

PUBLIC NOTICE

The residents of Roorkee Cantonment and all interested persons are hereby informed that Govt. of India Ministry of Defence vide their letter No. 11013/2/2016/D (Lands) dated 10.03.2017 have taken decision for certain interim measures to regularize the occupation of leased sites till 31.12.2018, along with the procedure and timelines for the same. The interim measures cover the following aspects:

- (a) Extension of expired / expiring Cantonment Code Leases of 1899 & 1912 and the leases under Cantonment Land Administration Rules 1925 & 1937.
- (b) Renewal of Cantonment Code and CLAR leases whose full term has not expired.

The above mentioned Govt. of India Ministry of Defence letter is displayed on Notice Board of office of Cantonment Board Roorkee, Lal Kurti , Roorkee Cantonment and is also published on Cantonment Board Roorkee website i.e. www.cbroomkee.org.in .The link for the same is given below from where it can be seen / downloaded :

(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 is 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 will 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 04 (four) equal installments within 01 (one) 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 03 (three) months of issuance of Demand Notice, shall be deemed as unauthorized occupants and action will be initiated by CEO 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 if documentary evidences is available with Cantonment Board, Roorkee or from the date of renewal of lease as the case may be.
8. 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 (both located inside Civil Areas), 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(es) of lease conditions, wherever permissible as per the policy ibid.

Condonation / compounding of breach of lease conditions for sites located in civil areas – The compounding of following breaches will be permissible -

- (i) Transfer, sub lease or assignment of leasehold rights to individual as also society without prior permission of the Cantonment Board / DEO as is required under the CLAR leases.
- (ii) Transfer, sub lease or assignment of lease hold rights without intimation to the Cantt Board / DEO / competent authority as is required under the Cantonment Code or CLAR leases.
- (iii) Change of purpose from residential to commercial / educational / religious or vice versa. Change of purpose from residential to commercial shall be dealt with as follows:-
 - (a) The commercial use of site should not be in violation of sections 244 and 277 of the Cantonments Act 2006.
 - (b) Use of site for commercial purpose should not be a nuisance or likely to be dangerous to life, health or property and security of troops.

(c) Commercial use of premises meant for livelihood of the lessee, successors-in-interest or dependents can be compounded subject to (a) & (b) above and levying of lease rent at commercial rate (double the STR rate) from the date of change of use in case documentary evidence is available with Cantonment Board or date of renewal of lease if date of change of use is not available.

(d) Use of premises for commercial gains can be regularized by the Committee subject to (a) & (b) above and payment of additional compounding fee equal to 15% of cost of land calculated at STR rates prevalent on the date of change of use in case documentary evidence is available with Cantonment Board or date of renewal of lease, if date of change of use is not available.

(iv) Non-payment of due rent in time.

The following breach of lease conditions shall not be condoned by the Committee and each case shall be referred to the DGDE for orders or for submission of case to Ministry of Defence:

- (i) If the adjoining land has been encroached upon by the lessee - The case of encroached land shall continue to be dealt with for eviction under the provisions of PPE Act, 1971 while the proposal for renewal of lease to the extent of authorized leased area only should be processed. A separate proposal shall be moved by the Cantt Board as per extant policy, for leasing out / outright sale of the adjoining area, if the same cannot be put to an independent municipal or public use, for obtaining suitable Govt order / Cabinet approval.
- (ii) If there are unauthorized constructions in the leased site which are not within the provisions of the building bye-laws and cannot be compounded will not be condoned by the Committee and will be referred to the authorities as mentioned in the policy letter *ibid*.
3. 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 the case may be.
4. In case the Committee takes a decision for not condoning the breach it should refer its recommendations to the DG DE for his acceptance. Only after the DG DE accepts the recommendations of the Committee, the Committee shall initiate action for determination of lease. In case the DG DE disagrees with the recommendations of the Committee the proposal will be referred to Min of Defence for taking appropriate decision on condonation of breach or otherwise.
5. 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.

(C) Non acceptance / non compliance of the terms & conditions of the 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 Chief Executive Officer, Cantonment Board Roorkee within 03 (three) 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 rent at prescribed rates shall be recovered from them as damages, following due procedure prescribed u/s 324 of Cantonment 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 03 (three) months, such cases will be processed by the Chief Executive Officer, Cantonment Board Roorkee for determination of lease.

NB :- The above salient features are only a gist of the interim measures given in the Ministry of Defence letter ibid, for public information. For full details, the policy letter can be perused at the link given above or the interested lessees / their successors in interest may also visit the office of the Cantonment Board Roorkee, Lal Kurti, Roorkee Cantt during working hours on working days.

**Chief Executive Officer
Cantonment Board Roorkee**