and
- (d) the purposes for which the land and the intended buildings are to be used.

262. Documents to accompany applications—Every application made under section 261 shall be accompanied by :—

- (a) a plan, on a scale not smaller than one hundred and ten feet to the inch, showing—
 - (i) the boundaries of the land,
 - (ii) the roads or lands adjoining, and
 - (iii) all buildings intended to be erected on the land;
- (b) a ground plan and elevation of the principal building intended to be erected, showing the dimensions of the same;
- (c) a statement of the buildings intended to be erected;
- (d) an approximate statement of the intended outlay on the buildings and of the rent which it is proposed to charge for the same, if let to a tenant ; and
- (e) a declaration that the applicant has read the appropriate form of lease referred to in section 264 and undertakes, in the event of his application being sanctioned, to execute a lease in that form.

263. Disposal of such applications—(1) Every application made under section 261 shall, if the procedure prescribed by that section and section 262 has been duly observed, be referred by the cantonment authority to the Executive Engineer :—

- (a) for verification of the plan referred to in section 262, clause (a) ; and
- (b) for report as to whether the land is in the vicinity of a fortified place; whether the land is, in the opinion of the Executive

Engineer, likely to be required for any public purpose; and whether there is any departmental objection to the application being sanctioned.

(2) On receipt of such verification and report as aforesaid, the application shall be submitted to the Commanding Officer of the Cantonment.

(3) If the Commanding Officer of the Cantonment considers that the occupation of the land in the manner proposed would not be objectionable, either as regards the health or comfort of the troops or in any other respect, he shall attach to the application a certificate to that effect, and shall forward the application to the Officer Commanding the Division for sanction ;

Provided as follows :—

(a) Where the Commanding Officer of the Cantonment is not the Officer Commanding the Division, the application shall be forwarded to the Officer Commanding the Division through the Officer Commanding the Brigade, if any;

(b) The cantonment authority, the Commanding Officer of the Cantonment, the Officer Commanding the Brigade, or the Officer Commanding the Division, as the case may be, may reject the application:

(c) If the land is in the vicinity of a fortified place or is applied for by a railway company, the application shall not be sanctioned without the express orders of the Governor-General in Council, obtained through such channel as the Governor-General in Council may direct;

(d) If the land is applied for, for purposes of erecting a hospital, school or other public building, or if it is intended to set apart for occupation by civil officers the house to be erected on the land, the application shall not be sanctioned without the concurrence of the Local Government.

264. Execution of lease with site-plan annexed—(1) When an application under this Chapter is sanctioned, the applicant shall not occupy the land, nor erect any building thereon until, at his expense, there shall have been prepared in counterpart and, after execution, shall have been duly registered in accordance with the law for the time being in force relating to the registration of documents, a lease as nearly as may be in one of the forms indicated in Schedule VI hereto appended and subject to the conditions set forth in the annexure to such form, or in such other form as the Governor-General in Council may by General or special order prescribe in this behalf.

Explanation :—Form A in Schedule VI shall be applicable to leases of land applied for by a railway company, or for the purpose of erecting a hospital, school or other public building. Form B shall be applicable in cases of extensions of existing sites; or where it is desired to regularise existing grants; or in other exceptional cases where the grant of leases for a term of years is

not suitable. Form C shall be applicable to leases of land situate in a bazaar ; and Form D shall be applicable to all other leases of land under this Chapter.

(2) To every lease and to its counterpart there shall be appended a site plan of the land prepared at the cost of the applicant on a scale not smaller than one hundred and ten feet to the inch, showing—

- (a) the boundaries of the land;
- (b) the roads or lands adjoining; and
- (c) all buildings authorised to be erected on the land.

(3) The site-plan shall be verified by the Executive Engineer and shall be signed,—

- (a) if the land is situate in a bazar, by the Cantonment Magistrate,
- (b) if the land is not situate in a bazar, by the Officer Commanding the Brigade, or if there is no such officer the Commanding Officer of the cantonment, and shall be endorsed with the date of its preparation, the name of the lessee and a note specifying the period within which the buildings to be erected on the land are to be completed.

(4) One copy of the site-plan, prepared at the cost of the applicant and varified by the Executive Engineer, shall be delivered by the applicant to the cantonment authority.

265. Grant and record of leases—When the requirements of section 264 have been complied with the cantonment authority shall—

(1) grant to the applicant the lease with site-plan annexed and deliver to him possession of the land ;

(2) transmit for record to the head-quarters of the Division or independent Brigade the counterpart with site-plan annexed ; and

(3) record in its office a copy of the lease authenticated by the signature of the Cantonment Magistrate, and accompanied by the copy of the site plan referred to in section 264, subsection (4).

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CHAPTER XXII.

Registration of Immoveable

Property in Cantonments.

266. General plan—The cantonment authority shall prepare and maintain a general plan of the cantonment, on a scale of not less than twelve inches to the mile, showing all necessary details and distinguishing in particular—

- (a) all houses (if any) which have been set apart, in accordance with the conditions of leases executed under section 264, for occupation by civil officers; and
- (b) all land (if any) which does not belong to the Government, and all houses (if any) situate thereon.

267. Bazar-plan— The cantonment authority shall also prepare and maintain a bazar-plan, on a scale not smaller than one hundred and ten feet to the inch, of every bazar in the cantonment.

268. Sites and streets to be distinguished—(1) Every site shall be shown under a distinguishing number on the plans prepared under this Chapter, and the numbers for each bazar shall form a separate series.

(2) Every street shall be shown on such plans as aforesaid by its name or under an alphabetical letter or number.

269. Dating and authentication of plans—(1) Every plan prepared under this Chapter shall, on completion, be dated and authenticated by the signature of the Executive Engineer.

(2) Whenever a general plan prepared under section 266 is altered, the alteration shall be explained on the plan in a memorandum dated and signed by the Executive Engineer.

270. Plans not to be destroyed without sanction—No plan which relates to land in cantonment and is in the custody of the cantonment authority or of any public officer, other than a plan submitted with an application under Chapter XXI, shall be destroyed without the previous sanction of the Governor General in Council.

271. Register of Government land held by lessees outside bazaars—The Cantonment Magistrate shall maintain a register showing, in regard to all Government land held by lessees and not situate in a bazar (whether the sites were occupied by the lessees before or after the commencement of the Cantonment Code, 1899) and the buildings situate thereon, the following particulars, so far as they can be ascertained, namely—

- (a) the name of the cantonment, and the number and date of any orders declaring it to be a cantonment or defining its limits;
- (b) a reference to any similar register kept before the commencement of the Cantonment Code, 1899 ;
- (c) the date of registry of the site;
- (d) the number of the site, as shown on the general plan maintained under section 266 ;
- (e) the dimensions of the site;
- (f) the boundaries of the site;
- (g) in the case of a site occupied before the commencement of the Cantonment Code, 1899, the date of the permission to occupy the

site, and, in the case of a site occupied after the commencement of the Cantonment Code, 1899, the date of the lease executed by the lessee under the said Code or under section 264 :

- (h) the name and description of the lessee at the date of registry;
- (i) the name and description of the lessee's agent (if any) at the date of registry;
- (j) the nature of the lessee's right under this code and the Cantonment Code, 1899, or under any other provision of law, including the particulars of any special right of occupancy;
- (k) the estimated value of buildings on the site at the date of registry:
- (l) the dates of authorities to add to buildings; and
- (m) all changes occurring from time to time, whether by transfer, by alterations or additions, by decisions of committees of arbitration, in dimensions, in value, or in agency.

Explanation : — In this section, the expression "date of registry" means the date of entry in the register maintained hereunder.

Note :—The form prescribed is India Army Form Y—1978.

272. Register of Government land held by lessees in bazaars— The Cantonment Magistrate shall maintain a register showing, in regard to all Government land held by lessees and situate in a bazar (whether the sites were occupied by the lessees before or after the commencement of the Cantonment Code, 1899) and the buildings situate thereon, the following particulars, so far as they can be ascertained, namely :—

- (a) the name of the bazaar ;
- (b) a reference to any similar register kept before the commencement of the Cantonment Code, 1899 ;
- (c) the date of registry of the site ;
- (d) the number of the site, as shown on the bazar-plan maintained under section 267 ;
- (e) the dimensions of the site ;
- (f) the boundaries of the site ;
- (g) in the case of a site occupied before the commencement of the Cantonment Code, 1899, the date of the permission to occupy the site, and in the case of a site occupied after the commencement of the Cantonment Code, 1899, the date of the lease executed by the lessee under the said Code or under section 264 ;
- (h) the name and description of the lessee at the date of registry ;
- (i) the name and description of the lessee's agent (if any) at the date of registry ;

- (j) the estimated value of buildings on the site at the date of registry; and
- (k) all changes occurring from time to time, whether by transfer, by alterations or additions, in dimensions, in value, or in agency.

Explanation :—In this section, the expression “date of registry” means the date of entry in the register maintained hereunder.

Note :—The Form prescribed is India Army Form Y—1977.

273. Register of private land—The Cantonment Magistrate shall maintain a register showing, in regard to all land (if any) which is private property, and the buildings situate thereon, the following particulars, so far as they can be ascertained, namely :—

- (a) the name of the cantonment, and the number and date of any orders declaring it to be a cantonment or defining its limits;
- (b) a reference to any similar register kept before the commencement of the cantonment Code, 1899 ;
- (c) the date of registry of the site;
- (d) the number of the site as shown on the general plan;
- (e) the dimensions of the site;
- (f) the boundaries of the site;
- (g) the name and description of the owner at the date of registry;
- (h) the name and description of the owner’s right (if any) at the date of registry;
- (i) the particulars of the owner’s right by reference to any acknowledgement by the Government, or any other proof;
- (j) the estimated value of buildings on the site at the date of registry; and
- (k) all changes occurring from time to time, whether by transfer, by alterations or additions, in dimensions, in value, or in agency.

Explanation :—In this section the expression “date of registry” means the date of entry in the register maintained thereunder.

Note :— The Form prescribed is India Army Form Y—1979.

274. Register of transfers—(1) The Cantonment Magistrate shall maintain a register of transfers, in which he shall from time to time enter references to all transfers of immoveable property—

- (a) registered in his own office, where he is himself Registrar or Sub-Registrar of the cantonment under the Indian Registration Act, 1908, or
- (b) appearing in the copies forwarded to him by the Registrar of the

district under section 29, sub-section (2), of the Cantonments Act, 1910, as the case may be.

(2) The register of transfers shall contain the following particulars, namely:—

- (a) a serial number of each transfer ;
- (b) the date of registry;
- (c) the distinguishing number of the site, as recorded in the register maintained under section 271, 272 or 273, as the case may be ;
- (d) the name of the transferor ;
- (e) the name of the transferee ;
- (f) the nature of the transfer, that is to say, whether by sale, mortgage, gift, exchange or bequest;
- (g) the date of the transfer; and,
- (h) where the cantonment has been constituted a district or sub-district for the purposes of the Indian Registration Act, 1908, references to the Indexes Nos. I, II and III kept in the cantonment under sections 54 and 55 of that Act.

Explanation:—In this section the expression “date of registry” means the date of entry in the register maintained hereunder.

Note:—The Form-prescribed is India Army Form Y-1981.

275. Reference in other registers, to the register of transfers—

Reference, when possible, to the serial number in the register of transfers shall be sufficient record, in the registers maintained under sections 271, 272 and 273, respectively, of changes occurring by transfer.

276. Annual Inspection of Registers—(1) The cantonment authority shall, in the month of July in each year, make an inspection of the registers maintained under sections 271, 272 and 273, respectively, and shall ascertain—

(a) Whether all the changes referred to in section 271 clause (m), or in section 273, clause (k), which have taken place during the last preceding twelve months, have been duly noted in the appropriate register ; and

(b) whether any of the said registers are in such a condition as to require renewal.

(2) The cantonment authority may give such directions as it thinks fit after making an inspection under sub-section (1), and shall send a brief report to the

Officer Commanding the Brigade or Division, as the case may be, of any action taken by it under this section.

SCHEDULE VI
(See Section 264)
FORM A

(Form of Lease to be executed in cases of land applied for by a Railway Company or for the purpose of erecting a hospital, school or other public building.)

The Indenture made the.....day of.....Between the Secretary of State for India in Council (hereinafter called the Secretary of State which expression where the context so admits shall include his successors in office and assigns) of the one part, and (hereinafter called the Lessee (s) which expression where the context so admits shall include its/ their successors and assigns) of the other part.

Whereas the Lessee (s) has/have applied for permission to occupy, for the purposes of a building site, the land belonging to the Government in the Cantonment which is delineated in the site-plan hereto appended, and has/have submitted with its/their application the particulars and documents required by sections 261 and 262 of the Cantonment Code, 1912.

And whereas the said application has received the sanction of the Officer Commanding the.....Division.

Now this Indenture witnesseth as follows—

The Secretary of State doth hereby grant unto the Lessee (s) liberty and license to enter into and upon the piece or parcel of land delineated in the site-plan hereto appended and henceforth to occupy the same as a site for the erection of buildings, and henceforth to hold and enjoy the same and any buildings erected by it/them thereon..... (fill in as the case may be “free of rent but” or “subject to the payment of the yearly rent of Rs.....and”) subject to the conditions set forth in the annexure hereto.

(2) (Strike out words in brackets if no rent is payable—The Lessee (s) hereby covenant (s) with the Secretary of State that the Lessee shall and will *(duly pay the said rent in the manner provided in the annexure hereto and) observe all and every the conditions hereinbefore referred to and on its/their part to be observed—

When the parties execute on separate dates, omit the words “the day and year first above written” and add the dates below the signatures. The last of such dates will be entered in the commencement as the day of making the indenture.

Strike out to suit facts.

In Witness whereof the Secretary of State has hereunto set his hand and seal and the Lessee (s) has caused its common seal to be affixed /have also set their hands and seals the day and year first above written.

Signed, Sealed and Delivered by the Officer)
Commanding the.....Division acting in the)
premises for and on behalf of the Secretary of)
State for India in Council in the presence of)

.....
The common seal of the..... Company)
was hereto affixed in the presence of.....)
.....)

or

Signed, Sealed and Delivered by the above)
named.....)
in the presence of.....)

ANNEXURE TO FORM A Conditions

Condition I—Commencement and completion of buildings.

The buildings to be erected on the land shall be commenced within six months from the execution of the lease and shall be completed within the period specified in the note endorsed on such plan or within such further period (if any) as the authority which sanctioned the application under Chapter XXI of the Cantonment Code, 1912, may, by order in writing, allow

Condition II—Erection of buildings.

(1) The said buildings shall be erected in accordance with the particulars specified in the Lessee (s), application under sections 261 and 262 of the said Cantonment Code and the plans and documents accompanying the same and the site-plan appended hereto or where a proposed building, alteration or addition is not in accordance therewith then in accordance with such further or other particulars as may be permitted in writing by the authority which sanctioned the application under Chapter XXI of the said Code.

(2) Any such permission may be made subject to any conditions which may be agreed upon between such authority and the Lessee (s).

Condition III—Use of land and maintenance of buildings.

The land shall not be used for any purposes other than those specified in the Lessee (s) application under section 261, clause (d), of the Cantonment Code, 1912, nor shall the buildings erected on the land be permitted to fall into such a state as absolutely to prevent their being used for the purposes so specified:

Provided always that if the said buildings or any part thereof any time be destroyed by earthquake, fire, cyclone or other act of God or

shall be so injured thereby as to render them unfit for the purposes above specified then and in such case the Lessee (s) shall within six calendar months from such destruction or injury as aforesaid commence to rebuild the same and shall reinstate the same fit for use for the purposes aforesaid within such period not exceeding two years after the same shall have been so destroyed or injured as aforesaid as to the Officer Commanding the..... Division shall seem fit : provided nevertheless that in no such case shall the Lessee (s) be required to reinstate the same fit for use as aforesaid within a shorter period than twelve calendar months from the date of such destruction or injury.

Condition III (A)—(This clause to be struck out (if the land is rent free.)). The Lessee (s) shall pay the said yearly rent of Rs.....by equal monthly instalments of Rs..... and the said instalments shall be paid on the fifteenth day of every month during the continuance of this demise for the month immediately preceding.

Condition IV—Power to veto transfer of Lessee's interest in certain cases. (1) Whenever the Lessee (s) intend (s) to transfer by sale, gift, mortgage or exchange its/their interest in the land or in the buildings erected on the land or in any part of the land or buildings it/they or the intended transferee shall give the Cantonment Magistrate one month's notice in writing before the transfer is completed.

(2) The Officer Commanding the Division shall have power within the said period of one month and with the concurrence of the Local Government to impose by order in writing his veto on any such transfer, and, if in any case the Cantonment Authority considers it desirable that the said power of veto shall be exercised, it shall report the case to such Officer Commanding the Division without delay.

(3) If notice of any such transfer is not given as aforesaid or if any such transfer is made after the same has been vetoed the transfer shall be void.

Condition V—Report of devolution of Lessees' interest.

Every person on whom the Lessee (s) interest in the land or in the buildings erected on the land may devolve by transfer, by succession, or by operation of law shall send to the Cantonment Authority within one month from the date of such devolution, a report in writing of the fact together with such particulars as may be required by that Authority for entry in the register maintained under section 271 or 272 as the case may be of the Cantonment. Code, 1912.

Condition VI—Procedure on breach of condition I or condition II.

(1) If the Lessee (s) does/do not commence or complete as required by Condition I the buildings to be erected on the land the Cantonment Authority may by notice in writing, require it/them to remove all or any buildings or material which it/they may have erected or collected thereon and if it/they

fail (s) to comply with such notice the Cantonment Authority may after giving it/ them six hours' further notice in writing cause such removal to be effected and recover the cost from it/them and may also cancel the lease.

(2) If the Lessee(s) erect(s) any building or make(s) any alteration or addition otherwise than as allowed by or under Condition II the Cantonment Authority may, by notice in writing require it/them to remove the building or to alter the same to its satisfaction and if it/they fail (s) to comply with such notice of the Cantonment Authority, may after giving it/them six hours' further notice in writing cause such removal or alteration to be effected and recover the cost from it/ them.

Condition VII—Forfeiture for breach of any other condition—

(1) So long as the Lessee(s) shall duly (pay the said rent of Rs..... and*) observe the conditions hereinbefore specified and on its/their part to be observed it/they may subject to Condition IX hold the land for ever without interruption by the Secretary of State.

(2) *(The words in brackets to be struck out if the land is rent free.

If the Lessee(s) shall (fail to pay the said* rent of Rs.....for 21 days after the same shall become due or shall) in the event of the said buildings being destroyed or injured by earthquake, fire, cyclone or other act of God fail to commence rebuilding the same as provided in Condition III, hereof within six months of such destruction or injury and to reinstate the same fit for use as provided in the said Condition III hereof and within such period as therein provided or shall break any of the conditions hereinbefore specified other than Condition I or Condition II and on its/their part to be observed the Local Government may after giving one month's notice in writing resume possession of the land or any portion thereof and may on such resumption declare all or any part of the right and interest of the Lessee(s) in the buildings erected on the land to be forfeited.

Condition VIII—Claims to compensation barred.

The Lessee(s) shall not be entitled to compensation for any loss incurred by reason of anything done in pursuance of Condition VI or Condition VII clause (2).

Condition IX—Right of the Government to resume the land on payment of compensation for buildings.

The Local Government may resume possession of the said land or any portion thereof at any time upon giving one calendar month's previous notice in writing in that behalf to the Lessee(s) under the 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

as provided in Chapter XX of the Cantonment Code, 1912, 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 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.

'[(iv) * * *]

'[A.D. No. 641 dated 25.7.1913]

The Lessee shall not at any time during the said term remove the buildings erected on the said land or any part thereof nor make any structural alteration thereof or addition thereto without the like written permission as is mentioned in Condition II hereof.

□ □ □ □ □ □

FORM B

(See section 264)

(Form of Lease for an indefinite term to be executed in cases of extensions of existing sites; or where it is desired to regularise existing grants; or in other exceptional cases where the grant of leases in forms A, C and D is not suitable.)

THIS indenture, made the.....day of.....
Between the Secretary of State for India in Council (hereafter called the Secretary of State which expression where the context so admits shall include his successors in office and assigns), of the one part, and son of..... of.....
..... (hereinafter called the Lessee which expression where the context so admits shall include his heir, executors, administrators and assigns), of the other part.

WHEREAS the Lessee has applied for permission to occupy, for the purpose of a building-site, the land belonging to the Government in the..... Cantonment which is delineated in the site-plan hereto appended, and

has submitted with his application the particulars and documents required by sections 261 and 262 of the Cantonment Code, 1912 ;

AND whereas the said application has received the sanction of the Officer Commanding.....the Division ;

NOW this Indenture witnesseth as follows :

1. The Secretary of State doth hereby grant unto the Lessee liberty and license to enter into and upon the piece or parcel of land delineated in the site plan here to appended, and to occupy the same as a site for the erection of buildings, and henceforth to hold and enjoy the same and any buildings erected by him thereon (Fill in as the case may be "free of rent but" or "subject to the payment of the yearly rent of rupees and," subject to the conditions set forth in the annexure hereto.

2. The Lessee doth hereby covenant with the Secretary of State that the Lessee shall and will duly (*pay the said rent in the manner provided in the annexure hereto and) observe all and every the conditions hereinbefore referred to and on his part to be observed.

*(The words in brackets to be omitted, if the land is rent free.)

** (In Witness whereof the said parties hereto have hereunto set their hands and seals the day and year first above written.

** When the parties execute on separate dates omit the words "the day and the year first above written" and add the dates below the signatures. The last of such dates will be entered in the commencement as the day of making the Indenture. Signed, sealed and delivered by the Officer Commanding the.....Division, acting in the premises for and on behalf of the Secretary of State for India in Council, In the presence of Signed, sealed and delivered by the above-named in the presence of

□ □ □ □ □ □

ANNEXURE TO FORM B. Conditions

In these conditions—

- (a) "house" means the house erected on the and occupied by the Lessee, and includes the land and buildings appurtenant to the house ; and if any question arises whether any land or building

is appurtenant to the house, it shall be decided by the Cantonment Magistrate, whose decision thereon shall, subject to revision by the District Magistrate, be final;

- (b) the expression "repairs" to house shall be deemed to include such repairs as are usually made in the neighbourhood to buildings of the same class as that to which the house belongs, but does not include additions, improvements or alterations except in so far as they are necessary to carry out such repairs as aforesaid or have been made with the Lessee's consent;
- (c) "military officer" means a commissioned or warrant officer of the army on military duty in the cantonment, and includes a chaplain, a cantonment magistrate and any person in army departmental employment whom the General Officer of the Command may, for the purposes of these Conditions, place on the same footing as a military officer ; and
- (d) "civil officer" means a gazetted civil officer of the Government, and includes any other person in the service of the Government, not being a military officer, whom the Local Government may, for the purposes of these Conditions, place on the same footing as a civil officer.

Condition I—Commencement and completion of buildings.

The buildings to be erected on the land shall be commenced within six months from the execution of the lease, and shall be completed within the period specified in the note endorsed on the site-plan annexed hereto or within such further period (if any) as the authority which sanctioned the application under Chapter XXI of the Cantonment Code, 1912, may, by order in writing allow.

Condition II—Erection of buildings

(1) The said buildings shall be erected in accordance with the particulars specified in the Lessee's application under sections 261 and 262 of the said Cantonment Code and the plans and documents accompanying the same and the site plan appended hereto or where a proposed building, alteration or addition is not in accordance herewith then in accordance with such further or other particulars as may be permitted in writing by the authority which sanctioned the application under Chapter XXI of the said Code.

(2) Any such permission may be given subject to any conditions which may be agreed upon between such authority and the Lessee.

Condition III—Use of land and maintenance of buildings.

The land shall not be used for any purpose other than those specified in the Lessee's application under section 261, clause (d), of the Cantonment Code, 1912; nor shall the buildings erected on the land be permitted to fall

into such a state as absolutely to prevent their being used for the purposes so specified :

Provided always that if the said buildings or any part thereof shall at any time be destroyed by earthquake, fire, cyclone, or other act of God or shall be so injured thereby as to render them unfit for the purposes above specified then and in such case the Lessee shall within six calendar months from such destruction or injury as aforesaid commence to rebuild the same and shall reinstate the same fit for use for the purposes aforesaid within such period not exceeding two years after the same shall have been so destroyed as aforesaid as to the Officer Commanding the Division shall seem fit: Provided nevertheless that in no such case shall the Lessee be required to reinstate the same fit for use as aforesaid within a shorter period than twelve calendar months from the date of such destruction or injury.

Condition III-A—This clause to be struck out if the land is rent free.)

The Lessee shall pay the said yearly rent of rupees.....by equal monthly instalments of rupees..... and the said instalments shall be paid on the 15th day of every month, during the continuance of this demise for the month immediately preceding.

Condition IV—Power to veto transfer of Lessee's interest in certain cases.

(1) Whenever the Lessee intends to transfer, by sale, gift, mortgage, or exchange, his interest in the land, or in the buildings erected on the land, or in any part of the land or buildings, he or the intended transferee shall give the Cantonment Magistrate one month's notice in writing before the transfer is completed.

(2) The Officer Commanding the Division shall have power, within the said period of one month, and with the concurrence of the Local Government, to impose, by order in writing, his veto on any such transfer; and, if in any case the cantonment authority considers it desirable that the said power of veto should be exercised, it shall report the case to such Officer Commanding the Division without delay.

(3) If notice of any such transfer is not given as aforesaid, or if any such transfer is made after the same has been vetoed, the transfer shall be void.

Condition V—Report of devolution of Lessee's interest.

Every person on whom the Lessee's interest in the land, or in the buildings erected on the land, may devolve, by transfer, by succession or by operation of law, shall send to the cantonment authority, within one month from the date of such devolution, a report in writing of the fact, together with such particulars as may be required by that authority for entry in the register maintained under section 271 or section 272, as the case may be, of the Cantonment Code 1912.

Condition VI—Right of the Government to appropriate the house for occupation by any military or civil officer.

The Government reserves a right, subject to the conditions hereinafter contained, to appropriate the house at any time for occupation by any military officer or civil officer.

Condition VII—Agreement to vacate to be executed when house is let to any person other than a military or civil officer.

If the Lessee lets the house to any person other than a military officer or (if the house has been set apart in accordance with Condition X for occupation by civil officers) a civil officer, possession of the house shall not be given until—

(a) such person has executed a stamped agreement undertaking to vacate the house whenever required so to do in pursuance of a notice issued under Condition VIII or Condition X without claiming any compensation, and has registered such agreement under the law for the time being in force relating to the registration of documents, and

(b) the Lessee has forwarded an attested copy of such agreement to the cantonment authority.

Condition VIII—Appropriation of house for a military officer, where it is not already occupied by a Military Officer.

Whenever the cantonment authority considers that the right reserved by Condition VI should be exercised on behalf of any military officer, it may, if the house is not already occupied by a military officer, and if it has not been set apart in accordance with Condition X for occupation by civil officers, by notice in writing—

(a) require the Lessee to let the house to the military officer named in the notice, and

(b) require the existing tenant (if any) to vacate the same,

Condition IX—Appropriation of house for a military officer, where it is occupied by another military officer.

If the house is occupied by a departmental military officer and the cantonment authority considers that the right reserved by Condition VI should be exercised in behalf of a regimental officer, or vice versa, it may, by notice in writing, require the officer in occupation to vacate the house; and may, if necessary, by further notice in writing, require the Lessee to accept the change of tenancy.

Condition X—Appropriation of house for civil officers.

(1) The cantonment authority may, at any time, with the previous sanction of the Officer Commanding the Division given with the concurrence

of the Local Government, set apart the house for occupation by civil officers.

(2) If the house has been so set apart, the arrangement shall not be revoked without the concurrence of the Local Government.

(3) If, while the house is so set apart, the cantonment authority at any time considers that the right reserved by Condition VI should be exercised in behalf of any civil officer, it may, if the house is not already occupied by a civil officer, by notice in writing—

(a) require the Lessee to let the house to the civil officer named in the notice, and

(b) require the existing tenant (if any) to vacate the same.

Condition XI—Procedure to be observed before appropriating house.

(1) Whenever a military officer or a civil officer considers that a notice should be issued in his behalf under Condition VIII, Condition IX or Condition X, he may request (in the case of a regimental officer) the Commanding Officer of his regiment, or (in the case of a departmental military officer) the local head of his department, or (in the case of civil officer) the District Magistrate, to make an application to that effect to the Cantonment Authority.

(2) On receipt of any such application the cantonment authority shall inquire into the case; and it shall not issue the notice unless it is satisfied—

(a) that the officer ought to reside in the cantonment, and

(b) that the circumstances are such as to require its intervention, and

(c) that the rent offered by the officer for the house is reasonable, and

(d) if the house is vacant, that it is suitable for the residence of the officer, and

(e) if the house is occupied, that it is suitable for the residence of the officer and that there is no vacant house in the cantonment which is suitable for his residence.

Explanation :—In considering whether a house is suitable for the residence of an officer, regard shall be had to (i) the locality in which his duties chiefly lie and (ii) his rank.

Condition XII—Sanction to be obtained before house is occupied as a hospital, bank, hotel, shop or school, or by a railway administration.

(1) The house shall not be occupied for the purposes of a hospital, bank, hotel, shop or school, or by railway administration without the previous written sanction of the Officer Commanding the Division, given with the concurrence of the Local Government.

(2) Before application is made for such sanction, the Commanding Officer of the cantonment shall certify whether or not in his opinion the number of houses

in the cantonment, as compared with the strength of the existing or probable garrison, renders it likely that such occupation as aforesaid would—

- (a) cause any difficulty in obtaining accommodation in the cantonment, or in the part of the cantonment in which the house is situate, for military officer or civil officers, or
- (b) necessitate the acquisition of land at some future time for the extension of the cantonment.

Condition XIII—House not to be appropriated for military or civil officer if it is occupied with sanction as a hospital, bank, hotel, shop or school or by a railway administration or is otherwise appropriated by the Government.

No notice shall be issued under Condition VIII or Condition X if the house—

- (a) is occupied, with the sanction required by Condition XII, as a hospital, bank, hotel, shop or school, and has been so occupied continuously during the three years immediately preceding the time when the occasion for issuing the notice, arises, or
- (b) is occupied, with the sanction aforesaid, by a railway administration, or
- (c) is appropriated by the Local Government, with the concurrence of the Officer Commanding the Division, or by the Governor-General in Council, for use as a public officer or for any other purpose.

Condition XIV—Rent offered to be stated in notice to Lessee.

Every notice to the Lessee issued under Condition VIII, Condition IX or Condition X, shall state the amount of monthly rent which the proposed tenant offers to pay for the house.

Condition XV— Time to be allowed for giving possession of House.

(1) If the house is unoccupied, any notice issued under Condition VIII or condition X may require the Lessee to give possession of the same to the proposed tenant within four days from the service of the notice.

(2) If the house is occupied, no such notice as aforesaid shall require its vacation in less than thirty days from the service of the notice.

Condition XVI—Terms of tenancy applicable to military and civil officers.

(1) Subject to the terms of any agreement in writing between the Lessee and a military officer or a civil officer, and to the terms of this condition, every lease of the house to such an officer shall be deemed to be a lease from month to month terminable—

- (a) without notice, in the case of the departure of the officer from the cantonment on duty or under medical certificate, or in the

case of a committee of arbitration deciding that the house has become unfit for occupation, or

(b) by one month's notice in writing to the Lessee in any other case.

(2) A notice under clause (1) of the condition must be signed by or on behalf of the officer concerned; and the Cantonment Magistrate shall, if the officer so desires, cause it to be served on the Lessee free of charge.

(1) When a military officer or a civil officer has, in pursuance of clause (1) of this condition, given up his occupation of the house without notice, and has occupied the house during a portion only of the calendar month in which his occupation ceased, he shall be liable to pay as rent for that portion a sum bearing the same proportion to the monthly rent as the said portion bears to the whole month :

Provided that the sum shall not, in any case, be less than one fourth of the monthly rent.

Condition XVII—Sub-Lease voidable at option of Lessee.

If any tenant of the house, being a military officer or a civil officer sub-lets the same without the consent of the Lessee, the sub-lease shall be voidable at the option of the Lessee.

Condition XVIII—Right of Lessee to require reference to arbitration on question of rent.

(1) If the Lessee considers that any rent offered by a proposed tenant and stated in a notice in accordance with Condition XIV is insufficient, he may, within a period of fifteen days from the service of such notice, require that the matter be referred by the Commanding Officer of the cantonment to a committee of arbitration.

(2) If the Lessee does not make such a requisition within the said period, he shall be deemed to have accepted the rent so offered.

(g) After such acceptance or the decision of a committee of arbitration, the amount of such rent shall not be called in question by either party except in the circumstances mentioned in clause (a) of Condition XXI.

Condition XIX—Right of Lessee to require reference to arbitration on question of repairs.

(1) If the Lessee fails to execute any repairs to the house which any tenant, being a military or civil officer, may consider necessary, the cantonment authority may, at the request of the tenant, and if it is satisfied that such repairs or any of them are necessary, by notice in writing, require the Lessee to execute such repairs or such of them as it may consider necessary, within a period, not less than fifteen days, to be specified in the notice.

(2) If the Lessee objects to comply with any notice issued under clause (1) of this condition, he may, within fifteen days from the service of the

notice, require that the matter be referred by the Commanding Officer of the Cantonment to a committee of arbitration

Condition XX—Power of tenant to apply for reference to arbitration on question whether house has become unfit for-occupation.

If any tenant of the house, being a military or civil officer considers that his lease should be terminable without notice in consequence of the house having become unfit for occupation he may apply to the Commanding Officer of the cantonment to refer the matter to a committee of arbitration.

Condition XXI—Power of either Lessee or tenant to apply for reference to arbitration on other questions.

If the Lessee and any tenant of the house, being a military or civil officer, disagree—

- (a) as to any change in the rent of the house which is proposed in consequence of dilapidations or additions to buildings or for any other similar reason, or
- (b) on any matter relating to rent or repairs, other than a matter referred to in clause (a) of Condition XVIII, Condition XIX or Condition XX.

either the Lessee or the tenant may apply to the Commanding Officer of the cantonment to refer the matter to a committee of arbitration.

Condition XXII—Constitution of committee of arbitration; its decision to be binding on Lessee and his tenant.

Whenever any matter is referred to a committee of arbitration in pursuance of Condition XVIII, Condition XIX, Condition XX or Condition XXI, the Committee shall be constituted as provided in Chapter XX of the Cantonment Code, 1912, and the Lessee and his tenant shall be bound by the decision of the committee.

Condition XXII—Right of tenant to execute repairs and deduct cost from rent.

If the Lessee fails to comply with any notice issued under clause (1) of Condition XIX, and has not, within fifteen days from the service of such notice required that the matter be referred to a committee of arbitration, or

If any committee of arbitration constituted under Chapter XX of the Cantonment Code, 1912, decides that repairs are necessary, and the extent to which they are necessary and the Lessee fails to execute such repairs within a period to be specified in a notice issued by the cantonment authority in that behalf, the tenant of the house may himself cause the repairs specified in the notice to be executed at rates not exceeding those paid in the cantonment by the Military Works Department, or the Public Works Department, and

may deduct the cost thereof from the rent, or otherwise recover it from the Lessee.

Condition XXIV—Procedure on breach of Condition I or Condition II.

(1) If the Lessee does not commence or complete, as required by Condition I, the buildings to be erected on the land, the cantonment authority may, by notice in writing, require him to remove all or any buildings or materials which he may have erected or collected thereon; and, if he fails to comply with such notice, the cantonment authority may, after giving him six hours' further notice in writing, cause such removal to be effected and recover the cost from him, and may also cancel the lease.

(2) If the Lessee erects any building or makes any alteration or addition otherwise than as allowed by or under Condition II, the cantonment authority may, by notice in writing, require him to remove the building or to alter the same to its satisfaction; and, if he fails to comply with such notice, the cantonment authority may, after giving him six hours' further notice in writing, cause such removal or alteration to be effected and recover the cost from him.

Condition XXV—Forfeiture for breach of any other condition *(The words in brackets to be omitted if the land is rent free.)

(1) So long as the Lessee shall *(duly pay the said rent of rupees..... and) observe the conditions hereinbefore specified and on his part to be observed, he may, subject to Condition XXVII, hold the land for ever without interruption by the Secretary of State.

(2) The words in brackets to be omitted if the land is rent free.)

If the Lessee shall (fail to pay the said rent of rupees.....,for 21 days after the same shall have become due or shall), in the event of the said buildings being destroyed or injured, by earthquake, fire, cyclone or other act of God, fail to commence re-building the same as provided in Condition III hereof within six months of such destruction or injury, and to reinstate the same fit for use as provided in the said Condition III hereof, and within such period as therein provided or shall break any of the conditions hereinbefore specified, other than Condition I. or Condition II, and on his part to be observed the Local Government may, after giving one month's notice in writing, resume the land or any portion thereof, and may, on such resumption, declare all or any part of the right and interest of the Lessee, in the buildings erected on the land to be forfeited.

Condition XXVI—Claims to compensation barred.

The Lessee shall not be entitled to compensation for any loss incurred by reason of anything done in pursuance of Condition XXIV or Condition XXV, clause (2).

Condition XXVII—Right of the Government to resume the land on payment of compensation for buildings.

The Local Government may resume the land or any portion thereof at any time after giving one month's notice in writing, and on payment of compensation for such buildings standing on the land or portion thereof as shall have been erected 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 as provided in Chapter XX of the Cantonment Code, 1912, and the Lessee shall be bound by the decision of the committee of arbitration.

FORM C

(See Section 264)

(Form of Lease for a term of.....years.)

THIS INDENTURE made the..... day of.....
Between the Secretary of State for India in Council (hereinafter called the Secretary of State which expression where the context so admits shall include his successors in office and assigns) of one part and.....
.....son of of(hereinafter called the Lessee which expression where the context so admits shall include his heirs, executors, administrators and assigns) of the other part. Whereas the Lessee has applied for permission to occupy for the purpose of a building site the land belonging to the Government in the.....Cantonment which is delineated in the site-plan hereto appended and has submitted with his application the particulars and documents required by sections 261 and 262 of the Cantonment Code, 1912, and whereas the said application has received the sanction of the '[Commanding Officer of the..... Division.]

[A.D. Notification No. 642 dated 25-7-1913].

Now this Indenture witnesseth as follows—

1. The Secretary of State doth hereby grant unto the Lessee liberty and license to enter into and upon the piece or parcel of land delineated in the site-plan hereto appended and henceforth to occupy the same as a site for the erection of buildings and henceforth to hold and enjoy the same and any buildings erected by him thereon (fill in as the case may be free of rent but" or "subject to the payment of the yearly rent of Rs..... and") subject to the conditions set forth in the annexure hereto,

2. (Strike out words in brackets if no rent is payable).

The Lessee doth hereby covenant with the Secretary of State that the Lessee shall and will (duly pay the said rent in the manner provided in the annexure hereto and) observe all and every the conditions hereinbefore referred to and on his part to be observed.

When the parties execute on separate dates omit the words "the day and year first above written" and add the dates below the signatures. The last of such dates will be entered in the commencement as the day of making the indenture.)

Signed, Sealed and Delivered by the Officer Commanding the Divisionacting in the premises for and on behalf of the Secretary of State for India in Council in the presence of

Signed, Sealed and Delivered by the above named.....in the presence of

In witness whereof the said parties hereto have hereunto set their hands and seals the day and year first above written.

ANNEXURE TO FORM C.

Conditions.

Condition I-Commencement and completion of buildings.

The buildings to be erected on the land shall be commenced within six months from the execution of the lease and shall be completed within the period specified in the note endorsed on such plan or within such further period (if any) as the authority which sanctioned the application under Chapter XXI of the Cantonment Code, 1912, may, by order in writing, allow.

Condition II—Erection of buildings.

(1) The said buildings shall be erected in accordance with the particulars specified in the lessee's application under sections 261 and 262 of the said Cantonment Code and the plans and documents accompanying the same and the site-plan appended hereto or where a proposed building, alteration or addition is not in accordance therewith then in accordance with such further or other particulars as may be permitted in writing by the authority which sanctioned the application under Chapter XXI of the said Code.

(2) Any such permission may be made subject to any conditions which may be agreed upon between such authority and the Lessee.

Condition III—Use of land and maintenance of buildings.

The land, shall not be used for any purposes other than those specified in the Lessee's application under section 261, clause (d), of the Cantonment

Code, 1912, nor shall the buildings erected on the land be permitted to fall into such a state as absolutely to prevent their being used for the purposes so specified:

Provided always that if the said buildings or any part thereof shall at any time be destroyed by earthquake, fire, cyclone or other act of God or shall be so injured thereby as to render them unfit for the purposes above specified: then and in such case, the Lessee shall within six calendar months from such destruction or injury as aforesaid, commence to rebuild the same and shall reinstate the same fit for use for the purposes aforesaid, within such period not exceeding two years after the same shall have been so destroyed or injured as aforesaid as to the Cantonment Authority, of.....shall seem fit: Provided nevertheless that in no such case shall the Lessee be required to reinstate the same fit for use as aforesaid within a shorter period than twelve calendar months from the date of such destruction or injury.

Condition III(a)—(This clause to be struck out if the land is rent free)

The Lessee shall pay the said yearly rent of Rs..... by equal monthly instalments of Rs.....and the said instalments shall be paid on the fifteenth day of every month during the continuance of this demise for the month immediately preceding.

Condition IV—Power to veto transfer of Lessee's interest in certain cases.

(1) Whenever the Lessee intends to transfer by sale, gift, mortgage, or exchange his interest in the land or in the buildings erected on the land or in any part of the land or buildings he or the intended transferee shall give the Cantonment Magistrate one month's notice in writing before the transfer is completed.

(2) The Officer Commanding the Division shall have power, within the said period of one month and with the concurrence of the Local Government, to impose by order in writing, his veto on any such transfer and if in any case the Cantonment Authority considers it desirable that the said power of veto should be exercised, it shall report the case to such Officer without delay.

(3) If notice of any such transfer is not given as aforesaid, or if any transfer is made after the same has been vetoed the transfer shall be void.

Condition V—Report of devolution of Lessee's interest.

Every person on whom the Lessee's interest in the land or in the buildings erected on the land, may devolve by transfer, by succession, or by operation of law shall send to the Cantonment Authority within one month from the date of such devolution a report in writing of the fact together with such particulars as may be required by that authority for entry in the register maintained under sections 271 or 272, as the case may be, of the Cantonment Code, 1912.

Condition VI—Procedure on breach of Condition I or Condition II.

(1) If the Lessee does not commence or complete as required by Condition I the buildings to be erected on the land the Cantonment Authority may by notice in writing, require him to remove all or any buildings or materials which he may have erected or collected thereon; and if he fails to comply with such notice the Cantonment Authority may, after giving him six hours' further notice in writing, cause such removal to be effected and recover the cost from him, and may also cancel the lease.

(2) If the Lessee erects any building or makes any alteration or addition otherwise than as allowed by or under Condition II the Cantonment Authority may, by notice in writing, require him to remove the building or to alter the same to its satisfaction, and if he fails to comply with such notice the Cantonment Authority may, after giving him six hours' further notice in writing, cause such removal or alteration to be effected and recover the cost from him.

Condition VII—Forfeiture for breach of any other condition—*(The words in brackets to be omitted if the land is rent free.)

(1) So long as the Lessee shall duly *(pay the said rent of Rs.....and) observe the conditions hereinbefore specified, and on his part to be observed he may, subject to Condition IX, hold the land for the term of.....years computed from the day of.....without interruption by the Secretary of State.

(2) **(To be struck out in cases where it is intended that the lease shall not be renewable.)**—At the expiry of the said term of years the lessee may be granted a renewal of the lease for a further period of.....years, such renewal and the period thereof to be at the discretion of the General Officer Commanding the Division.

(3) **(The words in brackets to be struck out if the land is rent free)**—If the Lessee shall (fail to pay the said rent of Rs..... for 21 days after the same shall become due or shall) in the event of the said buildings being destroyed or injured by earthquake, fire, cyclone, or other act of God fail to commence rebuilding the same as provided in Condition III hereof within six months of such destruction or injury and to reinstate the same fit for use as provided in the said Condition III hereof and within such period as therein provided or shall break any of the Conditions hereinbefore specified other than Condition I or Condition II and on his part to be observed, the Local Government may, after giving one month's notice in writing, resume the land or any portion thereof, and may, on such resumption, declare all or any part of the right and interest of the Lessee, in the buildings erected on the land to be forfeited.

Condition VIII—Claims to compensation barred.

The Lessee shall not be entitled to compensation for any loss incurred by

reason of anything done in pursuance of Condition VI or Condition VII, clause (2).

Condition IX—Land and building to be delivered up at the end of term with out compensation and right of Government to resume land prior to expiration of term on payment of compensation.

[To be struck out when sub clause (2) is to be used.] (1) At the expiration of the said term of.....years the Lessee shall deliver up to the Local Government and without receiving any compensation whatever the land comprised in this demise together with all erections and buildings which may be then, standing thereon.

(2) (To be struck out when it is intended that the lease shall be absolutely terminable at the end of the fixed period and the buildings are to lapse to Government.)—If at the expiry of the said term of.....years the General Officer Commanding the Division in the exercise of his discretion declines to renew the lease, the lessee shall deliver up to the Local Government and without any compensation whatever therefor the land comprised in this demise together with all erections and buildings which may be standing thereon on payment of compensation for such erections and buildings only as shall have been erected 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 as hereinafter provided:

Provided always that the Local Government may, at any time prior to the expiration of the said term, resume possession of the said land or any portion thereof upon giving one calendar month's previous notice in writing in that behalf to the lessee under the 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 as provided in Chapter XX of the Cantonment Code, 1912, 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.

***(iv)** The period within which the buildings would become the property of Government without payment of any compensation to the Lessee.

The Lessee shall not at any time during the said term, remove the buildings erected on the said land or any part thereof nor make any structural alteration thereof or addition thereto without the like written permission as is mentioned in Condition II hereof.

***Note (1)**—to be struck out if conditions VII (2) and IX (2), first and second clauses, are retained, *[A.D. No. 641 dated 25.7.1913].

Note (2)—Condition VII, (1) and (2), and Condition IX (1) and (2), first and second clauses.

¹[These conditions provide for alternative leases. In the first, the buildings on the site become the property of the Local Government on the termination of the period for which the lease is granted. In the second alternative, the lease is renewable at the discretion of the Officer Commanding the Division, but when renewal is refused the lessee must deliver up the site and all buildings and erections thereon receiving compensation for such buildings and erections as have been made under proper authority. In the first alternative, Conditions VII (2) and IX (2), first and second clauses, will be struck out; in the second alternative, they will be retained and IX (1) struck out; in the later form, renewals can be granted by the Officer Commanding the Division from time to time as often as may be considered desirable since the second and subsequent leases may, if the Officer Commanding the Division thinks fit, contain the Conditions VII (2) and IX (2), first and second clauses.] ¹[A.D. No. 641 dated. 25.7. 1913]



FORM D

(See Section 264)

(Form of lease to be executed in all cases other than those for which Forms A, B and C are prescribed.)

THIS Indenture made the.....day of.....Between the Secretary of State for India in Council (hereinafter called the Secretary of State which expression where the context so admits shall include his successors in office and assigns) of the one part and.....son of.....of..... (hereinafter called the Lessee which expression where the context so admits shall include his heirs, executors, administrators, representatives and assigns) of the other part. Whereas the Lessee has applied for permission to occupy for the purposes of a building site, the land belonging to the Government in the.....Cantonment which is delineated in the site-plan hereto appended and has submitted with his application the particulars and documents required by sections 261 and 262 of the Cantonment Code, 1912. And whereas

the said application has received the sanction of the Officer Commanding the..... Division.

Now this Indenture witnesseth as follows—

1. The Secretary of State doth hereby grant unto the Lessee liberty and license to enter into and upon the piece or parcel of land delineated in the site plan hereto appended and to occupy the same as a site for the erection of buildings and henceforth to hold and enjoy the same and any buildings erected by him thereon (Fill in as the case may be free of rent but” or “subject to the payment of the yearly rent of Rs.....and’). subject to the conditions set forth in the annexure hereto—

2. **(Strike out words in brackets if no rent payable.)** The Lessee doth hereby covenant with the Secretary of State that the Lessee shall and will duly (pay the said rent in the manner. provided in the annexure hereto and) observe all and every the conditions hereinbefore referred to and on his part to be observed. In Witness whereof the said parties hereto have hereunto set their hands and seals the day and year first above written.—

When the parties execute on separate dates, omit the words “the day and year first above written” and add the dates below the signatures. The last of such dates will be entered in the commencement as the day of making the Indenture.

Signed Sealed and Delivered by the Officer Commanding the...Division acting in the premises for and on behalf of the Secretary of State for India in Council in the presence of—

Signed, Sealed and Delivered by the above-named..... in the presence of—

□ □ □ □ □ □

ANNEXURE TO FORM D

Conditions.

In these conditions :—

(a) “house” means the house erected on the land occupied by the Lessee, and includes the land and building appurtenant to the house; and if any question arises whether any land or building is appurtenant to the house it shall be decided by the Cantonment Magistrate whose decision thereon shall, subject to revision by the District Magistrate, be final:

(b) the expression "repairs" to a house shall be deemed to include such repairs as are usually made in the neighbourhood to buildings of the same class as that to which the house belongs, but does not include additions, improvements or alterations except in so far as they are necessary to carry out such repairs as aforesaid or have been made with the Lessee's consent;

(c) "Military Officer" means a commissioned or warrant officer of the army on military duty in the Cantonment and includes a Chaplain, a Cantonment Magistrate, and any person in army departmental employment whom the Officer Commanding the Division may, for the purposes of these conditions, place on the same footing as a military officer ; and

(d) "civil officer" means a gazetted civil officer of the Government and includes any other person in the service of the Government not being a military officer whom the Local Government may, for the purposes of these conditions, place on the same footing as a civil officer.

Condition I—Commencement and completion of buildings.

The buildings to be erected on the land shall be commenced within six months from the execution of the lease, and shall be completed within the period specified in the note endorsed on such plan or within such further period (if any) as the authority which sanctioned the application under Chapter XXI of the Cantonment Code, 1912, may, by order in writing allow.

Condition II—Erection of buildings.

(1) The said buildings shall be erected in accordance with the particulars specified in the Lessee's application under sections 261 and 262 of the said Cantonment Code and the plans and documents accompanying the same and the site-plan appended hereto or where a proposed building, alteration or addition is not in accordance therewith then in accordance with such further or other particulars as may be permitted in writing by the authority which sanctioned the application under Chapter XXI of the said Code.

(2) Any such permission may be given subject to any conditions which may be agreed upon between such authority and the Lessee.

Condition III—Use of land and maintenance of buildings.

The land shall not be used for any purposes other than those specified in the Lessee's application under section 261, clause (d) of the Cantonment Code, 1912, nor shall the buildings erected on the land be permitted to fall into such a state as absolutely to prevent their being used for the purposes so specified: Provided always that if the said buildings or any part thereof shall at any time be destroyed by earthquake, fire, cyclone or other act of God or shall be so injured thereby as to render them unfit for the purposes above specified then and in such case the Lessee shall within six calendar

months from such destruction or injury as aforesaid commence to rebuild the same and shall reinstate the same fit for use for the purposes aforesaid within such period not exceeding two years after the same shall have been so destroyed or injured as aforesaid as to the Officer Commanding the Division shall seem fit : Provided nevertheless that in no such case shall the, Lessee be required to reinstate the same fit for use as aforesaid within a shorter period than twelve calendar months from the date of such destruction or injury.

Condition III (A)—(This clause to be struck out if the land is rent free.)

The Lessee shall pay the said yearly rent of Rs..... by equal monthly instalments of Rs.....and the said instalments shall be paid on the 15th day of every month during the continuance of this demise for the month immediately preceding.

Condition IV—Power to veto transfer of Lessee's interest in certain cases.

(1) Whenever the Lessee intends to transfer by sale, gift, mortgage or exchange his interest in the land or in the buildings erected on the land, or in any part of the land or buildings he or the intended transferee shall give the Cantonment Magistrate one month's notice in writing before the transfer is completed.

(2) The Officer Commanding the Division shall have power within the said period of one month and with the concurrence of the Local Government to impose by order in writing his veto on any such transfer, and if in any case the Cantonment Authority considers it desirable that the said power of veto shall be exercised, it shall report the case to such Officer Commanding the Division without delay.

(3) If notice of any such transfer is not given as aforesaid or if any such transfer is made after the same has been vetoed the transfer shall be void.

Condition V—Report of devolution of Lessee's interest.

Every person on whom the Lessee's interest in the land or in the buildings erected on the land may devolve by transfer, by succession, or by operation of law, shall send to the Cantonment Authority within one month from the date of such devolution, a report in writing of the fact together with such particulars as may be required by that Authority for entry in the register maintained under section 271 or section 272 as the case may be, of the Cantonment Code, 1912.

Condition VI—Right of the Government to appropriate the house for occupation by any military or civil officer,

The Secretary of State reserves a right subject to the conditions herein-after contained to appropriate the house at any time for occupation by any military officer or civil officer.

Condition VII—Agreement to vacate to be executed when house is let to any person other than a military or civil officer.

If the lessee lets the house to any person other than a military officer or (if the house has been set apart in accordance with Condition X for occupation by civil officers) a civil officers, possession of the house shall not be given until—

- (a) such person has executed a stamped agreement undertaking to vacate the house whenever required so to do in pursuance of a notice issued under Condition VIII or Condition X without claiming any compensation and has registered such agreement under the law for the time being in force relating to the registration of documents, and
- (b) the Lessee has forwarded an attested copy of such agreement to the Cantonment Authority.

Condition VIII— Appropriation of house for a military officer where it is not already occupied by a military officer.

Whenever the Cantonment Authority considers that the right reserved by Condition VI should be exercised on behalf of any military officer, it may if the house is not already occupied by a military officer and if it has not been set apart in accordance with Condition X for occupation by civil officers by notice in writing—

- (a) require the Lessee to let the house to the military officer named in the notice and
- (b) require the existing tenant (if any) to vacate the same.

Condition IX—Appropriation of house for a military officer where it is occupied by another military officer.

If the house is occupied by a departmental military officer and the Cantonment Authority considers that the right reserved by condition VI should be exercised in behalf of a regimental officer, or vice-versa it may, by notice in writing, require the officer in occupation to vacate the house ; and may, if necessary, by further notice in writing, require the Lessee to accept the change of tenancy.

Condition X—Appropriation of house for civil officers.

(1) The Cantonment Authority may, at any time, with the previous sanction of the Officer Commanding the Division, given with the concurrence of the Local Government, set apart the house for occupation by civil officers.

(2) If the house has been so set apart, the arrangement shall not be revoked without the concurrence of the Local Government.

(3) If, while the house is so set apart, the Cantonment Authority at any time considers that the right reserved by Condition should be exercised

on behalf of any civil officer, it may, if the house is not already occupied by a civil officer, by notice in writing—

- (a) require the Lessee to let the house to the civil officer named in the notice, and
- (b) require the existing tenant (if any) to vacate the same.

Condition XI—Procedure to be observed before appropriating house.

(1) Whenever a military officer or a civil officer considers that a notice should be issued in his behalf under Condition VIII, Condition IX or Condition X, he may request (in the case of a regimental officer) the commanding officer of his regiment or (in the case of a departmental military officer) the local head of his department or (in the case of a civil officer) the District Magistrate to make an application to that effect to the Cantonment Authority.

(2) On receipt of any such application the Cantonment Authority shall inquire into the case, and it shall not issue the notice unless it is satisfied—

- (a) that the officer ought to reside in the Cantonment, and
- (b) that the circumstances are such as to require its intervention, and
- (c) that the rent offered by the officer for the house is reasonable, and
- (d) if the house is vacant, that it is suitable for the residence of the officer, and
- (e) if the house is occupied, that it is suitable for the residence of the officer, and that there is no vacant house in the Cantonment which is suitable for his residence.

Explanation :—In considering whether a house is suitable for the residence of an officer regard shall be had to (1) the locality in which his duties chiefly lie, and (2) his rank.

Condition XII—Sanction to be obtained before house is occupied as a hospital, bank, hotel, shop or school, or by a railway administration.

(1) The house shall not be occupied for the purposes of a hospital, bank, hotel, shop or school, or by a railway administration, without the previous written sanction of the Officer Commanding the Division given with the concurrence of the Local Government.

(2) Before application is made for such sanction the Commanding Officer of the Cantonment shall certify whether or not in his opinion the number of houses in the Cantonment, as compared with the strength of the existing or probable garrison, renders it likely that such occupation as afore-said would—

- (a) cause any difficulty in obtaining accommodation in the Cantonment, or in the part of the Cantonment in which the house is situate, for military officers or civil officers, or
- (b) necessitate the acquisition of land at some future time for the extension of the Cantonment.

Condition XIII—House not to be appropriated for military or civil officer if it is occupied with sanction as a hospital, bank, hotel, shop or school, or by a railway administration, or is otherwise appropriated by the Government.

No notice shall be issued under Condition VIII or Condition X if the house—

- (a) is occupied with the sanction required by Condition XII as a hospital, bank, hotel, shop or school and has been so occupied continuously during the three years immediately preceding the time when the occasion for issuing the notice arises, or
- (b) is occupied, with the sanction aforesaid by a Railway administration, or
- (c) is appropriated by the Local Government with the concurrence of the Officer Commanding the Division or by the Governor-General in Council, for use as a public office or for any other purpose.

Condition XIV—Rent offered to be stated in notice to lessee.

Every notice to the Lessee issued under Condition VIII, Condition IX or Condition X shall state the amount of monthly rent which the proposed tenant offers to pay for the house.

Condition XV—Time to be allowed for giving possession of house. ,

If the house is unoccupied, any notice issued under Condition VIII or Condition X may require the Lessee to give possession of the same to the proposed tenant within four days from the service of the notice.

(2) If the house is occupied, no such notice as aforesaid shall require its vacation in less than thirty days from service of the notice.

Condition XVI—Terms of tenancy applicable to military and civil Officers.

(1) Subject to the terms of any agreement in writing between the Lessee and a military officer or a civil officer, and to the terms of this condition, every lease of the house to such an officer shall be deemed to be a lease from month to month terminable—

(a) without notice in the case of the departure of the officer from the Cantonment on duty or under medical certificate or in the case of a Committee of Arbitration deciding that the house has become unfit for occupation, or

(b) by one month's notice in writing to the Lessee in any other case.

(2) A notice under clause (1) of this condition must be signed by or on behalf of the officer concerned, and the Cantonment Magistrate shall, if the officer so desires cause it to be served on the Lessee free of charge.

(3) When a military officer or a civil officer has in pursuance of clause (1) of this condition, given up his occupation of the house without notice and has occupied the house during a portion only of the calendar month in which his occupation ceased, he shall be liable to pay as rent for that portion a sum bearing the same proportion to the monthly rent as the said portion bears to the whole month:

Provided that the sum shall not, in any case be less than one-fourth of the monthly rent.

Condition XVII Sub-lease voidable at option of Lessee.

If any tenant of the house being a military officer or a civil officer, sublets the same without the consent of the Lessee, the sub-lease shall be voidable at the option of the Lessee.

Condition XVIII—Right of Lessee to require reference to arbitration on question of rent.

(1) If the Lessee considers that any rent offered by a proposed tenant and stated in a notice in accordance with Condition XIV is insufficient, he may, within a period of fifteen days from the service of such notice, require that the matter be referred by the Commanding Officer of the Cantonment to a Committee of Arbitration.

(2) If the Lessee does not make such a requisition within the said period, he shall be deemed to have accepted the rent so offered.

(3) After such acceptance of the decision of a Committee of Arbitration, the amount of such rent shall not be called in question by either party except in the circumstances mentioned in clause (a) of Condition XXI.

Condition XIX—Right of Lessee to require reference to arbitration on question of repairs.

(1) If the Lessee fails to execute any repairs to the house which any tenant, being a military or civil officer, may consider necessary, the Cantonment Authority may at the request of the tenant and if it is satisfied that such repairs or any of them are necessary, by notice in writing, require the

Lessee to execute such repairs or such of them as it may consider necessary within a period not less than fifteen days to be specified in the notice.

(2) If the Lessee objects to comply with any notice issued under clause (1) of this condition he may within fifteen days from the service of the notice, require that the matter be referred by the Commanding Officer of the Cantonment to a Committee of Arbitration.

Condition XX—Power of tenant to apply for reference to arbitration on question whether house has become unfit for occupation.

If any tenant of the house, being a military or civil officer considers that his lease should be terminable without notice in consequence of the house having become unfit for occupation, he may apply to the Commanding Officer of the Cantonment to refer the matter to a Committee of Arbitration.

Condition XXI—Power of either Lessee or tenant to apply for reference to arbitration on other questions.

If the Lessee and any tenant of the house, being a military or civil, officer, disagree—

- (a) as to any change in the rent of the house which is proposed in consequence of dilapidations or additions to buildings or for any other similar reason, or
- (b) on any matter relating to rent or repairs other than a matter referred to in clause (a) of this Condition or in Condition XVIII, Condition XIX or Condition XX.

Either the Lessee or the tenant may apply to the Commanding Officer of the Cantonment to refer the matter to a Committee of Arbitration.

Condition XXII—Constitution of Committee of Arbitration, its decision to be binding on Lessee and his tenant.

Whenever any matter is referred to a Committee of Arbitration in pursuance of Condition XVIII, Condition XIX, Condition XX or Condition XXI, the Committee shall be constituted as provided in Chapter XX of the Cantonment Code 1912, and the Lessee and his tenant shall be bound by the decision of the Committee.

Condition XXIII—Right of tenant to execute repairs and deduct cost from rent.

If the Lessee fails to comply with any notice issued under clause (1) of Condition XIX, and has not within fifteen days from the service of such notice required that the matter be referred to a Committee of Arbitration, or

If any Committee of Arbitration constituted under Chapter XX of the Cantonment Code, 1912, decides that repairs are necessary and the extent to which they are necessary and the Lessee fails to execute such repairs within a period to be specified in a notice issued by the Cantonment Authority in

that behalf, the tenant of the house may himself cause the repairs specified in the notice to be executed at rates not exceeding those paid in the Cantonment by the Military Works Department or the Public Works Department and may deduct the cost thereof from the rent or otherwise recover it from the Lessee.

Condition XXIV—Procedure on breach of Condition I or Condition II.

(1) If the Lessee does not commence or complete as required by Condition I the buildings to be erected on the land, the Cantonment Authority may, by notice in writing, require him to remove all or any buildings or materials which he may have erected or collected thereon, and if he fails to comply with such notice, the Cantonment Authority may, after giving him six hour's further notice in writing, cause such removal to be effected and recover the cost from him and may also cancel the lease.

(2) If the Lessee erects any building or make any alteration or addition otherwise than as allowed by or under Condition II, the Cantonment Authority may, by notice in writing, require him to remove the building or to alter the same to its satisfaction, and if he fails to comply with such notice, the Cantonment Authority may, after giving him six hours further notice in writing, cause such removal or alteration to be effected and recover the cost from him.

Condition XXV—Forfeiture for breach of any other condition. (*The words in brackets to be omitted if the land is rent free.)

(1) So long as the Lessee shall *(duly pay the said rent of Rs..... and) observe 'the conditions hereinbefore specified 'and on his part to be observed, he may, subject to condition XXVII, hold the land for the term of—..... years computed from the.....day of..... without interruption by the Secretary of State.

(2) To be struck out in cases where it is intended that the lease shall no be renewable.)

At the expiry of said term of.....years the Lessee may be granted a renewal of the lease for a further period of.....years, such renewal and the period thereof to be at the discretion of the General Officer Commanding the Division.

(3) (The words in brackets to be omitted if the land is rent free.)

If the Lessee shall (fail to pay the said rent of Rs..... for 21 days after the same shall become due or shall) in the event of the said buildings being destroyed or injured by earthquake, fire, cyclone or other act of God, fail to commence rebuilding the same as provided in Condition III, hereof within six months of such destruction or injury and to reinstate the same fit for use as

provided in the said Condition III hereof, and within such period as therein provided or shall break any of the conditions hereinbefore specified other than Condition I or Condition II, and on his part to be observed, the Local Government may, after giving one month's notice in writing, resume the land or any portion thereof, and may, on such resumption, declare all or any part of the right and interest of the Lessee in buildings erected on the land to be forfeited.

Condition XXVI-Claims to compensation barred.

The lessee shall not be entitled to compensation for any loss incurred by reason of anything done in pursuance of Condition XXIV, or Condition XXV, clause (2).

Condition XXVII—Land and buildings to be delivered up at expiration of term without compensation and right of Government to resume land prior to expiration of term on payment of compensation.

(To be struck out when sub-clause (2) is to be used.)

(1) At the expiration of the said term of years the Lessee shall deliver up to the Local Government and without receiving any compensation whatever the land comprised in this demise together with all erections and buildings which may be then standing thereon.

(2) (To be struck out when it is intended that the lease shall be absolutely terminable at the end of the fixed period and the buildings are to lapse to Government.)

If at the expiry of the said term of.....years the General Officer Commanding the Division in the exercise of his discretion declines to renew the lease, the lessee shall deliver up to the Local Government and without any compensation whatever therefor the land comprised in this demise together with all erections and buildings which may be standing thereon on payment of compensation for such erections and buildings only as shall have been erected 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 as hereinafter provided.

Provided always that the Local Government may at any time prior to the expiration of the said term resume possession of the said land or any portion thereof upon giving one calendar month's previous notice in writing in that behalf to the Lessee under the hand of the same 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 as provided in Chapter XX of the Cantonment Code, 1912, 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 followings :—

- (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.
- * (iv)** The period within which the buildings would become the property of Government without payment of any compensation to the Lessee.

¹[Note—to be struck out if Conditions XXV (2) and XXVII (2) first and second clauses, are retained.] ¹[A. D. No. 641 dated 25-7-1913]

The Lessee shall not at any time during the said term remove the buildings erected on the said land or any part thereof nor make any structural alteration thereof or addition thereto without the like written permission mentioned in Condition II hereof.

Note—Condition XXV (1) and (2), and Condition XXVII (1) and (2) first and second clauses.

²[**Note** :— These conditions provide for alternative leases. In the first, the buildings on the site become the property of the Local Government on the termination of the period for which the lease is granted. In the second alternative, the lease is renewable at the discretion of the Officer Commanding the Division, but when renewal is refused the lessee must deliver up the site and all buildings and erections thereon receiving compensation for such buildings and erections as have been made under proper authority. In the first alternative, Conditions XXV (2) and XXVI (2), first and second clauses will be struck out; in the second alternative, they will be retained and XXVII (1) struck out. In the latter form, renewals can be granted by the Officer Commanding the Division from time to time as often as may be considered desirable since the second and subsequent leases may, if the Officer Commanding the Division thinks fit, contain the conditions XXV (2) and XXVII (2), first and second clauses]

²[A.D. No. 641 dated 25.7-1913]

COMMENTS

(1) Schedule VI, Form B-construction-authority to give notice of resumption of grant. Exercise of option to resume leased cantonment land- contract of lease executed in Form B of Schedule VI-Local Government- meaning-held : words Local Government in the contract refer to Central Government-Central Government is the proper authority to issue notice of resumption— [1975 M.P.L.J. 276.]

(2) Schedule VI, Form B—scope-procedure for resumption of grant— Lease of cantonment land for and on behalf of Secretary of State for India on 5th March, 1922-supplementary lease by Central Government on 21st September. 1968-Notice of resumption-If condition precedent-held: the power of resumption cannot be effectively exercised unless one month's notice is given and the value of authorised buildings is paid-offer of compensation can not be arbitrary and capricious-compensation to be decided after giving opportunity to lessee to prove market value. [1975 M.P.L.J. 376.]