
CANTONMENT LAND ADMINISTRATION RULES, 1937

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CANTONMENT LAND ADMINISTRATION RULES, 1937

No. 874) dated the 20th November, 1937. 1 -In exercise of the powers conferred by Sec. 280 of the Cantonments Act, 1924 (2 of 1924), and in supersession of the Cantonment Land Administration Rules, 1925, the Central Government is pleased to make the following Rules, the same having been previously published as required by sub-section (1) of the said section, namely:

CHAPTER 1
General

1. Short title and extent :-

(1) These rules may be called the Cantonment Land Administration Rules, 1937.

¹ [(2) They extend to all Cantonments in India.]

1. Subs. by S.R.O. 305. dated 2nd December, 1950, Pi. II, Sec. 4, p. 117.

1A. 1A :-

If there are in force in any ¹ Part B State any rules corresponding to these rules, such rules are hereby repealed.]

1. Territory which immediately before 1st November, 1956, formed a Part B State.

2. Interpretation clauses :-

In these rules, unless there is anything repugnant in the subject or context-

(a) "the Act" means the Cantonments Act, 1924;

¹ [(b) "bazar" means any area declared under Section 43A of the Act to be a bazar area, and includes any other area which the Central Government may, by notification in the Official Gazette, declare to be a bazar for the purposes of these Rules;]

(c) "building site" means a portion of land held or intended to be held for building purposes, whether any building be erected thereon or not, and includes the open ground or courtyard enclosed by, or adjacent to, any building erected thereupon;

(d) "military" includes "naval" and "air-force";

(e) "Military Estates Officer" means an officer appointed by the Central Government to perform the duties of a Military Estates Officer under these rules; and

(f) "survey number" means a portion of land of which the area is separately entered in the land records of the cantonment under an indicative number.

1. Subs. by Notification No. 776, dated 17th June. 1939, Pt. I. p. 1151.

CHAPTER 2

Classification and Transfer of Land; Standard Table of Rents; Management

3. General Land Register :-

(1) The Military Estates Officer shall prepare, in the form prescribed in Sch. I, a General Land Register of all lands in the Cantonment-

(a) inside bazars; and

(b) outside bazars.

(2) No addition or alteration shall be made in the General Land Register except with the previous sanction of the Central Government or such other authority as the Central Government may appoint for this purpose or in accordance with the provisions of rules 10 and 45.

4. Classification of land :-

For the purposes of the General Land Register prescribed by rule 3-

(a) land in the Cantonment which is vested in the Government shall be divided by the Central Government, or such other authority as the Central Government may empower in this behalf, into two classes, namely:

(i) Class "A" Land which is required or reserved for specific military purposes: and

(ii) Class "B" Land which is not so required or reserved, out which is retained in the Cantonment for the effective discharge of the duties of the Central Government in respect of military administration, and

(b) land which is vested in the Board under Section 108 of the Act shall be called Class "C" land.

5. Class "A" Land :-

Class "A" Land shall be divided by the Central Government, or such authority as they may empower in this behalf, into the following sub-classes, namely:

(i) Class "A" (1) Land which is actually used or occupied by the Military Authorities, for the purposes of fortifications, barracks, stores, arsenals, aerodromes, bungalows for military officers which are the property of Government, parade grounds, military recreation grounds, rifle ranges, grass farms, dairy farms, brick fields, soldiers and hospital gardens as provided for in paragraphs 419, 421 and 425 of the Regulations for the Army in India and other official requirements of the Military Authorities.

(ii) Class "A" (2) Land which is not actually used or occupied by the Military Authorities, but to the use or occupation of which for any other purpose, except temporarily, there exist specific military objections.

Explanation.-For the purposes of this rule- (a) specific military objections shall be deemed to exist to the use or occupation of land the reservation of which is declared to be desirable by the Central Government in the interests of the discipline, health or welfare of the military forces, or the safety or defence of the Cantonment and its inhabitants; and (b) military recreation grounds mean recreation grounds the management and control of which vest exclusively in members of the military forces.

6. Class "B" Land :-

Class "B" Land shall be divided by the Central Government, or such other authority as they may empower in this behalf, into the following sub-classes, namely:-

¹ [(i) Class "B" (1) Land, which is actually occupied or used by the War Department in the administration of Ecclesiastical affairs, including European cemeteries, or by any Department of the Central Government other than the War or the Defence Department or by a Railway Administration;]

(ii) Class "B" (2) Land, which is actually occupied or used by, or is under the control of, any Department of a State Government;

(iii) Class "B" (3) Land, which is held by any private person under the provisions of these rules, or which is held or may be presumed to be held under the provisions of the Cantonment Code of 1899 or 1912, or under any executive orders previously in force. subject to conditions under which the Central Government reserve, or have reserved, to themselves the proprietary rights in the soil: and

(iv) Class "B" (4) Land, which is not included in any other class

1. The word "and" omitted by Notification No. 909, dated 23rd May, 1942. Pt. I, p. 902.

7. Transfer of land from one class to another :-

No alteration in the classification of land which is vested in the Government or in the Board shall be made except by the Central Government, or by such other authority as they may empower in this behalf, and the conditions on which land may be transferred from one class to another shall be governed by the orders of the Central Government or by the provisions of any law or rule for the time being in force which may be applicable; provided that land in class "B" (4) may be transferred to class "B" (3) by the authority, and subject to the conditions, prescribed by SIZE ERROR .

8. Standard table of rents :-

The Military Estates Officer, in consultation with the Collector, shall from time to time compile, in the form prescribed in Sch. II, standard tables of rent suitable for application to sites for agricultural and non-agricultural purposes in the Cantonment, having regard to the situation of the site, the nature of the soil, and the rates charged for adjacent agricultural land or for building sites in the neighbourhood.

9. Management of land :-

(1) The management of Class "A" (1) Land, except for such areas or classes of areas as may from time to time be declared by the Central Government to be under the immediate management of the Military Authorities themselves, shall be entrusted to the Military Estates Officer.

(2) The management of Class "A" (2) Land shall vest in the Military Estates Office.

(3) The management of Class "B" (1) Land shall vest in the Department i Administration in occupation of the land.

(4) The management of Class "B" (2) Land shall vest in the State Government i occupation or having control over the land.

(5) The management of Class "B" (3) Land and Class "B" (4) Land shall ordinarily t entrusted to the Military Estates Officer : Provided that the Central Government may entrust the management of any such land to the Board. ¹ [***]

(6) The management of Class "C" Land vests in the Board under Section 108 of the Act

1. The word "and" omitted by Notification No. 909, dated 23rd May, 1942. Pt. I, p. 902.

CHAPTER 3

Management by Military Estates Officer

10. Maintenance of General Land Register :-

(1) The Military Estates Officer shall maintain the General Land Register prepared under rule 3 in respect of all land, other than land in bazars the management of which has been entrusted to, or vests in, the Board, and shall register all mutations in column I thereof, and shall enter therein:

(i) every transfer of right or interest in land in the Cantonment registered under Secs. 54, 59, 107 or 123 of the Transfer of Property Act, 1882, of which information has been sent to him under sub-section (2) of Sec. 287 of the Cantonments Act, 1924, or by the Board, when such transfer necessitates an alteration of the entries, in any of the columns of the register,

(ii) every grant of such right or interest made by the Central Government,

(iii) every report of the transfer of such right or interest made under Section 73 of the Act sent to him by the Board under rule 45, ¹[***]

²[(iv) every acquisition of interest in land by a Board made under rule 4 of the Cantonment Property Rules, 1925,

(v) every transfer of land to or resumption from a Board made under rule 6 or transfer by a Board made under rule 9 of the Cantonment Property Rules, 1925,

(vi) every inter-departmental transfer of Class "A" land and every transfer of Class "A" land, from one service of the Army to another under the control of the same head of a department sanctioned by the Central Government,

(vii) every alteration in classification of land sanctioned under rule 7 and,]

³ [(viii)] every transfer of occupation between departments of the Central Government, State Governments and Railway Administrations.

(2) The Military Estates Officer shall also make an entry in the Register respecting the transfer of any such right or interest, as aforesaid, which he has reason to believe has taken place and of which no report has been made to him.

1. The word "and" omitted by Notification No. 909, dated 23rd May, 1942. Pt. I, p. 902.

2. Ins by The word "and" omitted by Notification No. 909, dated 23rd May, 1942. Pt. I, p. 902.

3. Re-numbered by The word "and" omitted by Notification No. 909, dated 23rd May, 1942. Pt. I, p. 902.

11. Credit of receipts :-

All receipts from land entrusted to the management of the Military Estates Officer shall be credited in full to the Central Government.

12. Military Estates Officers Land Revenue Register :-

The Military Estates Officer shall maintain a register, in the form prescribed in Sch. III, of all lands in Classes "A" and "B" (3) which are entrusted to his management and from which revenue is derivable. This register shall be known as the Military Estates Officer's Land Revenue Register, and shall be prepared annually with effect from 1st April, so as to show the annual demand in the shape of rent from building sites, agricultural land and other land.

CHAPTER 4

Special Rules for Class "A" Land

13. Schedules of Class "A" Land :-

(1) The Military Estates Officer shall maintain plans and schedules of land in Class "A" (1) and (2) for each Cantonment in which land is entrusted to his management.

(2) No alteration in the plans and schedules shall be made without the sanction of the Central Government.

(3) As soon as may be after the 1st April of each year and not later than the 1st July, the Military Estates Officer shall submit a certificate, countersigned by the Officer Commanding the Station, to

the Central Government as to the correctness of the plans and schedules of Class "A" land, together with a report of any unauthorised structures or encroachments thereon.

14. Special Rules for Class "A" Lands :-

(1) The administrative control of Class "A" (1) land including the deletion and prevention of encroachments thereon, shall vest in the Military Authorities for the time being in occupation of the land. The administrative control of Class "A" (2) land shall vest in the Central Government.

(2) The Military Estates Officer shall conduct his management of Class "A" (1) land (which shall include the development of the resources of the land, the disposal of usufruct

(3) Land in Class "A" (1) shall not be used or occupied for any purpose other than those stated in sub-rule (i) of rule 5 without the previous sanction of the Central Government or such authority as they may appoint in this behalf: Provided that the temporary use of Class "A" (1) land which is under the management of the Military Authorities may be permitted by those Authorities for the storage of materials by contractors for the purpose of carrying out Government work. Such permission shall be given in writing by the officer of the Military Engineer Services in charge of the work and shall remain in force only for such period as he may consider reasonable.

(4) Class "A" (2) land shall ordinarily be kept vacant but its temporary use or occupation may be licensed by the Military Estates Officer under rule 39, or it may be leased by the Military Estates Officer by private treaty for periods not exceeding Five years with the previous sanction of the Officer Commanding-in-Chief, the Command, or for any other period with the previous sanction of the Central Government: ¹ [Provided that where any such land is leased for agricultural purposes, the provisions of rule 32 shall apply.]

(5) No building of any kind, either permanent or temporary, shall be erected on Class "A" land except with the previous sanction of, and subject to such conditions as may be imposed by, the Central Government or by such other authority as the Central Government may appoint for the purpose: Provided that-

(a) a temporary construction may, with the previous sanction of the Officer Commanding the Station, be allowed on Class "A" (2) land licensed by the Military Estates Officer under sub-rule (4); and

(b) a temporary construction may, with the previous sanction of the authority sanctioning the lease, be allowed on Class "A" (2) land leased by the Military Estates Officer under sub-rule (4).

1. Added by S.R.O. 532, dated 12th December, 1953, Pt. II. Sec. 4 p. 401.

CHAPTER 5

Disposal of Land by Military Estates Officer

15. Sale of land prohibited :-

The sale of land for any purpose without the definite orders of the Central Government is prohibited.

16. Building Sites, Leases (Ordinary Terms) :-

(1) Building sites shall ordinarily be disposed of by lease for a minimum period of thirty years in the first instance renewable at the option of the lessee at equal intervals up to a maximum period of ninety years.

(2) The lease shall be subject to an annual rent which shall be fixed in the manner prescribed in rule 19 and which shall be liable to revision at each renewal of the lease. An initial premium shall be charged on the lease and the lease shall be put up to public auction for sale to the person who agrees to pay the-highest amount as premium.

(3) When a lease comes up for renewal at the end of the first or subsequent term of years, an indenture for such renewal shall be executed in the form prescribed in Sch. IV.

17. Application for building sites :-

(1) Applications for building sites on

(2) Every application shall specify the situation of the land required, the exact purpose for which it is wanted and the area of land in the Cantonment, if any, already held by the applicant; and shall be accompanied by a site plan of the area applied for prepared at the cost of the applicant.

18. Procedure on rejection by the Officer Commanding the Station :-

The Military Estates Officer shall lay the application before the Officer Commanding the Station and the Officer Commanding the Station may reject the application for reasons to be recorded in writing which shall be entered on the application form and the form shall be filed in the manner prescribed by rule 29. The decision of the Officer Commanding the Station shall be communicated to the applicant.

19. Procedure on acceptance by the Officer Commanding the Station-Fixing of rent and reserve price of premium :-

(1) If the Officer Commanding the Station approves of the application, the Military Estates Officer¹ shall forward it to the Central Government or to such other authority as the Central Government may appoint in this behalf, and if the Central Government or the appointed authority approves of the application he shall proceed to have the site surveyed and demarcated, if necessary, and shall fix the annual rent to be charged in accordance with the rate prescribed by the standard table of rents prepared under rule 8 and such reserve price for the premium on the lease as may appear to be reasonable.

(2) In no case shall the reserve price so fixed be disclosed to the public or the annual rent be charged at a lower rate than that fixed by the standard table of rents.

¹ [(3) If the Central Government or the appointed authority rejects the application an entry to this effect shall be made on the application form by the Military Estates Officer and the form shall be filed in the manner prescribed by rule 29.]

1. Ins. by Notification No. 1151, dated 18th October, 1938, Pt. I. p. 1636

20. Survey and demarcation :-

(1) The reserve price shall be calculated so as to include the cost, if any, of surveying and demarcating the site and a proportion of any expenditure that may have been incurred in preparing and laying out the land, including the site under application, for building purposes.

(2) The cost of such survey and demarcation shall be deposited by the applicant and shall be deducted from the price eventually realised as premium and repaid to the depositor.

21. Notice of auction :-

The Military Estates Officer shall then publish a notice, in the form prescribed in Sch. VI slating the date on which, the time and place at which and the conditions under which, the lease of the site applied for will be sold.

22. Auction :-

On the date and at the time and place appointed, the Military Estates Officer shall proceed to sell the lease by auction to the person who agrees to pay the highest amount as premium : provided that in no case shall the lease be sold unless the reserve price fixed under rule 19 has been reached.

23. Deposit by successful bidder :-

The successful bidder shall be required to deposit immediately 10 per cent. of the amount of his bid and to sign an agreement consenting to forego the deposit in case the balance of the price is not paid within thirty days of the confirmation of the auction,

24. Confirmation of auction :-

The Military Estates Officer shall report the result of the auction and forward the proceedings to the Collector for his concurrence. Thereafter the proceedings shall be forwarded to the Officer Commanding-in-Chief, the Command, or to such other authority as the Central Government may appoint for the purpose, for his approval, and if the Officer Commanding-in-Chief, the Command, or the appointed authority, approves, the sale shall be deemed to be duly confirmed : Provided that, if the estimated market value of the site exceeds Rs. 10,000, the approval of the Central Government shall also be required before the sale shall be deemed to be duly confirmed.

Explanation.-For the purposes of this rule, the market value shall be estimated, as far as possible, on the basis of actual sales of unoccupied land for building purposes in the locality, but if the market value cannot be estimated on such basis, it shall be taken to mean twenty times the annual value of the site. In calculating the annual value, the rent Fixed, as well as the premium realised by the auction shall be taken into account.

25. Powers of Collector :-

(1) On receipt of the proceedings forwarded to him under rule 24 the Collector, before expressing his concurrence, shall satisfy himself,-

(a) that the whole proceedings have been conducted in strict accordance with the provisions of these rules, and

(b) that the annual rent and the price realised for the premium on the lease at the auction is reasonable.

(2) If the Collector is not satisfied on either of these points he shall return the proceedings to the Military Estates Officer with a recommendation that the proceedings be cancelled; and thereupon fresh proceedings shall be taken and all the foregoing provisions of this rule shall apply to such fresh proceedings.

(3) If the Collector considers that the disposal of the site itself is for any reason prejudicial to the public interest, he may return the proceedings to the Military Estates Officer with a statement of his reasons for doing so and a request that the matter may be reconsidered in accordance with his recommendations.

(4) If the Officer Commanding the Station disagrees with the recommendations of the Collector, the proceedings shall be submitted for the orders of the Officer Commanding- in-Chief, the Command, if the estimated market value of the site does not exceed Rs. 5,000, or the Central Government in all other cases.

26. Disposal of lease by private agreement :-

(1) Notwithstanding 'anything contained in rule 16rule 17rule 18rule 19rule 20rule 21rule 22rule 23rule 24, the Military Estates Officer may, in exceptional cases for exceptional reasons to be recorded in writing, and subject to the approval of the Central Government, or such other authority as the Central Government may appoint for this purpose, dispense with the deposit of the cost of survey and demarcation, as prescribed by rule 20, or with the auction of the lease, as prescribed by rule 22, or with both, and may lease any site by private agreement, at such rate of rent, and on payment of such premium, as the Central Government or the appointed authority may approve in each case: Provided that the concurrence of the Collector and the approval by the Officer Commanding the Station shall be obtained before application is made for the approval of the Central Government or the appointed authority.

¹ [(2) A lease may also be granted under sub-rule (1) in respect of any site in whole or in part, already occupied by virtue of a grant given on different terms, if the grantee duly surrenders the grant.]

1. Ins. by S.R.O. 69, dated 23rd January, 1970.

27. 27 :-

* * *]

28. Execution of leases :-

(1) As soon as the auction has been duly confirmed, ¹ [or where it has been decided to grant a lease under rule 26] the successful applicant shall be required to execute a lease for the site in the form prescribed in Sch. VIII.

(2) The lease shall be executed on behalf of the Governor-General in Council by the

(3) The duplicate lease shall be preserved in an envelope in the form prescribed in Sch. XVI.

1. Ins. by S.R.O. 69, dated 23rd January, 1970.

29. Grants Register (Building Sites) :-

- (1) The application under rule 17 shall, when all the entries therein have been completed, be filed in a loose leaf register maintained by the Military Estates Officer for the purpose.
- (2) The whole volume shall be bound when it has reached a suitable size and a fresh register shall be opened.
- (3) This register shall be known as the Military Estates Officers' Grants Register (Building Sites).

30. Record of grant :-

On the conclusion of the proceedings the Military Estates Officer shall make the necessary entries in the Military Estates Officers' Land Revenue Register and in the General Land Register.

31. Leases for special periods and on special terms :-

(1) A lease for a building site for a period not exceeding 30 years or a lease in perpetuity, may be granted by the Military Estates Officer in the forms prescribed in Schs. IX and X, where for special reasons such a course appears to be advantageous to the Central Government: Provided that no such lease shall be granted without previous consultation with the Collector and the previous sanction of the Central Government: Provided also that in every other respect the procedure prescribed in SIZE ERROR shall apply.

(2) A lease of a building site in perpetuity may, if the site is needed for a definite public or religious purpose and the use of the more favourable form of lease prescribed in Sch. XI is justifiable, be granted by the Military Estates Officer in the form prescribed in Sch. XI and in the manner prescribed in rule 26: Provided that no such lease shall be granted without previous consultation with the Collector and the previous sanction of the Central Government.

32. Agricultural land, leases :-

(1) The method of disposing of agricultural land entrusted to the management of the Military Estates Officer shall be by lease.

(2) The period for which and the persons to whom, a lease would be granted, the size of holdings, rent payable for the same and the terms and conditions of the lease shall be such as would be decided by the Government from time to time.] ¹ [* * *]

1. Rule 33 omitted by S.R.O. 63, dated 17th February, 1959, Pi. II. Sec. 4, p. 32.

34. Record of Agricultural Leases :-

(1) The Military Estates Officer shall maintain a separate register in the form prescribed in Sch. XIII which shall form a continuous record of the disposal of agricultural lands.

(2) The Register shall be known as the Military Estates Officers' Grants Register (Agricultural Lands).

(3) For the purpose of this register agricultural lands shall be divided into blocks of convenient size containing not more than five or six separate holdings; one page in the register shall be given to each block of land and a plan of the block, traced from the survey map. shall be entered on the opposite page.

35. Execution of Agricultural Leases :-

(1) Lessees of agricultural land shall execute leases therefor in the form prescribed in Sch. XIV.

(2) The lease shall be executed on behalf of the Central Government, by the officer

(3) The duplicate shall be preserved in an envelope in the form prescribed in Sch. XVI.

36. Record of Grant of Agricultural Land :-

On the conclusion of the proceedings, the Military Estates Officer shall make the necessary entries in the Military Estates Officers' Grants Register (Agricultural Lands), the Military Estates Officers' Land Revenue Register and the General Land Register: Provided that it shall not be necessary to enter any lease of agricultural land for a period not exceeding four years in column 1 of the General Land Register.

37. Leases for miscellaneous purposes :-

(1) The Military Estates Officer may¹ [with the concurrence of the Officer Commanding the Station] grant a lease of land in Class "B" (4), for any purpose not otherwise covered by these rules: Provided that the previous sanction of the Central Government, or of such other authority as the Central Government may appoint for this purpose, shall be obtained in each case to the terms on which the land is offered and to the form of the lease.

(2) An application for the grant of a site under this rule shall be submitted to the Military Estates Officer in the printed form prescribed in Sch. XV.

(3) Every application shall specify the situation of the land required and the exact purpose for which it is required and shall be accompanied by a site plan of the said land prepared at the cost of the applicant.

(4) If the application is sanctioned, it shall, when all the entries therein have been completed, be filed in a loose leaf register maintained by the Military Estates Officer for the purpose, to be known as the Military Estates Officers' Grants Register (Miscellaneous Sites). The duplicate lease shall be preserved in an envelope in the form prescribed in Sch. XVI.

(5) If the application is rejected, an entry shall thereupon be made on the application form and the form shall be filed in the manner prescribed in sub-rule (4).

1. Ins. by Notification No. 1151. dated 8th October, 1938. Pt. I, p. 1636.

38. Disposal of site on lease for miscellaneous purposes :-

An application for the grant of a site under rule 37 shall be disposed of in accordance with the procedure prescribed in rule 20 , rule 21 , rule 22 , rule 23 , rule 24, but may, for special reasons to be recorded in writing by the sanctioning authority, be disposed of in accordance with the procedure prescribed in rule 26.

39. Temporary occupation of land under licence :-

(1) Notwithstanding the provisions of any of the foregoing rules, but subject to the provisions of rule 14, the Military Estates Officer may grant a licence in the form prescribed in Sch. XVII for a period not exceeding one year, for the temporary use or occupation of any Class A (2) or B (4) land entrusted to his management

(2) The amount of fees to be charged for such a licence shall be determined by the Military Estates Officer.

(3) The Military Estates Officer shall¹ [* * * *] maintain a register in the form prescribed in Sch. XVIII, which shall be called the Military Estates Officers' Grants Register (Temporary Licences), in which the grant of such licences shall be entered, but it shall not be necessary to enter the grant of such licences in any other register.

1. Certain words omitted by Notification No. 10. dated 6th January, 1940, Pt. I. p. 10.

40. Transfer of right to grant licences for temporary occupation of land :-

Notwithstanding anything contained in rule 39. the Military Estates Officer may, with the previous sanction of, and subject to such terms as may in each case be approved by, the Officer Commanding-in-Chief, the Command, enter into an agreement with the Board for the transfer to the Board of the right to dispose of grazing or of the right to grant licences in the manner prescribed in rule 39 for specific purposes and in specified areas of the cantonment which are under the management of the Military Estates Officer.

41. Special conditions in leases :-

]-The Central Government may in any case sanction alterations in the prescribed form of lease.

42. 42 :-

* * *]

CHAPTER 6

Management by Cantonment Board

43. General conditions applicable to management :-

The management of land entrusted to the Board under rule 9 shall be subject to the following conditions, namely:

(i) that such management confers on the Board no proprietary rights in, and no power to sell, exchange or give away, the land; and that the Central Government may, at any time, impose such restrictions as they consider necessary in the public interest on the use or occupation of any particular areas of land so entrusted to the management of the Board;

(ii) that the Board shall have no power to occupy or use the land for the purposes of the Act or for its own purposes without the sanction of the Central Government; but that land required for the aforesaid purposes shall be transferred to Class "C" and vested in the Board by the Central Government in accordance with the provisions of rule 7;

(iii) that suits affecting the proprietary rights in the land shall be brought by or against the Central Government and not by or against the Board, but the cost of such litigation shall be borne by the Board;

(iv) that all receipts from the land shall ¹[* * *] be credited in full to the Cantonment fund;

(v) that the Central Government, at any time, shall be entitled to resume direct management of the land or of any part thereof without paying any compensation therefor to the Board, or to vary the terms on which the management has been entrusted to the Board; Provided that the Board shall be given an opportunity of expressing its opinion on any such action before it is taken and any objection it may have to offer shall be taken into consideration: and

(vi) that the Military Estates Officer may, at any time, require the Board to produce any record, correspondence, plan, register or other document, relating to the land, in its possession or under its control: ² [Provided that the Central Government may, at the time of entrusting the management of any land to the Board,-

(i) in modification of condition (Hi) direct that the cost of the litigation referred to in that condition shall be borne by the Central Government, instead of by the Board, either wholly or in respect of such suits as the Central Government may think fit;

(ii) in modification of condition (iv) direct that all receipts from the land, or receipts of a specified description, shall be credited to the Central Government instead of to the Cantonment fund; and

(iii) impose such other conditions as it thinks fit on the management of the land.]

1. The word "ordinarily" omitted by Notification No. 1550. dated 19th October. 1940. Pt. I. p. 1489.

2. Rule 42 omitted by Notification No. 1528. dated 12th October. 1940. Pt. I, p. 1467.

44. General Land Register, Cantonment Board :-

The Military Estates Officer shall supply to the Board extracts from the General Land Register prepared under rule 3 in respect of all lands in bazars the management of which has been entrusted to, or vests in, the Board.

45. Maintenance of General Land Register :-

(1) The duties and functions assigned to the Military Estates Officer of maintaining the General Land Register under rule 10 shall be performed by the Board in respect of land in bazars the management of which has been entrusted to, or vests in, the Board.

(2) The Board shall report to the Military Estates Officer,-

(i) the grant of any right or interest made by the Board in land, other than land in bazars, which is under the management of the Board; ¹[* * *]

(ii) every report of the transfer of any right or interest in land other than land in bazars made to the Executive Officer under Section 73 ²[of the Act; and]

³ (iii) every change necessitating an alteration in the plans of bazar areas.]

(3) The Executive Officer shall forward to the Military Estates Officer a monthly statement showing, in addition to the information required by sub-rule (2), every transfer of right or interest

in immoveable property outside bazars registered under Sees. 54, 59, 107 or 123 of the Transfer of Property Act, 1882, and of which information has been received under sub-section (2) of Sec. 287 of the Cantonments Act, 1924, and a report of every transfer of right or interest in immoveable property outside bazars which has come to his knowledge but of which no report has been made to him. The said statements shall be accompanied by leases, plans or other relevant documents.

1. The word "and" omitted by Notification No. 346, dated 25th March, 1939, Pt. I, p. 556.
2. Subs. by The word "and" omitted by Notification No. 346, dated 25th March, 1939, Pt. I, p. 556.
3. Ins. by The word "and" omitted by Notification No. 346, dated 25th March, 1939, Pt. I, p. 556.

46. Register to be maintained by the Cantonment Board :-

(1) The Board shall maintain registers similar to the registers prescribed by rules 12, 29, 37 and 39 of these rules and by rule 81-A of the Cantonment Account Code, 1924, which shall be known as the Cantonment Boards' Land Revenue Register, Grants Register (Building Sites), Grants Register (Miscellaneous Sites), Grants Register (Temporary Licences) and Register of Fees for Motor Vehicle Parking Licences, respectively, and the forms prescribed in the Schedules shall be modified so far as may be necessary for the requirements of the Board.

(2) The Board shall maintain a register in the form prescribed in Sch. XIX of all land which is vested in the Board. This register shall be known as the Cantonment Board's Register of Central Government Dues and shall be prepared annually so as to show all payments due, and made, to the Central Government.

47. Disposal of land by Cantonment Board :-

The disposal of land which has been entrusted to the management of the Board under rule 9 shall be governed, so far as may be by the same rules as apply to the disposal of land entrusted to the management of the Military Estates Officer, subject to the following modifications, namely:

(a) the Board shall take the place of, and perform the functions assigned to, the Officer Commanding-in-Chief, the Command, in rule 24 and rule 33;

(b) the Board shall take the place of, and perform the functions assigned to, the rule 18, rule 19, ¹[26 and 37];

(c) the Board shall take the place of, and perform the functions assigned to, the Military Estates Officer in rule 26, rule 27, rule 28, rule 29, rule 31, rule 32, rule 34 and rule 35, in sub- rules (1) and (4) of rule 37 and in rule 39;

(d) the Executive Officer shall take the place of, and perform the functions assigned to the Military Estates Officer in rule 17 , rule 18 , rule 19 , rule 21 , rule 22 , rule 24 , rule 30 , rule 33 , rule 36 and sub-rule (2) of rule 37; and

(e) no reference to the Collector shall be required under rule 24 and rule 26:

²[(f) no reference to the Central Government or to the appointed authority shall be required under rule 19 when the site applied for falls within an area which has been declared by the Central Government by notification under Section 43A of the Act to be a bazar area;]

³ (g) where a lease is in respect of a site within an area referred to in Cl. (f) for the references to the Officer Commanding-in-Chief, the Command, in condition 1 (5) of the Forms of lease set forth in Schs. VIII, IX and X and in condition 1 (3) of the Form of lease set forth in Sch. XI there shall be substituted references to the Board.]

1. Subs. by Notification No. 394, dated 28th February. 1942, Pt. I, p. 458.
2. Added by Notification No. 1151, dated 8th October, 1938, Pt. I, p. 1636.
3. Ins. by Notification No. 394, dated 28th February, 1942, Pt. I. p. 458.

CHAPTER 7

Entry, Inspection by Military Estates Officer

48. Entry on and inspection of land under the management of the Military Estates Officer :-

(1) The Military Estates Officer or any person authorised by him by general or special order in writing may, with or without assistants or workmen, enter into or upon any building or land under the management of the Military Estates Officer for the purpose of making any enquiry, inspection, measurement, valuation or survey which such officer or person may consider necessary or of examining or inspecting any works which have been, are being, or are about to be, executed in or on such building or land.

(2) In the performance of the above duties, such officer or person shall observe the same procedure for the purposes of entry and inspection as is prescribed in Chapter XV of the Act.

49. Entry on and inspection of land under management of a Cantonment Board :-

(1) The Military Estates Officer or any person authorised by him by general or special order in writing may, with or without assistants or workmen, enter into or upon any building or land entrusted to the management of a Board for the purpose of making any enquiry, inspection, measurement, valuation or survey which such officer or person may consider necessary or of examining or inspecting any works which have been, are being, or are about to be executed in or on such building or land.

(2) In the performance of the above duties, such officer or person shall observe the same procedure for the purposes of entry and inspection as is prescribed in Chapter XV of the Act.

SCHEDULE 1
SCHEDULE I

[See rule (1)]														
GENERAL LAND REGISTER VOLUME PAGE														
Survey Number 100 Reference G.L.R., Volume Page														
1 2 3 4 5 6 7 8 9 10 11 12 13														
Mutations											Rent payable			
Detail of	Subsidiary	Volume	Area	Descrip	Class	By	Land	Holder of	Nature	To	To	per annum	Remarks	
and date	ary	and page	Acres/S.	tion		whom	lord	occupancy	of	Cen-	Can	of		
of muta	Survey	of register	feet			mana		rights	holders	tral	ton	expiry		
tion and	number					ged			rights	Govt.	ment	of lease		
											Board			
			7.5	Vacant	B4	MEO	G of I	Nil.						
1.5 acres	100/1	Vol. 6.	6	Vacant	B4	0	G of I	Nit.						
leased to														
A.B.														
(Sgd.)														
XY														

SCHEDULE 2
SCHEDULE II

(See rule 8)					
STANDARD TABLE OF RENTS					
Cantonment.					
Date.					
		Annual Rental value			Remarks
Survey Number	Description	Agricultural		Non-Agricultural	
		Acre	100 s.ft.	Acre	100 s.ft.

SCHEDULE 3
SCHEDULE III

(See rule 12) MILITARY ESTATES OFFICER'S LAND REVENUE REGISTER 19 19																		
Sur	Class	Descr	Name	Date	Term	Instal	Cur	Date	Arre	Total	Date	Collec	Recei	Gene	Total	Remis	Balan	
Initial Remar																		
vey ption and of for ments rent instal are if Dema of tion pt ral Collec sions ce due s of ks and																		
No. add- occu- which Dema ment any nded payme Amou num-												cash tion M.E.O author						
ress pation let nded due nt nts ber book for ity for																		
of entry year remis-																		
lessee No. sion																		
or Amo- and																		
holder unt date																		
										Rs. P.								

SCHEDULE 4
SCHEDULE IV

(See rule 16(3)) FORM FOR RENEWAL OF A LEASE THIS INDENTURE made the day of one thousand nine hundred and BETWEEN THE GOVERNOR-GENERAL-IN COUNCIL (hereinafter called "the Lessor") of the one part and (hereinafter called "the Lessee/Lessees") of the other part WHEREAS the lessee/lessees was/were solely entitled to the benefit of the within written lease No. dated registered at as No. on on the day of its expiry and requested the lessor to renew same in accordance with Cl. III thereof which the lessor (who is now entitled to the reversion immediately expectant on the said lease) has agreed to do on the terms hereinafter mentioned. NOW THIS INDENTURE WITNESSETH as follows : (1) In pursuance of the premises the lessor hereby demises unto the lessee/lessees ALL AND SINGULAR the hereditaments and premises comprised in and demised by the within written lease including the building, etc., now standing thereon with the same exceptions and reservations as are therein expressed TO HOLD unto the lessee/lessees from the day of 19..... for the term of thirty years subject to the payment on the same days and in the like manner of a yearly rent of Rs. (the first payment of rent under this demise to be made on the day of) and subject to and with the benefit of such and the like lessee's and lessor's covenants respectively and such and the like provisos and conditions in all respects (including the proviso for re-entry) as are contained in 'the within written lease. (2) It is hereby mutually covenanted and agreed by and between the lessor and lessee/lessees so that the obligations hereunder shall continue throughout the term hereby created and shall be binding on their respective successors in interest in the demised premises that they will perform and observe the several covenants' provisos and stipulations in the within written lease expressed as fully as if the same covenants provisos and stipulations had been herein repeated in full with such modifications only as are necessary to make them applicable to this demise and as if the names of the parties hereto had been substituted for those in the within written lease. PROVIDED ALWAYS that the referred to in clause I (5) of the within written lease having been erected the lessee/lessees shall not be under any obligation to erect another. IN WITNESS whereof the parties hereto have set their hands, the day and year first above written. Signed by on behalf of the Governor-General-in Council in the presence of Signed by in the presence of Survey No.

SCHEDULE 5
SCHEDULE V

(See rule 17) MILITARY ESTATE OFFICER'S _____ GRANTS REGISTER CANTONMENT BOARD'S (BUILDING SITES) Form of application for a lease of land to be filled in by applicant To THE MILITARY ESTATE OFFICER _____ CANTONMENT. THE EXECUTIVE OFFICER. Date Sir, I have the honour to apply for the grant of a lease of acres of land situate in for the purpose of building a A site plan of the area applied for is attached. I hold following lands in the said Cantonment:- I am prepared to abide by such conditions regarding the disposal of the land as the Military Estates Officer may lay down, and to deposit the cost, if any, of surveying and demarcating the land, on the understanding that if the land is eventually granted to any other person the amount of my deposit will be refunded to me. I request that the land may be granted to me by private agreement without auction for the following reasons: I have, etc. Note 1.-The grant of this application does not carry with it sanction to erect a building. That sanction must be sought from the Cantonment Board in accordance with the provisions of the Cantonments Act, or of any applicable bye-laws thereunder. Note 2.-If the site is required by private treaty, the reasons must be fully stated. GRANT REGISTER - BUILDING SITES (To be filled in by the prescribed authority, not the applicant.) Survey number and/or situation. Class of land, - Total area of S. No. if any. 1. Date of application. 2. Extent applied for 3. Name and address of applicant. 4. Purpose for which applied for. 5. Order of Officer Commanding the Station. Copy of Board resolution. (See rule 18 and rule 19.) \ \ \ \ \ \ \ \ \ \ Officer Commanding the Station Executive Officer. 1 [6. Order of the Central Government or the appointed authority under Rule 19. [Not applicable to areas declared by notification under Section 43A of the Cantonments Act, 1924 (II of 1924), to be ba/.aar areas.]] 2 [7.] Date and cost of survey and demarcation and date of deposit of cost. 2[8.] Annual rent fixed according to the standard table of rents. 2 [[9.] Reserve price for premium on lease. 2 [10.] Notice of auction published. 2[11.] Date of auction. 2 [12,] Successful bidder. 2 [13.] Amount of bid. 2 14.] Opinion of Collector. 2 [15,] Order of Officer Commanding-in-Chief. the Command (rule 24). Resolution of Cantonment Board. 2 [16.] Order of Central Governmrrnt/O.C.-in-C. Command- (a) if market value exceeds Rs. 10,000 (rule 24). (b) if sale is not concurred in by Collector (rule 25). (c) if site is to be disposed of under rule 26 or 31. 2 [17.] Number and date of lease. 18. Date of registration of lease. \ \ \ \ \ \ \ \ \ \ Military Estates Officer. \ \ \ \ \ \ \ \ \ \ Executive Officer. Dated Plan of site. \ \ \ \ \ \ \ \ \ \ Survey number. \ \ \ \ \ \ \ \ \ \ Sub-division. \ \ \ \ \ \ \ \ \ \ Area. \ \ \ \ \ \ \ \ \ \ Surveyed and demarcated on ground. \ \ \ \ \ \ \ \ \ \ Military Estates Officer. \ \ \ \ \ \ \ \ \ \ Executive Officer. Certified that the

sub-division has been entered on the Survey of India map of the Cantonment and that the appropriate entry has been made in the General Land Register, Dated Military Estates Officer.

**SCHEDULE 6
SCHEDULE VI**

(See rule 21) LEASE OF BUILDING SITES NOTICE Notice is hereby given that the grant of a lease of the site hereunder specified, will be offered for sale by auction, at the rent and for the period and subject to the conditions hereunder stated (subject to confirmation of the sale by at the on the day of 19 at o'clock. The form of lease to be executed by the purchaser and plans of the site may be inspected at the office of the Military Estates Officer/Cantonment Board. \ \ \ \ \ \ \ \ \ \ Military Estates Officer. \ \ \ \ \ \ \ \ \ \ Executive Officer. \ \ \ \ \ \ \ \ \ \ PARTICULARS (1) Ward, Survey Number of boundaries. (2) Area. (3) Rent. (4) Period of lease. * **CONDITIONS OF TENURE** (1) The rent shall be paid punctually by the lessee on the dates specified in the lease + (and shall be liable to revision at intervals of not less than 30 years). (2) The lessee shall erect on the site a building or buildings of the description and dimensions 1 [* * *] as may be approved by the Cantonment Board under the provision of the Cantonments Act within a period of months from the date of the execution of the lease, and shall maintain the said building or buildings in good repair, and shall not without the consent in writing of the Military Estates Officer/Cantonment Board alter or add to the said building in any way. (3) Upon every assignment, transfer, or sub-lease of the site or the building to be erected thereon, or any part thereof, notice thereof shall be given to the Military Estates Officer within one month from the date of such assignment, transfer or sub- lease. (4) The Governor-General-in-Council reserves to himself all minerals, mineral substances of any description, sand or clay, on, in, or under the site, and also all timber, fruit-trees now or at any time hereafter growing on the site, but not the fruit or leaves or fallen branches of trees nor the branches of trees cut down with the consent in writing of the Military Estates Officer/Cantonment Board. (5) In the event of there being, in the opinion of the Military Estates Officer/Cantonment Board any breach of any of the conditions on the part of the lessee to be observed and performed, the Governor-General-in-Council shall be at liberty to enter into possession of the site and the building or buildings, if any, erected thereon and to determine the lease, and the lessee shall not be entitled to any compensation whatever. **CONDITIONS OF SALE** 1. The highest bidder subject to the approval of the sale of the lease by the Officer Commanding-in-Chief, the Command/Cantonment Board be the purchaser; and * Here state also whether the lease is renewable or not. + The portion in brackets to be omitted if the lease is for less than 30 years and is not renewable. 1. Contains words omitted by Notification No. 1151, dated 8th October, 1938, Pt. I, p. 1636. if any dispute shall arise between two or more bidders, the site shall be put up again at the last undisputed bidding. No person shall advance at each bidding less than the sum to be fixed by the auctioneer at the time of sale and no bidding shall be retracted. The vendor reserves the right to bid. 2. The purchaser shall, immediately after the sale, pay to the auctioneer a deposit of ten per cent. of his bid on account of his purchase-money and as earnest money and sign the form of agreement set out below to complete his purchase according to these conditions. 3. The remainder of the purchase-money shall be paid, and the purchase shall be completed at the office of the Military Estates Officer/Cantonment Board within 30 days of the confirmation of the sale by the If the sale is not confirmed the deposit shall be refunded to the purchaser. 4. The description of the site in the particulars is believed and shall be deemed to be correct, and if any error shall be found therein the same shall not annul the sale, nor shall compensation be allowed in respect thereof. 5. If the purchaser shall fail to comply with these conditions, his deposit money shall be forfeited to the vendor, who shall be at liberty to proceed to another sale, either by public auction or private contract, with or without notice to the purchaser at the present sale, and the deficiency, if any, occasioned by such second sale, together with all charges attending the same shall, immediately after such sale, be made good by the defaulter at this present sale; and, in case of non-payment of the same, the whole shall be recoverable by the vendor, as and for liquidated damages. If any profit is made on such resale, the vendor shall be entitled to retain the same. 6. The site shall not be used for any purpose other than for the erection of a building for **MEMORANDUM**.-At the sale by auction, made this day, of the lease of the site comprised in the above particulars was the highest bidder for, and was declared the purchaser of, the lease of the site at the price of Rs. subject to confirmation of the sale by and the said has paid to as agent for and on behalf of the Governor-General-in-Council (the vendor), the sum of Rs. by way of security deposit, and in part-payment of the purchase-money; and he hereby agrees to complete the purchase according to the above conditions and execute a lease in the form * annexed thereto (under which rent shall be made payable from the date of the confirmation of the sale) and the said as the vendor's agent, hereby acknowledges the receipt of the said deposit Signed at Cantonment, the day of 19..... . \ \ \ \ \ \ \ \ \ \ Signature.

**SCHEDULE 7
SCHEDULE VII**

(See rule 27) THIS INDENTURE made the day of 19 BETWEEN THE GOVERNOR-GENERAL-IN-COUNCIL (hereinafter called the lessor) of the one part and [hereinafter called the lessee(s)] of the other part. WHEREAS the rights of the parties hereto in the land and buildings hereinafter * The form of lease to be executed to be annexed to this memorandum before signature. described and now occupied by the lessee(s) as do not appear to be defined in writing and the parties hereto being anxious that they should be have agreed to define them by these presents. NOW THIS INDENTURE WITNESSETH that in consideration of the premises the lessee(s) hereby acknowledges and agrees that the land hereafter described is the absolute property of Government and the lessor, acknowledges and agrees that the buildings thereon (shown on the plan hereto annexed by hatched lines) are the property of the lessee(s) and in consideration of a nominal premium of rupees 5 paid on or before the execution of these presents by the lessee(s) to the lessor (the receipt whereof the lessor hereby acknowledges) and of the covenants on the part of the lessee(s) hereinafter contained the lessor doth hereby demise unto the

lessee(s) ALL THAT plot of land containing by admeasurement situate at in the Cantonment of which said plot of land is more particularly described in the Schedule hereunder written and with the boundaries thereof is delineated on the plan annexed to these presents and thereon edged pink TOGETHER with all rights, easements and appurtenances EXCEPTING AND RESERVING unto Government all mines, minerals, mineral substances of every description, sand and clay in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, digging, working, obtaining, removing, enjoying, the same making the lessee(s) reasonable compensation for all damage done TO HOLD the land hereby demised unto the lessee(s) in perpetuity from the day of 1. AND THE LESSEE(S) HEREBY COVENANT(S) WITH THE LESSOR. (1) From time to time and at all times to pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter be imposed, charged or assessed upon the land hereby demised including the buildings erected or to be erected thereon or upon the landlord or tenant in respect thereof. (2) Not to cut down any of the trees growing on the land hereby demised without the consent in writing of the Cantonment Board which consent shall not be withheld unless the cutting will in the opinion of the Board adversely affect the amenities of the neighbourhood. (3) Not to erect or re-erect or suffer to be erected or re-erected on any part of the land hereby demised any building other than and except the buildings already in existence on the execution of these presents nor to make any additions or alterations in the plan or elevation of any building on the demised land in such a way as to alter its character nor to use the land and buildings or permit the same to be used for any purpose other than that for which they are used on the execution of these presents without the previous consent in writing of the Officer Commanding-in-Chief concerned, which consent shall not be withheld unless, in the opinion of the said Officer, such action would make the said land and buildings unsuitable for a Military Officer to live in or change their character in such a way as to be objectionable from a sanitary point of view. (4) At all times to keep the demised land tidy, clean and in proper order and the buildings thereon in good and substantial repair. (5) Within two months of every assignment transfer or sub-lease of the said land and buildings or any part thereof to deliver a notice of such assignment transfer or sub-lease to the Military Estates Officer concerned setting forth the names and description of the parties to every such assignment, transfer or sub-lease and the particulars and effect thereon. 11. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that if there shall have been any breach or non-observance by the lessee(s) or by any person claiming through or under him/them of any of the covenants or conditions here a before contained then and in such case and if after giving reasonable opportunity to remedy the same it continues, the lessor may notwithstanding the waiver of any previous cause forthwith terminate this lease without compensation but thereafter the premises hereby demised shall be held by the lessee(s) on the conditions governing the same immediately before the execution of these presents. III. PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED AND DECLARED that the lessor shall be at liberty at any time to appropriate the said land and buildings under the provisions of the Cantonments (House Accommodation) Act VI of 1923 as amended and re-enacted from time to time. IV. PROVIDED FURTHER AND IT IS HEREBY AGREED AND DECLARED that in further consideration of the premises and in particular of the fact that no rent has been reserved and only a nominal premium has been made payable under these presents if the said land and buildings or any part thereof are at any time required for a public purpose the lessor shall be at liberty to terminate this demise and acquire the said land and buildings on paying the lessee(s) the market value (plus 15 per cent.) of the buildings at the time of acquisition authorised to be erected on the said land and failing agreement as to this to proceed to acquire all interests therein under the Land Acquisition Act I of 1894 as amended or re-enacted for the time being on the basis that no compensation shall be payable in respect of the land nor on account of the termination of this demise: Provided nevertheless that if a part only of the said land or buildings are required and if the lessee(s) so require(s) the lessor shall acquire the whole of the said land and buildings. V. AND PROVIDED LASTLY that the expression "The lessor" and "the lessee(s)" hereinbefore used shall, unless such an interpretation be inconsistent with the context include in the case of the former his successors and assigns and in the case of the latter, his/their heirs, executors, administrators or other personal representatives and assigns. THE SCHEDULE ABOVE REFERRED TO All that piece and parcel of land situate at and recorded in the General Land Register of the Cantonment as (part of) survey number and bounded on the North by on the South by on the East by on the West by IN WITNESS whereof the parties have hereto set their hands the day and year first written above. Signed by on behalf of the Governor-General- in-Council in the presence of Witness- Signed by abovenamed in the presence of Witness-

SCHEDULE 8
SCHEDULE VIII

[see rule 28(1)] BUILDING LEASE FOR A TERM OF THIRTY YEARS RENEWABLE AT OPTION OF LESSEE UP TO NINETY YEARS THIS INDENTURE made the day of BETWEEN the Governor-General-in-Council (hereinafter called the lessor) of the one part and (hereinafter called the lessee/lessees) of the other part WHEREAS by virtue of rules made under Sec. 280 of the Cantonments Act, 1924, the Military Estates Officer/Cantonment Board of Cantonment (hereinafter called the Military Estates Officer/Cantonment Board) has agreed, on behalf of the lessor with the confirmation of to demise the plot of land hereinafter described to the lessee/lessees in manner hereinafter appearing. NOW THIS INDENTURE WITNESSETH in consideration of the premium of Rs. paid on or before the execution of these presents (the receipt whereof the lessor hereby acknowledges) and of the rent hereinafter reserved and of the covenants of the part of the lessee/lessees hereinafter contained the lessor doth hereby demise unto the lessee/lessees ALL THAT plot of land containing by admeasurement situate at in the Cantonment of which said plot of land is more particularly described in the schedule hereunder written and with the boundaries thereof is delineated on the plan annexed to these presents

and thereon coloured TOGETHER with all rights, easements and appurtenances whatsoever to the said plot of land belonging or in any wise appertaining EXCEPTING AND RESERVING unto the lessor all mines, minerals, mineral substances of every description, sand and clay in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, digging, working, obtaining, removing and enjoying the same making the lessee/lessees reasonable compensation for all damage done and also all limber, fruit-trees and other trees (but not the fruit or leaves or fallen branches of trees cut down with the written consent of the Military Estates Officer/Cantonment Board) with right of entry to mark, fell, cut and carry away the same TO HOLD the premises hereby demised unto the lessee/lessees for the term of thirty years from the day of rendering therefor during the said term the yearly rent of Rs clear of all deductions by equal half-yearly payments on the day of and the day of in each year at the office of the Military Estates Officer/Cantonment Board or such other place as the Military Estates Officer/Cantonment Board shall from time to time appoint in this behalf the first of such payments to be made on the day of next.

1. AND THE LESSEE DOTH/LESSEES DO hereby covenant with the lessor. (1) To pay unto the lessor during the term hereby granted the yearly rent hereby reserved on the days and in the manner hereinbefore appointed. (2) From time to time and at all times during the said term to pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the said term be imposed, charged or assessed upon the premises hereby demised or the buildings to be erected thereupon or the landlord or tenant in respect thereof. (3) Not to cut down any of the timber, fruit-trees or other trees now or at any time hereafter growing on the premises hereby demised without the previous consent in writing of the Military Estates Officer/Cantonment Board but to preserve the same in good order. (4) Not to make any excavations in the land hereby demised or remove any minerals, mineral substances of any description, sand or clay from the said land without the consent in writing of and in accordance with the terms and conditions prescribed by the Military Estates Officer/Cantonment Board. (5) Within calendar months next after the date of these presents at his/their own cost to erect and finish fit for habitation/use on the premises hereby demised a dwelling-house/..... together with all necessary out-houses sewers, drains and other appurtenances in accordance with a plan or plans to be approved in writing by the Cantonment Board under the provisions of the Cantonments Act and not to erect or suffer to be erected on any part of the premises hereby demised any building other than and except the dwelling-house/..... hereby covenanted to be erected without the previous consent in writing of the Officer Commanding-in-Chief, the Command/ 1 [* * *]. (6) Not to make any alterations in the plan or elevation of the said dwelling- house/..... without such consent as aforesaid nor to use the same or permit the same to be used for any purpose other than that of a dwelling-house/..... (7) At all times during the said term to keep the said dwelling-house/..... and premises in good and substantial repair and on the expiration or sooner determination of the said term peaceably to yield up the same in such good and substantial repair unto the lessor. (8) Upon every assignment transfer or sub-lease of the premises hereby demised or any part thereof or within one calendar month thereafter a notice of such assignment, transfer or sub-lease to the Military Estates Officer setting forth the names and descriptions of the parties to every such assignment, transfer or sub-lease and the particulars and effect thereof. II. PROVIDED ALWAYS that if any part of the rent hereby reserved shall be in arrear or unpaid for one calendar month next after any of the days whereon the same shall have become due whether the same shall have been demanded or not or if there shall have been in the opinion of the Military Estates Officer/Cantonment Board any breach by the lessee/lessees or by any person claiming through or under him/them of any of the covenants or conditions hereinbefore contained then and in such case the lessor may notwithstanding the waiver of any previous cause or right of re-entry enter upon any part of the premises hereby demised or of the buildings thereon in the name of the whole and thereupon the said premises and buildings shall remain to the use of and be vested in the lessor and this demise shall absolutely determine and the lessee/lessees shall not be entitled to any compensation whatever. III. PROVIDED ALSO that the lessor will at the request and cost of the lessee/lessees at the end of the term of years hereby granted and so on from time to time thereafter at the end of each such successive further term of years as shall be granted execute to the lessee a new lease of the premises hereby demised by way of renewal for the term of thirty years but such renewed term of years as shall be granted shall not with the original term of years exceed in the aggregate the period of ninety years and such renewed leases shall be granted only at such rents within a percentage of enhancement of fifty per cent. of the rent which shall have been reserved by any lease (either original or renewed immediately preceding the renewed lease) to be for the time being granted as the lessor shall determine and save as to the amount of the rent to be thereby reserved and as to the term to be thereby granted every renewed lease of the said premises hereby demised shall contain such of the covenants provisions and conditions in these presents contained as shall be applicable. IV. PROVIDED ALSO that the expressions "lessor" and the "lessee"/"lessees" hereinbefore used shall unless such an interpretation be inconsistent with the context 14 include in the case of the former his successors and assigns and in the case of the latter his/their heirs, executors, administrators, representatives and assigns. THE SCHEDULE ABOVE REFERRED TO All that piece and parcel of land situate at recorded in the General Land Register of the Cantonment as (part of) survey number and bounded on the North by on the South by on the East by on the West by IN WITNESS whereof the parties have hereto set their hands the day and year first written above. Signed by on behalf of the Governor-General- in-Council in the presence of Witness - Signed by above-named in the presence of Witness- NOTE.-The approval of the Collector/Officer Commanding-in-Chief, the Command/Central Government must be obtained before the lease is executed.

[See rule 31(1)] BUILDING LEASE FOR A TERM OF YEARS NOT EXCEEDING THIRTY AND NOT RENEWABLE THIS INDENTURE made the day of BETWEEN the Governor-General-in-Council (hereinafter called the lessor) of the one part and (hereinafter called the lessee/lessees) of the other part WHEREAS by virtue of rules made under Section 280 of the Cantonments Act, 1924, the Military Estates Officer/Cantonment Board of Cantonment (hereinafter called the Military Estates Officer/Cantonment Board) has agreed on behalf of the lessor with the confirmation of to demise the plot of land hereinafter described to the lessee/lessees in manner hereinafter appearing NOW THIS INDENTURE WITNESSETH in consideration of the premium of Rs. paid on or before the execution of these presents (the receipt whereof the lessor hereby acknowledges) and of the rent hereinafter reserved and of the covenants on the part of the lessee/lessees hereinafter contained the lessor doth hereby demise unto the lessee/lessees ALL THAT plot of land containing by admeasurement situate at in the Cantonment of which said plot of land is more particularly described in the schedule hereunder written and with the boundaries thereof is delineated on the plan annexed to these presents and thereon coloured TOGETHER with all rights, easements and appurtenances whatsoever to the said plot of land belonging or in any wise appertaining EXCEPTING AND RESERVING unto the lessor all mines, minerals, mineral substances of every description, sand and clay in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, digging, working, obtaining, removing and enjoying the same making the lessee/lessees reasonable compensation for all damage done and also all timber, fruit-trees and other trees (but not the fruit or leaves or fallen branches of trees cut down with the written consent of the Military Estates Officer/Cantonment Board) with right of entry to mark, fell, cut and carry away the same TO HOLD the premises hereby demised unto the lessee/lessees for the term of years from the day of rendering therefor during the said term the yearly rent of Rs clear of all deductions by equal half-yearly payments on the day of and day of in each year at the office of the Military Estates Officer/Cantonment Board or such other place as the Military Estates Officer/Cantonment Board shall from time to time appoint in this behalf the first of such payments to be made on the day of next. 1. AND THE LESSEE DOTH/LESSEES DO hereby covenant with the lessor. (1) To pay unto the Lessor during the term hereby granted the yearly rent hereby reserved on the days and in the manner hereinbefore appointed. (2) From time to time and at all times during the said term to pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the said term be imposed, charged or assessed upon the premises hereby demised or the buildings to be erected thereupon or the landlord or tenant in respect thereof. (3) Not to cut down any of the timber, fruit-trees or other trees now or at any time hereafter growing on the premises hereby demised without the previous consent in writing of the Military Estates Officer/Cantonment Board but to preserve the same in good order. (4) Not to make any excavations in the land hereby demised or remove any minerals, mineral substances of any description, sand or clay from the said land without the consent in writing of and in accordance with the terms and conditions prescribed by the Military Estates Officer/Cantonment Board. (5) Within calendar months next after the date of these presents at his/their own cost to erect and finish fit for habitation/use on the premises hereby demised a dwelling house/..... together with all necessary out-houses sewers, drains and other appurtenances in accordance with a plan or plans to be approved in writing by the Cantonment Board under the provisions of the Cantonments Act and not to erect or suffer to be erected on any part of the premises hereby demised any building other than and except the dwelling-house/..... hereby covenanted to be erected without the previous consent in writing of the Officer Commanding-in-Chief, the Command/ 1 [* * *]. (6) Not to make any alterations in the plan or elevation of the said dwelling-house/..... without such consent as aforesaid nor to use the same or permit the same to be used for any purpose other than that of a dwelling- house/..... (7) At all times during the said term to keep the said dwelling- house/..... and premises in good and substantial repair and on the expiration or sooner determination of the said term peaceably to yield up the same in such good and substantial repair unto the lessor. (8) Upon every assignment transfer or sub-lease of the premises hereby demised or 15 any part thereof or within one calendar month thereafter a notice of such assignment, transfer or sub-lease to the Military Estates Officer setting forth the names and descriptions of the parties to every such assignment, transfer or sub-lease and the particulars and effect thereof. II. PROVIDED ALWAYS that if any part of the rent hereby reserved shall be in arrear or unpaid for one calendar month next after any of the days where on the same shall have become due whether the same shall have been demanded or not or if there shall have been in the opinion of the Military Estates Officer/Cantonment Board any breach by the lessee/lessees or by any person claiming through or under him/them of any of the covenants or conditions hereinbefore contained then and in such case the lessor may notwithstanding the waiver of any previous cause or right of re-entry enter upon any part of the premises hereby demised or of the buildings thereon in the name of the whole and hereupon the said premises and buildings shall remain to the use of and be vested in the lessor and this demise shall absolutely determine and the lessee/lessees shall not be entitled to any compensation whatever. III. PROVIDED ALSO that the expressions "Governor General" and the "lessee"/"lessees" hereinbefore used shall unless such an interpretation be inconsistent with the context include in the case of the former his successors and assigns and in the case of the latter his/their heirs, executors, administrators, representatives and assigns. THE SCHEDULE ABOVE REFERRED TO All that piece and parcel of land situate at recorded in the General Land Register of the Cantonment as (part of) survey number and bounded on the North by on the South by on the East by on the West by IN WITNESS whereof the parties have hereto set their hands the day and year first written above. Signed by on behalf of the Governor-General- in-Council in the presence of Witness- Signed by above named in the presence of Witness- NOTE.-The sanction of the Officer Commanding-in-Chief, the Command/Central Government must be obtained before the lease is

executed.

SCHEDULE 10
SCHEDULE X

[See rule 31(1)] BUILDING LEASE IN PERPETUITY THIS INDENTURE made the day BETWEEN the Governor-General-in-Council (hereinafter called the lessor) of the one part and (hereinafter called the lessee/lessees) of the other part. WHEREAS by virtue of rules made under Sec. 280 of the Cantonments Act, 1924 the Military Estates Officer/Cantonment Board of Cantonment (hereinafter called the Military Estates Officer/Cantonment Board) has agreed, on behalf of the lessor with the confirmation of to demise the plot of land hereinafter described to the lessee/lessees in manner hereinafter appearing. NOW THIS INDENTURE WITNESSETH in consideration of the premium of Rs. paid on or before the execution of these presents (the receipt whereof the lessor hereby acknowledges) and of the rent hereinafter reserved and of the covenants of the part of the lessee/lessees hereinafter contained the lessor doth hereby demise unto the lessee/lessees ALL THAT plot of land containing by admeasurement situate at in the Cantonment of which said plot of land is more particularly described in the Schedule hereunder written and with the boundaries thereof is delineated on the plan annexed to these presents and thereon coloured TOGETHER with all rights, easements and appurtenances whatsoever to the said plot of land belonging or in any wise appertaining EXCEPTING AND RESERVING unto the lessor all mines, minerals, mineral substances of every description, sand and clay in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, digging, working, obtaining, removing and enjoying the same making the lessee/lessees reasonable compensation for all damage done and also all timber, fruit-trees and other trees (but not the fruit or leaves or fallen branches of trees cut down with the written consent of the Military Estates Officer/Cantonment Board) with right of entry to mark, fell, cut and carry away the same TO HOLD the premises hereby demised unto the lessee/lessees in perpetuity from the day of rendering therefor the yearly rent of Rs clear of all deductions by equal half-yearly payments on the day of and the day of each year at the office of the Military Estates Officer/Cantonment Board or such other places as the Military Estates Officer/Cantonment Board shall from time to time appoint in this behalf the first of such payments to be made on the day of next.

1. AND THE LESSEE DOTH/LESSEES DO hereby covenant with the lessor- CD To pay unto the lessor during the term hereby granted the yearly rent hereby reserved on the days and in the manna- hereinbefore appointed. (2) From time to time and at all times to pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter be imposed, charged or assessed upon the premises hereby demised or the buildings to be erected thereupon or the landlord or tenant in respect thereof. (3) Not to cut down any of the timber, fruit-trees or other trees now or at any time hereafter growing on the premises hereby demised without the consent in writing of the Military Estates Officer/Cantonment Board but to preserve the same in good order. (4) Not to make any excavations in the land hereby demised or remove any minerals, mineral substances of any description, sand or clay from the said land without the consent of and in accordance with the terms and conditions prescribed by the Military Estates Officer/Cantonment Board. (5) Within calendar months next after the date of these presents at his/their own cost to erect and finish fit for habitation/use on the premises hereby demised a dwelling house/..... together with all necessary out-houses sewers, drains and other appurtenances in accordance with a plan or plans to be approved in writing by the Cantonment Board under the provisions of the Cantonments Act and not to erect or suffer to be erected on any part of the premises hereby demised any building other than and' except the dwelling-house/..... hereby covenanted to be erected without the previous consent in writing of the Officer Commanding-in-Chief, the Command/ 1 [* * *]. (6) Not to make any alterations in the plan or elevation of the said dwelling- house/..... without such consent as aforesaid nor to use the same or permit the same to be used for any purpose other than that of a dwelling- house/..... (7) At all times to keep the said dwelling-house/..... and premises in good and substantial repair and on the determination of this lease peaceably yield up the same in such good and substantial repair unto the lessor. (8) Upon every assignment transfer or sub-lease of the premises hereby demised or any part thereof or within one calendar month thereafter to deliver a notice of such assignment, transfer or sub-lease to the Military Estates Officer setting forth the names and description of the parties to every such assignment, transfer or sub-lease and the particulars and effect thereof. II. PROVIDED ALWAYS that if any part of the rent hereby reserved shall be in arrear or unpaid for one calendar month next after any of the days whereon the same shall have become due whether the same shall have been demanded or not or if there shall have been in the opinion of the Military Estates Officer/Cantonment Board any breach by the lessee/lessees or by any person claiming through or under him/them of any of the covenants or conditions hereinbefore contained then and in such case the lessor may notwithstanding the waiver of any previous cause or right of re-entry enter upon any part of the premises hereby demised or of the buildings thereon in the name of the whole and thereupon the said premises and buildings shall remain to the use of and be vested in the lessor and this demise shall absolutely determine and the lessee/lessees shall not be entitled to any compensation whatever. III. PROVIDED ALSO that the rent of the premises hereby demised shall be subject to revision at the end of each successive period of not less than thirty years but the enhancement if any shall in no case exceed fifty per cent. of the rent payable during the period immediately preceding the period in respect of which such revision is made. IV. PROVIDED ALSO that the expressions "lessor" and the "lessee"/"lessees" hereinbefore used shall, unless such an interpretation be inconsistent with the context include in the case of the former his successors and assigns and in the case of the latter, his/their heirs, personal representatives and assigns. THE SCHEDULE ABOVE REFERRED TO All that piece and parcel of land situate at recorded in the General Land Register of the Cantonment as (part of) survey number and bounded on the North by on the South by

..... on the East by
..... on the West by
..... IN WITNESS whereof the parties have
hereto set their hands the day and year first written above. Signed by on behalf of the Governor-General- in-
Council in the presence of 16 Witness- Signed by above named in the presence of Witness- NOTE.-The sanction
of the Officer Commanding-in-Chief, the Command/Central Government must be obtained before the lease is
executed.

SCHEDULE 11
SCHEDULE XI

[See rule 31(2)] BUILDING LEASE IN PERPETUITY ON FAVOURABLE TERMS FOR A PUBLIC PURPOSE THIS
INDENTURE made the day of BETWEEN the Governor-
General-in-Council (hereinafter called the lessor) of the one part and (hereinafter
called the lessee/lessees) of the other part. WHEREAS by virtue of rules made under Sec. 280 of the
Cantonments Act, 1924, the Military Estates Officer/Cantonment Board of
Cantonment (hereinafter called the Military Estates Officer/Cantonment Board) has agreed, on behalf of the
lessor to demise the plot of land hereinafter described to the lessee/lessees in manner hereinafter appearing for
the purpose of building a NOW THIS INDENTURE WITNESSETH in consideration of
the rent hereinafter reserved and of the covenants of the part of the lessee/lessees hereinafter contained the
lessor doth hereby demise unto the lessee/lessees ALL THAT plot of land containing by admeasurement
..... situate at in the Cantonment of which said plot of land
is more particularly described in the schedule hereunder written and with the boundaries thereof is delineated
on the plan annexed to these presents and thereon coloured TOGETHER with all
rights, easements and appurtenances whatsoever to the said plot of land belonging or in any wise appertaining
TO HOLD the premises hereby demised unto the lessee/lessees in perpetuity from the
..... day of rendering therefor the yearly rent of Rs
..... clear of all deductions on the payments on the day of
..... in each year at the office of the Military Estates Officer/Cantonment Board or
such other place as the Military Estates Officer/Cantonment Board shall from time to time appoint in this behalf
the first of such payments to be made on the day of
next. 1. AND THE LESSEE DOTH/LESSEES DO hereby covenant with the lessor. (1) To pay unto the lessor
during the term hereby granted the yearly rent hereby reserved on the days and in the manner hereinbefore
appointed. (2) From time to time and at all times to pay and discharge all rates, taxes, charges and
assessments of every description which are now or may at any time hereafter be imposed, charged or assessed
upon the premises hereby demised or the buildings to be erected thereupon or the landlord or tenant in respect
thereof. (3) Within calendar months next after the date of these presents at his/their
own cost to erect and finish fit for habitation/use on the premises hereby demised a
in accordance with a plan or plans to be approved in writing by the Cantonment Board under the provisions of
the Cantonments Act, and not to erect or suffer to be erected on any part of the premises hereby demised any
building other than and except the hereby covenanted to be erected without the
previous consent in writing of the Officer Commanding-in-Chief, the Command/ 1[* * * *]. (4) Not to make
any alterations in the plan or elevation of the said without such consent as
aforesaid nor to use the same or permit the same to be used for any purpose other than that of a
..... (5) At all times to keep the said and premises in good and
substantial repair and on the determination of this lease peaceably yield up the same in such good and
substantial repair unto the lessor. (6) Upon every assignment transfer or sub-lease of the premises hereby
demised or any part thereof or within one calendar month thereafter to deliver a notice of such assignment,
transfer or sub-lease to the Military Estates Officer setting forth the names and description of the parties to
every such assignment, transfer or sub-lease and the particulars and effect thereof. II. PROVIDED ALWAYS that
if any part of the rent hereby reserved shall be in arrear or unpaid for one calendar month next after any of the
days where on the same shall have become due whether the same shall have been demanded or not or if there
shall have been in the opinion of the Military Estates Officer/Cantonment Board any breach by the
lessee/lessees or by any person claiming through or under him/them of any of the covenants or conditions
hereinbefore contained then and in such case the lessor may notwithstanding the waiver of any previous cause
or right of re-entry enter upon any part of the premises hereby demised or of the buildings thereon in the name
of the whole and thereupon the said premises and buildings shall remain to the use of and be vested in the
lessor and this demise shall absolutely determine and the lessee/lessees shall not be entitled to any
compensation whatever. III. PROVIDED ALSO that the expressions "Governor-General" and the
"lessee"/"lessees" hereinbefore used shall, unless such an interpretation be inconsistent with the context
include in the case of the former his successors and assigns and in the case of the latter his/their heirs,
executors, administrators, representatives and assigns. THE SCHEDULE ABOVE REFERRED TO All that piece and
parcel of land situate at recorded in the General Land Register of the
Cantonment as (part of) survey number and bounded
..... on the North by on
the South by on the East by
..... on the West by
..... IN WITNESS whereof the parties have
hereto set their hands the day and year first written above. Signed by on behalf of the Governor-General- in-
Council in the presence of Witness- Signed by above named in the presence of 17 Witness- NOTE.-The sanction
of the Central Government must be obtained before the leave is executed.

SCHEDULE 12
SCHEDULE XII

[See rule 33(1)] \ \ \ \ LEASE OF AGRICULTURAL LANDS NOTICE Notice is hereby given that the grant of a
lease of the site hereunder specified will be offered by auction/tender to the bidder of the highest rent for such

lease for the period and subject to the conditions hereunder stated (subject to confirmation of the grant by) at the on the day of 19 at o'clock. The form of lease to be executed by the successful bidder and the plans of the land may be inspected at the office of the Military Estates Officer/Cantonment Board. PARTICULARS (1) Ward, Survey Number of boundaries. (2) Area. (3) Period of lease. CONDITIONS OF TENURE (1) The rent shall be paid punctually on the dates specified in the lessor: (2) The lessee shall not use the land otherwise than for agricultural purposes and in accordance with the provision of Sec. 144 of the Cantonments Act, 1924 and shall not plant * trees, 1 [* * *] dig * kankar ore remove any sand, clay or mineral substances of any description, thereon, therein or there form without the consent in writing of the Military Estates Officer/Cantonment Board. 2 [(2-a) The lessee shall not erect any building as defined in Cl. (iv) of Sec. 2 of the Cantonments Act, 1924, other than a well on the land, and shall not construct a well without the consent in writing of the Military Estates Officer/Cantonment Board. No temporary structures shall be erected on the land without the previous sanction of the Officer Commanding-in-Chief. (2-b) The lessee shall maintain all wells situated on the land in good condition to the satisfaction of the Military Estates Officer/Cantonment Board.] (3) The lessee shall not without the written sanction of the Military Estates Officer/Cantonment Board, assign, sublet, transfer or part with possession of the land or any part thereof or any of his rights or interests therein to any third party, provided that if the lessee dies before the expiry of the lease, the Military Estates Officer/Cantonment Board may permit his heir or heirs to hold the land for the remainder of the term of lease. (4) In the event of there being, in the opinion of the Military Estates Officer/Cantonment Board, any breach of the conditions on the part of the lessee to be * If the lease is given for the purpose of planting orchards or for quarrying stones or making bricks, these conditions to be altered to suit the circumstances. 18 * The form of the lease to be executed to be annexed to this memorandum before signature. observed and performed, the Governor-General-in-Council shall be at liberty to enter into possession of the land and to determine the lease, and the lessee shall not be entitled to any compensation whatever. (5) It shall be lawful for the Governor-General-in-Council at any time during the currency of the lease, on giving day's notice in writing, to resume possession of the land on paying fair compensation for the crops, if any, standing thereon at the time of resumption and on remitting a proportionate part of the rent for the unexpired portion of the term of the lease. CONDITIONS OF AUCTION 1. The lease shall be granted to the highest bidder; and if any dispute shall arise between two or more bidders, the land shall be put up again at the last undisputed bidding. No person shall advance at each bidding less than the sum to be fixed by the auctioneer at the time of auction and no bidding shall be retracted. The lessor reserves the right to bid. 2. The highest bidder shall immediately after the auction pay to the auctioneer a deposit equal to one year's rent/one quarter's rent/one month's rent at the rate bid by him, and sign the form of agreement set out below to execute a lease of the land. 3. The lease shall be executed at the office of the Military Estates Officer/Cantonment Board within 30 days of the confirmation of the grant. If the grant is not confirmed the deposit of the highest bidder shall be refunded to him. 4. The description of the land in the particulars is believed and shall be deemed to be correct, and if any error shall be found therein the same shall not annual the grant, nor shall compensation be allowed in respect thereof. 5. If the highest bidder shall fail to comply with these conditions, his deposit money shall be forfeited to the lessor, who shall be at liberty to proceed to another auction, with or without notice to the highest bidder at the present auction. MEMORANDUM.-At the auction, made this day, of the lease of the land comprised in the above particulars of was the highest bidder for, and was declared the lessee of the land at the rent of Rs. a year/quarter/month subject to the confirmation of the grant by and the said has paid to as agent for and on behalf of the Governor- General (the lessor), the sum of Rs. by way of deposit; and he hereby agrees to execute a lease in the form* annexed hereto (under which rent shall be made payable from the date of the confirmation of the grant) and the said as the lessor's agent, hereby acknowledges the receipt of lthe said deposit. Signed at Cantonment, the day of 19 Signature. The from of the lease to be excuted/annexed to this Memorandum before signature.

SCHEDULE 13
SCHEDULE XIII

[See rule 34 (1)]									
MILITARY ESTATES OFFICERS/CANTONMENT BOARD'S GRANTS									
REGISTERS									
(AGRICULTURAL LANDS)									
Survey No.	Area in acres	Remarks Nature and value of land, term of disposal, etc.)	Year	Rent per acre per annum					
1	2	3	4	5	6	7	8	9	10
				Survey No.	Survey No.	Survey No.	Survey No.	Survey No.	
				100	101	102	103	104	
				Rs.	Rs.	Rs.	Rs.	Rs.	
100	2.25	Trenched 1923. To be leased annually.	1924-25	10			14	9	
			1925-26	9-1/2	7		14	9	
			1926-27	8	5		14	9	
			1927-28	7	6-1/2		15	9	

101	1.75	Not trenched since 1913. To be leased annually. No irrigation.						
102	85	Sandy. Not cultivable.						
103	3.30	Contains mango tope and two wells. May be leased for three years at a time.						
104	7.50	Recreation ground. Leased to Gymkhana Club for 30 years under sanction of Government of India No. 1234, dated 3rd April, 1924.						

SCHEDULE 14
SCHEDULE XIV

[See rule 35(1)] LEASE OF AGRICULTURAL LAND THIS INDENTURE made the day of BETWEEN the Governor-General-in-Council (hereinafter called the lessor) of the one part and (hereinafter called the lessee/lessees) of the other part. WHEREAS by virtue of rules made under Sec. 280 of the Cantonments Act, 1924, the Military Estates Officer/Cantonment Board of Cantonment (hereinafter called the Military Estates Officer/Cantonment Board) has agreed on behalf of the lessor (with the confirmation of) to demise the plot of land hereinafter described to the lessee/lessees in manner hereinafter appearing. NOW THIS INDENTURE WITNESSETH that in consideration of the rent hereby reserved and of the covenants on the part of the lessee/lessees hereinafter contained the lessor doth hereby demise unto the lessee/lessees ALL THAT plot of land measuring or thereabouts situate at in the Cantonment of and described in the schedule hereunder written and with the boundaries thereof as delineated in the plan annexed to these presents and thereon coloured TO HOLD the same unto the lessee/lessees his/their permitted successors and assigns for the term of years from the paying therefor the yearly/quarterly/monthly rent of rupees in advance. 1. THE LESSEE/THE LESSEES for himself/themselves his/their heirs and assigns hereby covenant/covenants with the lessor- (1) To pay during the said term the said yearly/quarterly/monthly rent at the times and in the manner aforesaid and also all cesses, rates and assessments now or at any time hereafter payable in respect of the said land. (2) Not to use the said land otherwise than for agricultural purposes and in accordance with the provisions of Sec. 144 of the Cantonment Act, 1924, and not to plant * trees, 1 [***] dig * kankar or remove any sand, clay or mineral substances of any description thereon, therein or therefrom without the written sanction of the Military Estates Officer/Cantonment Board. 2 [(3)(a) Not to erect on the said land any building as defined in Cl. (iv) of Sec. 2 of the Cantonments Act, 1924, other than a well. (b) Not to construct on the said land any well without the written sanction of the Military Estates Officer/Cantonment Board or any portable or temporary structure without the written sanction of the Officer Commanding-in-Chief, the Command. (4) To maintain all wells on the said land in good condition to the satisfaction of the Military Estates Officer/Cantonment Board.] 3 [(5)] On the expiration or sooner determination of this lease peaceably to surrender to the lessor the land hereby demised. 3 [(6)] Not to assign underlet, transfer or part with possession of the said land or any part thereof or any of his/their right or interest therein under these presents without the written sanction of the Military Estates Officer/Cantonment Board. PROVIDED ALWAYS that it shall be lawful for the lessor at any time or times * If the leases are given for the planting of orchards, quarrying stones or making bricks, these conditions to be altered to suit the circumstances. 19 during the said term on giving day's notice in writing to resume possession of and determine the tenancy of the lessee/lessees of the said land or any part thereof without making to the lessee/lessees any compensation on account thereof save only a fair payment for the crops, if any, standing on the said land at the time of resumption and the abatement of a proportionate part of the rent for the then unexpired portion of the said term. III. PROVIDED ALSO that if the lessee/lessees or the person (or persons) for the time being entitled to hold the said land shall die before the expiry or determination of the said term the heir or heirs of the person (or persons) so dying shall if so permitted in writing by the Military Estates Officer/Cantonment Board become entitled thereupon to hold the said land for the remainder of the said term subject to the covenants and conditions herein expressed and if there shall be no person who shall so become entitled to and shall hold the said land the said term hereby granted shall be deemed to have determined as from the date of the death of the person so dying as aforesaid. IV. PROVIDED ALSO that if and whenever any part of the rent hereby reserved shall be in arrear or unpaid for days next after any

of the days on which the same shall have become due whether the same shall have been demanded or not or if there shall have been in the opinion of the Military Estates Officer/Cantonment Board, any breach on the part of the lessee/lessees his/their heirs and assigns of any of the covenants or conditions herein contained then and in such case the lessor shall be at liberty at any time thereafter to enter into possession of the said land and thereupon this demise shall absolutely determine and the lessee/lessees shall not be entitled to any compensation whatever. THE SCHEDULE ABOVE REFERRED TO IN WITNESS whereof the parties have hereto set their hands the day and year first written above. Signed by on behalf of the Governor-General- in-Council in the presence of Witness- Signed by above named in the presence of Witness- NOTES.-(i) The leases for not more than four years may be granted by the Cantonment Board on its own initiative. Leases of "B" land under the management of the Military Estates Officer for more than four years require the approval of the Officer Commanding-in-Chief, the Command. Leases of "A" (2) land by the Military Estates Officer for not more than five years require the sanction of the Officer Commanding-in-Chief, the Command. (ii) Leases for terms exceeding 4 years require the approval of the Collector and the confirmation of the Officer Commanding-in-Chief, the Command. (iii) Leases for terms exceeding 10 years require the approval of the Collector and the confirmation of the Central Government.

SCHEDULE 15
SCHEDULE XV

[See rule 37(2)] GRANTS REGISTER Military Estates Officer. _____ Cantonment Board. (MISCELLANEOUS SITES) (Form of application for a lease of land to be filled in by applicant.) To THE MILITARY ESTATES OFFICER. CANTONMENT. THE EXECUTIVE OFFICER Sir, I have the honour to apply for the grant of a lease of acres/feet of land situate in for the purpose of A site plan of the area required is attached. No buildings will be erected on the land, and only such boundary walls, fences or hedges will be erected as may be sanctioned by the authority sanctioning the lease. I request that a lease may be granted for a period of..... years. I am prepared to abide by such conditions regarding the disposal of the land as the Central Government or such other authority as the Central Government may appoint for this purpose may impose, and to deposit the cost, if any, of surveying and demarcating the land on the understanding that if the land is eventually granted to any other person the amount of my deposit will be refunded to me. I request that the land may be granted to me by private agreement without auction for the following reasons :- I have, etc., GRANTS REGISTER- MISCELLANEOUS SITES (To be filled in by the prescribed authority, not the applicant) Survey number and/or situation. Class of land. Total area of SI. No., if any. 1. Date of application. 2. Extent applied for. 3. Name and address of applicant. 4. Period of lease applied for. 5. Purpose for which applied for. 6 [6. Order of the Officer Commanding the Station.] Copy of Board Resolution. 7. Opinion of Collector. 8. Forwarded to the O. C.-in-C., the Command. 9. Order of the Central Government/Authority appointed by the Central Government under rule 37. 10. Date and cost of survey and demarcation and date of deposit of cost. 11. Annual rent fixed according to standard table of rents. 12. Reserve price for premium on lease. 13. Notice of auction published. 14. Date of auction. 15. Successful bidder. 16. Amount of bid. 17. Order of the Central Government or authority appointed under rule 37. (Items 10 to 17 to be completed if the ordinary procedure of auction is ordered under item 9.) 18. Number and date of lease. 19. Date of registration of lease. Military Estates Officer. Executive Officer. Dated PLAN OF SITE Survey number. Sub-division. Area. Surveyed and demarcated on ground Military Estates Officer. Executive Officer. Certified that the sub-division has been entered on the Survey of India map of the cantonment and that the appropriate entry has been made in the General Land Register. Military Estates Officer. Dated

SCHEDULE 16
SCHEDULE XVI

[Sec rule 28(3), rule 35(3), rule 37(4)] MILITARY ESTATES OFFICER CIRCLE. CANTONMENT BOARD CANTONMENT Cantonment. Lease No. Survey No. Area Military Estates Officer's (Building Grants Register Sites) Page No. Cantonment Board's (Agricultural Particulars:- No. and name of building No. of Agricultural plot. Lease Description of (Schedule No.) For what purpose For what period Date of Execution Date of Registration Date of Expiry Rental amount payable Rs. Dates when payable Name of original lessee Mutations - How effected giving full details

SCHEDULE 17
SCHEDULE XVII

{See rule 39(1)} Licence to occupy a site in the Cantonment This licence grants to son of in his capacity as the right to occupy a site comprising square yards square feet, situated in survey No. * (and in extent as delineated on the site plan annexed hereto) for the purpose of on payment of Rupees per month/day subject to the following conditions : (1) The right granted under this licence does not amount to an easement or interest in the site. (2) This licence is valid from the date of issue until the unless prior notice of determination is given. (3) The licensor has the right to determine this licence by giving days/months notice to the licensee. (4) The licensee has the right to remove any materials or buildings on the site up to weeks after the determination of the licence: Provided that if the licensee has failed so to remove any materials or buildings on the site they shall become the property of the Central Government/Cantonment Board without payment of any compensation and the licensee shall have no further claim thereto. The licensee shall make good any damage done in removing same. (5) This licence cannot be transferred or assigned by the licensee or exercised by his servants or agents. (6) The land must not be used for any purpose other than that mentioned

in this- licence. (7) Only building of a temporary nature shall, if sanctioned, be erected on the site and the building shall comply with such directions as may be issued by proper authority. (8) On determination of this licence either in pursuance of a notice of determination or on the expiry thereof, the Central Government/Cantonment Board shall not be liable to pay any compensation whatever to the licensee. Signature Military Estates Officer. Cantonment Board. Dated the I licensee hereby accept the terms and conditions contained in the licence of which I have been made fully aware. Signature.

SCHEDULE 18
SCHEDULE XVIII

[See rule 39 (3)]

REGISTER OF LICENCES FOR TEMPORARY OCCUPATION OF LAND

Year

Cantonment

Seri- al No. of licen- ce.	Survey number and situa- tion.	Area	Purpose for which licence is granted	Name of licen- se holder	Period of licen- se and ini- tials of M.E.O. or E.O.	Number and date of reso- lution of Cantt. Board or order of M.E.O. sanctioning licence.	Fee charged	Date of collection and ini- tials of M.E.O. or E.O.	Receipt number.	General cash book. entry, number and date	Date and initials of M.E.O. or E.O. in token of termi- nation of occu- pation
1	2	3	4	5	6	7	8	9	10	11	12

NOTE.If the system of granting individual permits for each head of cattle allowed to graze is in force, it should be worked by books containing foil and counterfoil and entries in this register will be unnecessary.

SCHEDULE 19
SCHEDULE XIX

[See rule 46 (2)]

CANTONMENT BOARD'S REGISTER OF CENTRAL GOVERNMENT DUES

Class "C" Lands

Sl. No.	No. and date of Central Govern- ment order vesting in Board	Purpose for which vested	Arr ears	For current year	Total of Columns 4 and 5	Amount paid to Central Govern- ment No. and date of treasury receipt	REMARKS (If Central Government has fixed a date for re-consi- deration of amount payable, it should be so stated here giving date)
1	2	3	4	5	6	7	8