

(A) EXTENSION OF EXPIRED / EXPIRING LEASES

1. The term of all the leases given under the Cantonment Codes of 1899 & 1912 and CLAR 1925 & 1937 either expired or expiring before 31.12.2018 will be extended till 31.12.2018 subject to the

conditions given in the Government's policy letter *ibid*. Besides, the terms & conditions contained in the expired lease deed shall also continue to be in force subject to certain modifications.

2. Extension of lease term upto 31.12.2018 will neither regularize breach of lease conditions nor entitle the lessee to seek any greater rights. Acceptance of lease rent together with arrears due from the date of expiry of lease will regularize only the occupation of defence land.
3. Where eviction orders have been issued by the competent authority under due process of law or where any litigation is ongoing regarding leasehold rights, such leases shall not be extended and action shall be taken as per due process of law.
4. Extension in such cases will not be permitted where Transfer, sub lease or assignment of leasehold rights were made after expiry of full tenure of lease.
5. Lease rent shall be recovered based on STR rates prevailing on the date of expiry of leases. The lease rent will be revised by 100% after expiry of every 10 years period on compounding basis. Rent will be fixed on the basis of use of site which is classified as residential, commercial and lucrative. The lease rent for residential sites is equal to normal STR (Standard Table of Rent) rates, for commercial sites twice the STR rate and for lucrative sites four times the STR rates as per extant instructions.
6. The arrears of lease rent will be recovered in four (04) equal instalments within 01 year while the annual lease rent for the next year will be recovered in advance. Those lessees /

unauthorized occupants who fail to deposit due arrears or rent within three (3) months of issuance of Demand Notice, shall be deemed as unauthorized occupants and action will be initiated by DEO under PPE Act, 1971 for their eviction and recovery of lease rent as damages.

7. Where ever the use of leased site or part thereof has changed from residential to commercial or to a mixed use (both residential and commercial), the lessee will have to pay lease rent at commercial rate for such area from the date of change of use or date of renewal of lease as the case may be.
8. For expired Cantonment Code lease sites located outside civil area (i.e. Bungalow area), the Government shall retain the right to resume the sites any time as per Cantonment Code lease conditions if such site is required for defence or public purposes. Also, in case of expired leases given under Cantonment Land Administration Rules and located outside civil area a resumption clause will be added whereby the Government shall have the power to resume the site before 31.12.2018 if required for any defence or public purposes.
9. Extension of leases will be done in modified Schedule IV of Cantonment Land Administration Rules, 1937 (as suitably modified by DGDE) after incorporating the conditions as stipulated in the policy *ibid*.

(B) RENEWAL OF CANTONMENT CODE/ CLAR LEASES

1. Leases under Cantonment Land Administration Rules, 1925/1937, whose first or second term has expired but sanction for "renewal" could not be given due to breach of certain conditions of lease and also Cantonment Code leases, whose last renewal could not be sanctioned on account of certain breaches (located outside Civil Area i.e Bungalow area), Government of India, Ministry of Defence vide their policy *ibid*, has also decided to constitute a Committee of officers with delegated powers upto 31.12.2018 to decide each case for condonation/compounding of breach of lease conditions, wherever permissible, as per provisions of the policy *ibid*. In case there is a disagreement between the committee members the cases would be dealt with as per policy *ibid*.

CONDONATION/ COMPOUNDING OF BREACH OF LEASE CONDITIONS
FOR SITES LOCATED OUTSIDE CIVIL AREAS(BUNGALOW AREAS)

- (i) Transfer, sub lease or assignment of lease hold rights without prior permission of the D.E.O. as is required under the Cantonment Code or CLAR leases.
- (ii) Transfer, sub lease or assignment of lease hold rights without prior intimation to the D.E.O./Competent Authority as is required under the Cantonment Code or CLAR leases.

- (iii) Change of purpose from residential to commercial shall not be condoned except in the following circumstances:-
- (a) When part of the leased premises is used as small shop or office or service centre solely for the purposes of earning livelihood of the lessee or his successor-in-interest. Where commercial use of the site is beyond their earning livelihood, specific order of Government will be required in each case.
 - (b) Appropriate order of Government will also be required if the site is used for educational, religious and hospital purposes.
- (iv) Condonation of breach involving encroachment of adjoining land will not be allowed.
- (v) Breach of lease conditions will also not be condoned if the sale of the title deed is defective i.e. where the title of land is transferred instead of lease hold rights.
- (vi) In cases where change of purpose is condoned, the lessee will be liable to pay lease rent at commercial rate applicable from the date of change of use or date of renewal of lease as per provisions of the policy *ibid*.

(vii) Cases of unauthorized constructions which are within the purview of the building bye-laws will be dealt with for demolition or regularization under the provisions of Cantonments Act, 2006 and building bye-laws

(viii) In case the Committee is of the view that the breach cannot be condoned, it will send its recommendations to the DGDE for its acceptance. In case of disagreement between committee members, the recommendations shall be forwarded to the Competent Authority for decision in the matter, as per provisions of the policy *ibid*.

(C) Implications of non acceptance/non compliance of the terms & conditions of provisions of policy letter *ibid*

(i) In case, the terms & conditions are not acceptable to the ex-lessee/s or their successor-in-interest, they have to vacate and handover the site to Defence Estates Officer, Lucknow Circle within 03 months, failing which they will be deemed as unauthorized occupants and eviction action will be initiated against them forthwith under PPE Act, 1971 and arrears of lease rent at prescribed rates. For those occupiers who vacate the site without payment of due arrears or damages, the recovery shall be done by following procedure prescribed u/s 324 of Cantonments Act, 2006.

- (ii) If the lessee or his successor-in-interest fails to apply for condonation of breach of lease conditions despite issuance of instant public notice/individual notice or fails to pay the due rent depending upon the use of the premises within the stipulated period of three (3) months, such cases will be processed by the Defence Estates Officer, Lucknow Circle for determination of lease.

NB :- The above salient features are only a gist of the interim measures in the Ministry of Defence letter No. 11013/2/2016/D (Lands) dated 10.03.2017 and which is being given for public information only. For full details, the policy letter can be perused at the Cantonment Board Lucknow website i.e. www.cblucknow.org.in, Cantonment Board Kanpur website ie www.cbkanpur.org.in and Cantonment Board Fategarh website ie www.cbfategarh.org.in or the interested lessees / their successors in interest may also visit the office of the Defence Estates Officer, Lucknow Circle, 30, Nehru Road, Lucknow Cantt during working hours on working days.

Defence Estates Officer
Lucknow Circle
Lucknow Cantonment