


DELHI CANTONMENT BOARD

A Civil Area Committee Meeting will be held on 23.02.2018 at 1600 hrs in the Conference Room of the Cantonment Board Office, Delhi Cantonment. The agenda of items have been enclosed.

You are requested to please make it convenient to attend the same.


Chief Executive Officer
Delhi Cantonment
(B. Reddy Sankar Babu)
I.D.E.S.

No. DCB/6/B-4/2018
Office of the Cantonment Board
Delhi Cantonment

Dated:¹⁹February, 2018

- | | | |
|-----|--|-------------------|
| 1. | Smt. Chaudhary Priyanka | Chairman |
| 2. | Sh. B. Reddy Sankar Babu, CEO | Member-Secretary |
| 3. | Brig. Krishan Kapur, SEMO | Ex-officio Member |
| 4. | Lt. Col. Rajesh Juyal, GE Project (East) | Ex-officio Member |
| 5. | Sh. Tanwar Sandeep | Elected Member |
| 6. | Smt. Kadiyan Rachna | Elected Member |
| 7. | Smt. Jain Kavita | Elected Member |
| 8. | Sh. Jagat Singh | Elected Member |
| 9. | Sh. Beniwal Nand Kishore | Elected Member |
| 10. | Col. Narender Chaudhary (Retd) | Elected Member |
| 11. | Sh. Vimal Chowdhary | Elected Member |

AGENDA

1. **AMENDMENTS IN R/O CALCULATING LEASE RENT/OCCUPATION CHARGES OF THE DEMAND NOTICE ISSUED TO THE OCCUPIERS OF SY.NO.52/4 SHASTRI BAZAR, DELHI CANTT**

The full & final term of 90 years lease hold rights of Sy.No.52/4, Shastri Bazar, Delhi Cantt had expired on 14.01.2017. In pursuance of the directions contained in interim policy of Min. of Defence, letter No. 11013/2/2016/D(lands) dated 10.03.2017 in r/o extending the leases given under Cantonment Codes and CLAR, 1925 & 1937, this office had issued demand notices for occupation charges vide letter No. DCB/21-L-1/52-4/RENEWAL OF LEASES/2017 dated 12.05.2017 & 18.05.2017. As the leasehold rights of Sy.No.52/4 were given for the purpose of house cum shop the occupation charges were calculate at the STR for commercial purpose i.e. double of the residential rates.

Representations were received against levy of occupational charges for the entire lease hold property on the basis of STR rates for commercial purpose as land use being mixed land use (i.e. Shop as well as residences). The discussions were held with the higher authorities for seeking clarification and accordingly this office vide letter no. DCB/21-L-1/52-4/RENEWAL OF LEASES/2017 dated 23.06.2017, addressed to the PD,DE WC with copy to the Director General Defence Estates, had informed that necessary corrections to the occupation charges in respect of Sy.No.52/4 shall be made as per actual land use i.e. commercial or residential use and STR will be accordingly applied for commercial and residential rates respectively to modify occupation charges.

The amendments to occupation charges could not be issued as proper land survey to ascertain the use of land i.e. commercial and residential, was required, which has now been completed. The revised occupation charges for residential and commercial property in Sy. No. 52/4, works out as under in terms of site inspection report received now:-

S.No.	Name of occupier & Property No.	Occupation charges demanded vide letter No.DCB/21/L-1/52/4/Renewal of leases/2017 dated 12.05.2017 & 18.05.2017		Revised occupation charges as per commercial and Residential use		Land use
		15.01.2017 to 14.01.2018 (In Rs.)	15.01.2018 to 31.12.2018 (In Rs.)	15.01.2017 to 14.01.2018 (In Rs.)	15.01.2018 to 31.12.2018 (In Rs.)	
1.	Aman Nath , Mohinder Nath (recorded lessee) Property No.III/1/3	2,21,122	2,12,640	2,21,122	2,12,640	Commercial
2.	Harcharan Singh Bawa & Gurmeet Singh Bawa (recorded lessee) Property No.III/1/1 & III/1/1A	7,56,650	7,27,628	7,56,650	7,27,628	Commercial
3.	LR's of Late Sh.Leeldhar Property No.III/1/2 & III/1/2A	15,09,155	14,51,268	15,09,155	14,51,268	Commercial
4.	Sh.Vijay Kumar Sharma Property No.III/1/1B	2,79,857	2,69,123	2,79,857	2,69,123	Mixed

5.	Sh.Ramni Bhatia & Dipin Bhatia Property No.III/1/4 shop	2,22,504	2,13,969	2,22,504	2,13,969	Commercial
6.	Sh. Rakesh Kr. Raizada Property No.III/1/5 shop	2,22,504	2,13,969	2,22,504	2,13,969	Commercial
7.	Sh. Ajay Raizada Property No.III/1/6 shop	2,22,504	2,13,969	2,22,504	2,13,969	Commercial
8.	Sh. Paramjeet Singh Gujral, Col.Sandeep Khanna, Smt.Deepa Khanna & Sh.Preet Bawa Property No.III/1/7 shop	2,22,504	2,13,969	2,22,504	2,13,969	Commercial
9.	Smt. Sunita Bhatiani Property No.III/1/8 shop	2,22,504	2,13,969	2,22,504	2,13,969	Commercial
10.	Sh.Sanjeev Bhatiani Property No.III/1/9 shop	2,22,504	2,13,969	2,22,504	2,13,969	Commercial
11.	Sh. Padam Jain & Smt. Kavita Jain Property No.III/1/10 shop	2,22,504	2,13,969	Commercial- Rs.1,15,642 Residential- Rs.53,434	Commercial- Rs.1,11,207 Residential- Rs.51,385	Commercial area-251 sq.ft, Residential area-232 sq.ft
				Total- Rs.1,69,076	Total- Rs.1,62,592	
12.	Mrs. Namrata Property No.III/1/11 shop	2,22,504	2,13,969	2,22,504	2,13,969	Commercial
13.	Legal heirs of Sh. Roshan Lal Sachedava Property No.III/1/12 shop	2,22,504	2,13,969	2,22,504	2,13,969	Commercial
14.	Sh.Bansi Lal, Sh.Sanjay Kumar, Sh.Lajpat Rai sons of late Sh.Bhagwan Dass & Sh.Mahesh Kumar, Sh.Vijay Kumar, Sh.deepak Kumar sons of late Sh.Krishan Lal Property No.III/1/13 shop	2,22,504	2,13,969	2,22,504	2,13,969	Commercial
15.	a. Smt. Gurcharan Kaur(portion-E) b. Smt. Iqbal Kaur(portion-A) c. Smt. Rajinder Kaur Randhawa (Portion- c) d. Smt. Jasbir Kaur (portion-B) e. Smt. Tajinder Kaur (portion-D) Property No.III/1/12B shop	15,11,562	11,65,091	15,11,562	11,65,091	Commercial
16.	Sh. Kuldeep Verma & Others (Ms.Rashi Verma Sh.Parveen Verma Sh.Rahul Verma) Property No.III-1/2A/1,	6,81,331	6,55,198	6,14,644	5,91,069	Entire Open Area. Assessed at STR for residential purpose.

	III-1/2/C, III-1/2/1C, III-1/2/D, III-1/2/E, III-1/2/G Open Space					
17.	Surinder Bhatiani Property No.III/1/2A/1	6,05,320	5,82,103	6,05,320	5,82,103	Commercial
18.	Archana Rastogi, Rita Dhawan & Simran Chahal Property No.III/1/2/D&E	9,67,407	9,30,301	4,83,703	4,65,150	Residential
19.	Smt. Kavita Jain Back portion of Property No.III/1/10 shop	5,15,950	4,96,161	2,57,975	2,48,080	Residential
20.	Sanjeev Bhatiani Property No.III-1/2/B	5,15,950	4,96,161	2,57,975	2,48,080	Incomplete construction sealed by Delhi Cantonment Board. The area assessed at STR for residential purpose
21.	Sunita Bhatiani Property No.III/1/8&9	3,27,536	3,14,973	1,63,768	1,57,487	Entire Open land. Assessed at STR for residential purpose & no demarcation at site.

It is pertinent to mention here that a few occupiers of the expired lease hold property had filed Writ petitions before the Hon'ble High Court of Delhi. In terms of Hon'ble High Court of Delhi interim order dated 06.09.2017, the ex-lessee/petitioners shall pay rent as was payable to them prior to 10.03.2017. Therefore, the above revised occupational charges/lease rent notices will not be served to the petitioners, where the Court orders are applicable as on date. However, it is worth mentioning that the office is defending the case seriously before the Hon'ble Court to safe guard the interests of the Govt.

The committee may consider levy of modified occupation charges as per provisions made in the interim Policy of expired leases issue by MoD Letter No. 11013/2/2016/D(lands) dated 10.03.2017 and consider approving calculation of occupation charges for residential & commercial properties and applicable STR for residential & commercial properties respectively, subject to decision/order of the High Court in the matter.

Relevant file is placed on the table.

2. CONDONATION/ MUTATION/SUB-DIVISION OF LEASE HOLD RIGHTS OF LEASE IN R/O GLR SY.NO. 52/6, SHASTRI BAZAR DELHI CANTT

The leasehold rights of the land measuring 7500 ft. Comprising GLR Survey Number 52/6, Shastri Bazar, Delhi Cantt were originally granted to Sh. Mam Chand and Mata Din in schedule VI of the CLA rules. 1925 with effect from Ist October, 1928 for the purpose of Quarter & Shop for a period of 30 years, renewable at the option of lessee up to 90 years. The

site is situated inside the notified civil area of Delhi Cantonment. The initial GLR entries are reproduced here under:-

Sy. No.	52/6
Area	7500 sq.ft
Purpose	Quarter and Shop
Classification	B-3
Management	Cantt Board
Holder of occupancy right	Mam Chand Mata Din
Schedule of lease	Lease in Sch.VI of the CLA Rules, 1937
Lease Rent	10.50
Date of expiry of lease	30.09.1958

2. The first term of lease expired on 30.09.1958 and the sanction for renewal for 2nd term of lease was accorded for further period of 30 years w.e.f 01.10.1958 on payment of enhanced rental of Rs.15.47 vide Headquarter WC (ML&C) Simla, letter No.21/952/LC/1550 dt 30.03.1959 in favour of L.Mam Chand, Mata Din. The renewal deed in Sch IV was executed and registered with Sub registrar and the GLR entries were updated as under:-

Sy.No.	52/6
Area	7500 sq.ft
Purpose	Quarter and Shop
Classification	B-3
Management	Cantt Board
Holder of occupancy right	Mam Chand Mata Din
Schedule of lease	Lease in Sch.VI of the CLA Rules, 1937
Lease Rent	15.47
Date of expiry of lease	30.09.1988

3. After the demise of both the co-lessee, namely, Sh.Mam Chand and Mata Din, the mutation was entered in the GLR vide CAC/CBR No.5/3 dated 28.12.1986/26.12.1986 in favour of the following legal heirs in equal shares:-

1. Sh.Pearey Lal Rastogi - 3750 sq.ft
s/o Late Sh.Mata Din
2. i. Sh.Om Parkash Rastogi
ii. Sh.Kidar Nath Rastogi
iii. Sh.Ved Parkash Rastogi
Ss/o of Late Sh.Mam Chand } 3750 Sq.ft

4. After expiry of the 2nd term of the lease on 30.09.1988, the lease was further renewed for a period of 30 years w.e.f 01.10.1986 to 30.09.2018 vide Dte, DE, WC letter No.21/4096/Lands/DE/30 dated 27.11.1992 in favour of the following lessees:-

1. Sh.Piarey Lal Rastogi - 3750 Sq.ft
2. Sh.Om Prakash Rastogi
Sh.Kedar Nath Rastogi
Sh.Ved Praksh Rastogi } 3750 Sq.ft

5. The lease in Sch.IV of CLA Rules, 1937 was executed on 10.05.1993 and registered as No.4991 in Addl. Book No.1, Vol. No.7400 on pages 168 to 169 on 07.07.1993 with Sub-Registrar, Delhi. The lessees were asked to submit the original copy of renewal deed dated 10.05.1993 but they submitted only the certified copy of the lease deed. The GLR entries were updated as under:-

Sy.No.	52/6
Area	3750 sq.ft
Purpose	Quarter and Shop
Classification	B-3
Management	Cantt Board
Holder of occupancy right	1.Piarey Lal Rastogi 2. S/Sh.Om Parkash Rastogi, Sh.Kedar Nath Rastogi Sh.Ved Parkash Rastogi
Schedule of lease	Lease in Sch.VI of the CLA Rules, 1937
Lease Rent	23.21
Date of expiry of lease	30.09.2018

6. After the demise of the co-lessee namely Sh.Piarey Lal Rastogi, his wife applied for mutation/transfer for lease hold rights in her favour. The case was placed before the CAC/Board who vide its Resolution No.2/2 dated 11.07.1997/29.07.1997 resolved to mutate ½ portion, i e, land measuring 3750 Sq.ft, in the name of Smt.Bali Devi w/o Late Sh.Piarey Lal Rastogi. Accordingly the GLR entries were updated as under:-

Sy.No.	52/6
Area	3750 sq.ft
Purpose	Quarter and Shop
Classification	B-3
Management	Cantt Board
Holder of occupancy right	Smt.Bali Devi w/o Late Piarey Lal
Schedule of lease	Lease in Sch.VI of the CLA Rules, 1937
Lease Rent	23.21
Date of expiry of lease	30.09.2018

7. The above entries are the last entries in the GLR. The lease of Sy.No.52/6 Shastri Bazar Delhi Cantt is in its last leg and the leasehold rights will expire on 30.09.2018. Presently the property stands in the name of following persons:-

- | | | | |
|----|--|--------|------------|
| 1. | Smt.Bali Devi w/o Late Piarey Lal | - | 3750 Sq.ft |
| 2. | Sh.Om Parkash Rastogi,
Sh.Kedar Nath Rastogi and
Sh.Ved Parkash Rastogi
Ss/o of Late Sh.Mam Chand | }
} | 3750 Sq.ft |

8. CASE OF SMT. BALI DEVI, MEASURING AREA 3750 SQ.FT.

Sh. Ashok Kumar Rustagi S/o Smt. Bali Devi vide his letter dated 19.6.2017 intimated that Smt. Bali Devi (Bala Devi) had died on 29.3.2017 leaving behind the following legal heirs.

- i) Smt. Sheela Rustogi, w/o Sh. Dharamvir Rustogi (daughter)
- ii) Smt. Nirmala Rustogi, w/o Sh. Prem Narayan Rustogi (daughter)
- iii) Smt. Hansa Gupta, w/o Sh. Jawahar Lal Gupta (daughter)

- iv) Smt. Madhu Rustogi, w/o Sh. Narendra Prashad Rustogi (daughter)
- v) Smt. Kamlesh Rustogi, w/o Sh. Nirmal Rustogi (daughter)
- vi) Sh. Ashok Kumar Rustogi, S/o Late Sh. Pyare Lal (Son)
- vii) Sh. Deepak Rastogi, S/o Late Pyare Lal (Son)

The above mentioned five daughters have relinquished their shares in the property in favour of Sh. Ashok Kumar Rustogi and Deepak Rastogi by executing relinquishment deed dated 5.6.2017. They have submitted the copy of unregistered relinquishment deed and requested to process the case for mutation in their favour. However, certain documents are still awaited which they have committed to furnish immediately.

9. CASE OF SH. OM PRAKASH RASTOGI, SH.KEDAR NATH RASTOGI & SH.VED PRAKASH RASTOGI, MEASURING AREA 3750 SQ.FT.

Further Sh.Om Prakash Rastogi, Sh.Kedar Nath Rastogi & Sh.Ved Prakash Rastogi sold parts of their share in the leasehold rights in the property by executing three sale deeds. The purchasers of leasehold rights had requested for mutation and transfer of leasehold rights in their favour. The details of sale/purchase transactions of lease hold rights are given here under:-

S. No	Name of Seller	Name of Purchaser	Property No. & Area	Date of Sale Deed	Date of intimation of Sale
1.	Sh.Om Prakash Rastogi, Sh.Kedar Nath Rastogi & Sh.Ved Prakash Rastogi	Sh.Kailash Chand & Sh.Sanjay Kumar	III/3/7, 1023.5 Sq.ft (Ist & IInd floor alongwith propionate leasehold rights of land underneath).	02.02.1995	23.02.1995
2.	Sh.Om Prakash Rastogi, Sh.Kedar Nath Rastogi & Sh.Ved Prakash Rastogi	Sh.Brij Raj Sethi	III/3/5, 650.80 Sq.ft (Ground floor alongwith propionate leasehold rights of land underneath).	15.05.2005 Declaration dt 19.01.2018	06.03.2006
3.	Sh.Om Prakash Rastogi, Sh.Kedar Nath Rastogi & Sh.Ved Prakash Rastogi	Smt.Prem Lata	III/3/4, 650.80 Sq.ft (Ground floor alongwith propionate leasehold rights of land underneath).	23.01.2006 Declaration dt 19.01.2018	01.02.2006

Balance 1424.9 sq ft. remained with recorded lessees.

10. As the sale/purchase of leasehold rights mentioned at Sl.No.2 was not intimated to this office within a stipulated period of 01 calendar month from the date of sale, as envisaged in lease condition of 1(8) of lease deed, it involves breach of lease condition 1(8) of the lease deed. There was no breach of condition 1(8) in respect of the other two sales.

11. Thereafter, Sh.Om Prakash Rastogi died on 02.01.2011 and Sh.Kedar Nath Rastogi died on 11.03.2011 and their legal heirs namely Sh.Vikas Rastogi s/o Sh.Om Prakash Rastogi and Sh.Vikul Rastogi s/o Sh.Kedar Nath Rastogi, vide their letter dated 14.12.2011, requested to mutate the property in their favour. They have submitted the Affidavits & Relinquishment Deeds executed by the other legal heirs of the deceased lessees in their favour to establish their claims.

12. Further, the leasehold rights of two more properties were transferred through registered Sale deeds by the legal heirs of the deceased lessee namely, Sh.Vikas Rastogi s/o Sh.Om Prakash Rastogi and Sh.Vikul Rastogi s/o Sh.Kedar Nath Rastogi & Ved Prakash Rastogi. The details of the transfer of leasehold rights are given here under:-

S. No	Name of Seller	Name of Purchaser	Property No. & Area	Date of Sale Deed	Date of intimation of Sale
1.	Sh.Vikas Rastogi, Sh.Vikul Rastogi & Sh.Ved Prakash Rastogi	Smt.Narinder Kaur w/o Late Sh.Pritam Singh	III/3/6, 650.80 Sq.ft (Ground floor alongwith propionate leasehold rights of land underneath).	14.11.2017	24.11.2017
2.	Sh.Vikas Rastogi, Sh.Vikul Rastogi & Sh.Ved Prakash Rastogi	Sh.Anil Bhatia s/o Late Shri Ram Bhatia & Smt.Raj Bhatia w/o Sh.Anil Bhatia	III/3/8, 598 Sq.ft (Ist & IInd floor alongwith propionate leasehold rights of land underneath).	14.11.2017	21.11.2017

13. The above legal heirs of the deceased lessees namely Sh.Vikas Rastogi, Sh.Vikul Rastogi & Sh.Ved Prakash Rastogi and all the 05 purchasers of leasehold rights have requested this office for joint mutation vide their letter dt 27.11.2017 & 27.12.2017 in favour of the following:-

- i. Sh.Vikas Rastogi s/o Sh.Om Prakash Rastogi
- ii. Sh.Vikul Rastogi s/o Sh.Kedar Nath Rastogi
- iii. Sh.Ved Prakash Rastogi
- iv. Smt.Prem Lata
- v. Sh.Brij Raj Sethi
- vi. Smt.Narinder Kaur
- vii. Sh.Kailash Chand & Sanjay Kumar
- viii. Sh.Anil Bhatia & Smt.Raj Bhatia.

14. The above mentioned applicants were asked to publish the Public Notice in two local National Dailies, thereby, inviting objections against proposed mutation. The public notice was published in Indian Express & Jan Satha on 27.12.2017. No objection has been received in this regard within the stipulated period of 30 days or even till date. The following documents are submitted by the applicants for mutation in their favour jointly.

- i. Death certificate of Sh.Om Prakash Rastogi & Sh.Kedar Nath Rastogi in original.

- ii. Affidavit mentioning the name of all legal heirs of Sh.Om Prakash Rastogi & Relinquishment deed dt 18.04.2012 in favour of Sh.Vikas Rastogi s/o Sh.Om Prakash Rastogi.
- iii. Affidavit mentioning the name of all legal heirs of Sh.Kedar Nath Rastogi & Relinquishment deed dt 18.04.2012 in favour of Sh.Vikul Rastogi s/o Sh.Kedar Nath Rastogi.
- iv. Application for joint mutation in r/o area measuring 3750 sq.ft in Sy.No.52/6, Shastri Bazar Delhi Cantt.
- v. Copy of Sale deed dt 02.02.1995 executed by Sh.Om Prakash Rastogi, Sh.Kedar Nath Rastogi & Sh.Ved Prakash Rastogi in favour of Sh.Kailash Chand & Sh.Sanjay Kumar.
- vi. Copy of Sale deed dt 15.05.2005 executed by Sh.Om Prakash Rastogi, Sh.Kedar Nath Rastogi & Sh.Ved Prakash Rastogi in favour of Sh.Brij Raj Sethi.
- vii. Copy of Sale deed dt 23.01.2006 executed by Sh.Om Prakash Rastogi, Sh.Kedar Nath Rastogi & Sh.Ved Prakash Rastogi in favour of Smt.Prem Lata.
- viii. Copy of Sale deed dt 14.11.2017 executed by Sh.Vikas Rastogi, Sh.Vikul Rastogi & Sh.Ved Prakash Rastogi in favour of Smt.Narinder Kaur w/o Late Sh.Pritam Singh.
- ix. Copy of Sale deed dt 14.11.2017 executed by Sh.Vikas Rastogi, Sh.Vikul Rastogi & Sh.Ved Prakash Rastogi in favour of Sh.Anil Bhatia s/o Late Shri Ram Bhatia & Smt.Raj Bhatia w/o Sh.Anil Bhatia.
- x. Copy of Public Notice published in Jan Satha & Indian Express to call objections for mutation.
- xi. Indemnity Bond/Undertakings.
- xii. Site Plan duly signed by all applicants.

Sh.Ved Prakash Rastogi & Ors have also filed a Writ petition bearing No.719/2014 in Hon'ble High Court of Delhi, for orders inter alia for mutation which is subjudice. They have stated vide their letter dated 27.12.2017 that they will withdraw the case after joint mutation in their favour.

In view of the undertaking furnished by the joint holders, unauthorized construction, if any, will be dealt with separately.

In view of the above, the Committee may consider the following:

a) Joint mutation in respect of area measuring 3750 Sq.ft i.e. half portion in Sy.No.52/6, Shastri Bazar Delhi Cantt in favour of the following persons, subject to the condonation of breach of lease condition 1(8) of lease deed by the competent authority in respect the case of Sh.Brij Raj Sethi:

- i. Sh. Vikas Rastogi s/o Sh.Om Prakash Rastogi
- ii. Sh. Vikul Rastogi s/o Sh.Kedar Nath Rastogi
- iii. Sh. Ved Prakash Rastogi
- iv. Smt. Prem Lata
- v. Sh.Brij Raj Sethi
- vi. Smt.Narinder Kaur
- vii. Sh.Kailash Chand & Sanjay Kumar
- viii. Sh.Anil Bhatia & Smt.Raj Bhatia.

b) Sub-division of lease hold rights by allotting subsidiary survey no.52/6/1 for the portion measuring 3750 sq ft. in favour of above mentioned eight claimants

- c) Joint mutation in respect of area measuring 3750 Sq.ft. i.e. half portion in Sy.No.52/6, Shastri Bazar Delhi Cantt in favour Sh. Ashok Kumar Rustagi and Sh. Deepak Rastogi s/o Smt. Bali Devi w/o Sh. Pyare Lal Rustagi.
- d) Sub-division of lease hold rights by allotting subsidiary survey no.52/6/2 for the portion measuring 3750 sq ft. in favour of Sh. Ashok Kumar Rustagi and Sh. Deepak Rastogi.

Relevant files are placed on the table.

3. MUTATION/CONDONATION OF BREACH OF TERMS / SUB-DIVISION OF SITE/RENEWAL OF LEASE IN R/O GLR SY.NO.52/11,SHASTRI BAZAR, DELHI CANTT

1. A piece of land measuring 7500 Sq.ft. comprising GLR Sy. No. 52/11, Shastri Bazaar, Delhi Cantt was initially leased out to Pandit R.C Bharadwaja w.e.f 01.07.1931 for the purpose of quarter and shop in Sch.VI of CLAR 1925. Later the Govt. of India vide their letter No.2091-LC/B4 dated 01.07.1938 and HQ Eastern Command vide letter No.82353/94/L.C.I dated 18.07.1938, sanctioned determination of lease w.e.f 01.07.1938 due to non-erection of building thereon within the stipulated period and possession was taken over by the MEO on 06.11.1938. The Military Estate Officer handed over the possession of the land measuring 7500 Sq.ft to the Delhi Cantonment Board on 26.11.1938.

The details of initial General Land Register entry is reproduced here under:-

Sy.No.	52/11
Area	7500 sq.ft
Purpose	Quarter and Shop
Classification	B-3
Management	Cantt Board
Holder of occupancy right	R.C Bharadwaja
Schedule of lease	Lease in Sch.VIII of the CLA Rules, 1937
Lease Rent	10/5/-
Date of expiry of lease	20.07.1961

It is pertinent to mention here that the GLR entries, as above, were incorrect relating to the entries in column of Schedule of lease and date of expiry. The Raksha Bhoomi mutation entry also suffers from vice of wrong entries as “renewed” is mentioned in place of “resumed” and other errors.

2. Thereafter, the lease of GLR Sy.No.52/11 Shastri Bazar Delhi Cantt, admeasuring 7500 sq.ft, was granted to M/s Raghbir Saran, Raghunandan Saran, proprietors M/s Pearey Lal & Sons Ltd. New Delhi, for the purpose of Motor Service Station, Shops and quarters w.e.f 1.10.1943 for the period of 30 years, renewable at the option of the lessee up to 90 years. The lease is held in Schedule VIII of CLA Rules, 1937. The details of the GLR entries made were made as under:-

Sy.No.	52/11
Area	7500 Sq.ft
Purpose	Motor Service Station, Shops & Quarters

Classification	B-3
Management	Cantt Board
Holder of occupancy right	Raghubir Saran, Raghunandan Saran, Proprietors M/s Pearey Lal & Sons Ltd New Delhi.
Schedule of lease	Lease in Schedule VIII of CLA Rules 1937
Lease Rent	68/13/-
Date of expiry of lease	30.09.1973

The lessees transferred the lease hold rights of property to Smt. Asharfi Devi Educational Trust, vide gift deed dated 3.6.53 and the property was mutated in favour of Asharfi Devi Educational Trust vide Cantt Board Res. No. 11 dated 9.5.55. Copies of the extracts from the original GLR and the GLR compilation of the Raksha Bhumi are attached for perusal.

3. Smt. Asharfi Devi Educational Trust further sold the lease hold rights of the property bearing Sy.No.52/11 to the following persons:-

(i)	Mrs. Nita Mehta	1250 sft
(ii)	Sh. Shikhar Chand Sumer Chand Jain	1250 sft
(iii)	Sh. Ami Chand Jain, Sh. Om Parkash Jain and Sh. Mangey Ram Jain	1250 sft
(iv)	Sh. Radha Kishan, Sh. Ganga Pershad & Sh. Tek Chand	1250 sft
(v)	Smt. Kaushalya Mehra	2500 sft

4. Subsequently, Smt. Nita Mehta sold her share of land to Sh. Avtar Singh Puri vide sale deed dated 24.12.1972. The property was mutated in favour of the purchasers jointly, vide CAC/CB Res. No. 8/3 dated 28.7.73/31.7.73. Later on Sh. Mangey Ram Jain, mentioned at Sl. No.(iii) above, had executed a relinquishment deed dated 16.3.73, relinquishing his share in favour of Sh. Om Prakash Jain. The share of the property was jointly mutated in the names of S/Sh. Ami Chand Jain and Om Parkash Jain vide CAC/CB Res. No. 8/2 dated 6.12.73/19.12.73. As per G.L.R entry, as on date, the following persons are the recorded co- lessees of the plot:-

<u>Sl. No.</u>	<u>Name the lessee(s)</u>	<u>Area in Sq.ft.</u>
(i)	Sh. Avtar Singh Puri	1250 Sq.ft
(ii)	Sh. Shikhar Chand Jain Sh. Sumer Chand Jain	1250 -do-
(iii)	Sh. Ami Chand Jain Sh. Om Parkash Jain	1250 -do-
(iv)	Sh. Radha Kishan, Sh. Ganga Parshad, Sh. Tek Chand	1250 -do-
(v)	Smt. Kaushalya Mehra	2500 -do-
	Total	7500 Sq.ft

5. The Ist term of lease had expired on 30.09.1973 & the lease was renewed for the 2nd term in favour of above co-lessees for a further period of 30 years w.e.f. 1.10.1973 vide Dte. DL & C (Now Dte. DE) Western Command letter No. 21/2769/Lands/DLC/61 dated 24.5.85. The renewal of lease in schedule IV of CLA Rules, 1937 was executed jointly by the above co-lessees on 12.9.1985. The

leasehold rights of Sy.No.52/11 stands expired since 30.09.2003 & 3rd term renewal of lease is due.

6. The detailed descriptions of change in hands of each sub division in respect of Sy.No.52/11 Shastri Bazar Delhi Cantt, are as under:-

(i) **Present status of the portion pertaining to Sh.Avtar Singh Puri, bearing Property No.III/6/1 measuring 1250 sq.ft Shastri Bazar Delhi Cantt**

- a) The recorded lessee, Sh.Avtar Singh Puri, sold his lease hold rights of land measuring 1250 sq.ft bearing property No.III/6/1, to Sh.Ganga Prasad and Radha Kishan vide sale deed dt 15.04.1978 after permission for sale of the property had been granted vide letter No.ULC/Del.C/Transfer of property Sy.No.52/11 dt 29.03.1978 in favour of M/s Ganga Prasad & Radha Kishan. Further, certain portion of property was also declared in favour of Sh.Tek Chand on 28.07.1980 as per Judgment of Court of Mrs.Kamlesh Sabarwal, S.J-III Delhi in Suit No.629/80. Sh.Ganga Prasad, Sh.Radha Kishan & Sh.Tek Chand had stated vide their application dated 13.01.1988 that out of 1250 sq.ft, a portion of which had been decreed in favour of Sh.Tek Chand (i.e. 21'-3"x 12'x3") as per Court judgment, be mutated/transferred in favour of Sh.Tek Chand and remaining part of plot bearing property No.III/6/1 be mutated/transferred in favour of Sh.Ganga Prasad and Radha Kishan. The matter was referred to the Cantt Board Legal advisor who opined vide his letter dated 23.03.1988 that the mutation could be effected in the names of the purchasers provided that the transferrer/lessee paid all taxes and no amount was due against lessee. However, the name of Sh.Radha Kishan, Sh.Ganga Prasad & Sh.Tek Chand had not been entered in General Land Register in r/o of portions purchased by them from Sh.Avtar Singh Puri. Further status of the properties in respect of above three purchasers are as under:-
- b) Sh.Radha Kishan further sold the lease hold rights of the property to the following persons:-

Name of Purchaser	Property No. & Area	Date of Sale Deed/Remarks
a. Sh.Neeraj Kumar Aggarwal & Sh.Pankaj Kumar Aggarwal	III/6/1-H (shop) Area-(11'-6"x12'-3")	29.11.1995
b. Sh.Pankaj Kumar Aggarwal gifted his share of leasehold rights in favour of Sh. Sh.Neeraj Kumar Aggarwal)	III/6/1-H (shop)	18.08.2017 (gift deed)
a. Sh.Neeraj Kumar Aggarwal & Sh.Pankaj Kumar Aggarwal	III/6/1-I (shop G.Floor) Area- (10'-3"x12'-3") III/6/1-N&O	19.10.2000
b. Shri.Pankaj Kumar Aggarwal gifted his share of leasehold rights in favour of Sh. Sh.Neeraj Kumar Aggarwal)	(Ist & IInd Floor) Area- (31'- 10 1/2"x12'-3")	18.08.2017 (gift deed)
a)Sh.Rajesh Kumar Aggarwal s/o Sh.Ganga	III/6/1-B (shop G.floor) Area-(12'-6"x12'-6")	27.09.2006

Prasad Aggarwal		
b) Sh.Rajesh Kumar Aggarwal executed Gift Deed in favour of Sh.Pankaj Kumar Aggarwal vide Gift Deed dt 19.07.2017	III/6/1-B (shop G.floor) Area-(3'x12'-6")	19.07.2017 (gift deed)

The above purchasers have requested this office to transfer the lease hold rights in their favour and renewal of lease for the residual period of lease.

c) Sh.Ganga Prasad died on 21.02.2011 leaving behind the following 07 sons & 02 daughters:-

- | | | |
|-----------------------|---|---------------|
| i. Sh.Bal Kishan | - | Son (expired) |
| ii. Sh.Kailash Chand | - | Son |
| iii. Sh.Goving Prasad | - | Son |
| iv. Sh.Vijay Kumar | - | Son |
| v. Sh.Rajesh Kumar | - | Son |
| vi. Sh.Anil Kumar | - | Son |
| vii. Sh.Sanjay Kumar | - | Son |
| viii. Smt.Sarita Garg | - | Daughter |
| xi. Smt.Anita Gupta | - | Daughter |

Sh.Bal Kishan s/o Sh.Ganga Prasad expired on 24.12.2013 leaving behind following legal heirs:-

- | | |
|------|---|
| i. | Smt.Saroj Aggarwal w/o Late Sh.Bal Kishan |
| ii. | Sh.Neeraj Aggarwal s/o Late Sh.Bal Kishan |
| iii. | Sh.Pankaj Aggarwal s/o Late Sh.Bal Kishan |
| iv. | Smt.Nisha Gupta d/o Late Sh.Bal Kishan |

The above legal heirs of Late Sh.Ganga Prasad have submitted the relinquishment deed dated 18.08.2017 in favour of the following legal heirs and consequently the present claimants are :-

- | | |
|------|---|
| i. | Sh.Vijay Kumar s/o Late Sh.Ganga Prasad |
| ii. | Sh.Rajesh Kumar s/o Late Sh.Ganga Prasad |
| iii. | Sh.Anil Kumar s/o Late Sh.Ganga Prasad |
| iv. | Sh.Sanjay Kumar s/o Late Sh.Ganga Prasad |
| v. | Sh.Neeraj Aggarwal s/o Late Sh.Bal Kishan Aggarwal Gs/o Sh.Ganga Prasad |

The above legal heirs have requested to transfer/mutate the property in their favour.

d) Sh.Tek chand expired on 15.08.1988 and his son Sh.Surender Kumar Aggarwal vide his letter dated 01.01.1989 & even No. dated 12.01.2016 requested this office to transfer the property of his father's share measuring 21'-3"x12'-3", in his name. He has submitted the death certificate of his father Sh.Tek Chand & a photocopy of Will dated 26.04.1988 executed by Sh.Tek Chand in his favour. Sh.Surender Kumar Aggarwal vide this office letter dt 30.11.2015 was asked to publish public notice in Hindi & English National Dailies, thereby inviting objections to the proposed mutation in his favour. The public notice was published

in Indian Express (English) and Jan Satha (Hindi) on 30.12.2015. No objection was received within the stipulated period of 30 days and till date.

(ii) **Present status of portion pertaining to Sh.Shikhar Chand Jain & Sh. Sumer Chand Jain, bearing Property No.III/6/2 Shastri Bazar Delhi Cantt**

- a) The property No.III/6/2 measuring 1250 sq.ft is held in the name of Sh.Shikhar Chand Jain & Sh.Sumer Chand Jain jointly (625 sq.ft each). Sh.Shikhar Chand Jain expired on 15.08.2012 & Sh.Sumer Chand Jain expired on 06.06.2005.
- i) Sh.Shikhar chand Jain during his life time had executed a Will dated 16.07.2012 in favour of Smt.Vidyawati Jain (Wife), Sh.Om Prakash Jain (Son), Sh.Kailash Chand Jain (Son) and also stated that after the death of Smt.Vidyawati Jain her share would devolve upon his sons, namely, Sh.Om Prakash Jain, Sh.Kailash Chand Jain & Sh.Mahesh Chand Jain. Smt.Vidyawati Jain expired on 03.11.2014. As per Will dated 16.07.2012 of Sh.shikhar chand Jain, the area measuring 625 sq.ft is subdivided as under:-
- A. Shop area measuring 212.5 sq.ft in favour of three sons namely, Sh.Om Prakash Jain, Sh.Kailash Chand Jain & Sh.Mahesh Chand Jain.
- B. Residence area measuring 412.5 sq.ft in favour of Sh.Om Prakash Jain.

The above applicants were asked to publish the public notice in two National dailies (Hindi & English) inviting objections to the proposed mutation. The public notice was published on Jan Satha & Indian Express on 07.08.2016. No objection has been received in this regard.

- ii). The Legal heir of Sh.Sumer Chand Jain namely, Sh.Narender Kumar Jain, has applied for mutation and allotment of subsidiary Sy.No. for the area measuring 625 sq.ft in his favour. He has submitted a photocopy of relinquishment deed dated 06.02.2008, executed by other Legal heirs of Sh.Sumer Chand Jain, in favour of Sh.Narender Kumar Jain. Sh.Narender Kumar Jain was asked to published the public notice in two leading national dailies, thereby inviting objection to the proposed mutation in his favour. The public notice was published on Jan Satha & Indian Express on 07.08.2016. No objection was been received within the stipulated time and till date.

(iii) **Case of Sh.Ami Chand Jain & Sh.Om Prakash Jain, Property No.III/6/3 Shastri Bazar Delhi Cantt**

- i. The Recorded lessee Sh.Ami chand Jain has sold the lease hold rights of area measuring 212.50 sq.ft out of his share (i.e.625 sq.ft) to Sh.Ashok Kumar Gupta vide sale deed executed on 24.07.1989 and rectification deed dated 22.06.1994 to rectify area, as wrong area was mentioned in the sale deed. The other lessee, Sh.Om Prakash Jain, also sold the lease hold rights of area measuring 212.50 sq.ft out of his share (i.e.625 sq.ft) to Sh.Ashok Kumar Gupta vide sale deed executed on 02.08.1989 and remaining area 412.50 sq.ft (61'x34') to Smt.Lajwanti Devi Jain vide sale deed dt 02.08.1989, who further sold it to Sh.Ashok Kumar Gupta vide sale deed executed on 27.09.1990. Thus, the area purchased by Sh.Ashok Kumar Gupta is 837.50 sq.ft.

- ii. Sh.Ashok Kumar was asked to publish the public notice in two leading national dailies, inviting objections to the proposed mutation in his favour. The public notice was published on Jan Satha & The Indian Express on 22.12.2015. No objection was received. Sh.Ashok Kumar Gupta vide his application dated 22.12.2015 requested this office to mutate the property in his favour and allotment of subsidiary Sy.No. in respect of area purchased by him from Sh.Ami Chand Jain, Sh.Om Prakash Jain & Smt.Lajwanti Devi Jain i.e. 837.50 sq.ft.
- iii. As mentioned above (Para-i), Sh.Ami Chand Jain sold the lease hold rights of area measuring 212.50 sq.ft out of his share (i.e. 625 sq.ft) to Sh.Ashok Kumar Gupta. The remaining area i.e.412.50 sq.ft was transferred to Sh.Paras Nath Degambar Jain Mandir Sabha (Regd.), through its secretary namely Sh.Ashok Kumar Jain s/o Sh.Sh.Prahlad Rai Jain vide sale deed executed on 31.07.1989. Presently, this portion measuring 412.50 sq.ft is being used for the purpose of Jain Mandir. Thus the change of purpose is also involved in this portion. Now, Sh.Nitin Jain, General Secretary of Jain Mandir Sabha vide his letter dated 03.08.2016 has requested this office to transfer the lease hold rights in favour of Sh.Paras Nath Digambar Jain Mandir Sabha.

Above descriptions in tabular form is as under:-

Name of Lessee	Name of Purchaser	Property No. & area of Sale	Date of execution of Sale Deed
Ami Chand Jain	Ashok Kumar Gupta	212.50 sq.ft	24.07.1989 & rectification deed 22.06.1994
Om Prakash Jain	Ashok Kumar Gupta	212.50 sq.ft	02.08.1989
Om Prakash Jain	Lajwanti Devi Jain	412.50 sq.ft	02.08.1989
Lajwanti Devi	Ashok Kumar Jain	412.50 sq.ft	27.09.1990
Ami Chand Jain	Sh.Paras Nath Digambar Jain Mandir Sabha	412.50 sq.ft	31.07.1987

As such, the present status of holding of this portion is as under:-

1. Ashok Kumar Gupta 837.50 sq ft
2. Paras Nath Digambar Jain Mandir 412.50 sq ft

(iv) Case of Sh.Radha Kishan, Sh.Ganga Prasad & Sh.Tek Chand , Property No.III/6/4 Shastri Bazar Delhi Cantt

- i. As per partition deed dated 26.11.1974, executed by Sh.Radha Kishan, Sh.Ganga Prasad & Sh.Tek Chand, total area of 1250 sq.ft is sub-divided as under:-
- a. Share of .Radha Kishan - 45'-0"x12'-6" = 562.50sq.ft
 - b. Share of Sh.Ganga Prasad - 26'-0"x12'-6" = 325 sq.ft
 - c. Share of Sh.Tek Chand - 26'-0"x12'-6" = 325 sq.ft
 - d. Shaft/Passage - 3' x12'-6" = 37.50 sq.ft

- ii. Sh.Ashok Kumar Gupta s/o Sh.Radha Kishan vide his letter dated 31.12.2015 intimated this office that Sh.Radha Kishan Gupta had expired on 03.04.2012 and during his life time he had executed a Will dated 27.09.2006, thereby bequeathing his share of lease hold rights of property bearing No.III/6/4 & III/6/4A to his son Sh.Ashok Kumar Gupta. Sh.Ashok Kumar Gupta requested this office to mutate/transfer the lease hold rights of Shri Radha Kishan in his favour. He has submitted the copy of death certificate of Sh.Radha Kishan & copy of Will dated 27.09.2006 in support of his claim in the property.
- iii. Sh.Ganga Prasad died on 21.02.2011, leaving behind 07 sons & 02 daughters. One of his sons, namely, Sh.Bal Kishan has also expired on 24.12.2013. all the other legal heir of Sh.Ganga Prasad relinquished their share of lease hold rights in property No.III/6/4B & III/6/4D in favour of Sh.Govind Prasad s/o Sh.Ganga Prasad by executing relinquishment deed dated 18.05.2016. Shri Govind Prasad,vide his letter dated 10.06.2016 requested this office to mutate the property in his favour. He has submitted the copy of relinquishment deed dated 18.05.2016 & copy of death certificate of Sh.Ganga Prasad and Sh.Bal Kishan. Thereafter Sh.Govind Prasad gifted part of the property bearing property No.III/6/4B measuring 8'-0"x12'-0", to Sh.Sanjay Kumar s/o Sh.Ganga Prasad and submitted the copy of gift deed dated 03.06.2016. Sh.Govind Prasad & Sh.Sanjay Kumar jointly applied for the mutation/renewal of lease in their favour for area measuring 325 sq.ft.
- a. Sh.Tek Chand has also died on 15.08.1988 and as per Will dated 26.04.1988 executed by Sh.Tek Chand, his share in the property devolved upon his daughter-in-law, namely, Smt. Sunita Aggarwal. Smt. Sunita Aggarwal vide her letter dated 12.01.2016, has requested this office to mutate the property & transfer the lease hold rights in her favour. She has submitted the following documents supporting her claim.
1. Copy of death certificate of Sh.Tek Chand (recorded lessee).
 2. Copy of Will executed by Sh.Tek Chand in favour of Sunita Aggarwal.
 3. Site plan of the property.
 4. Copy of partition deed dated 26.11.1974.

(v) **Present status of portion pertaining to Smt.Kaushalya Mehra, bearing Property No.III/6/5,6&7 Shastri Bazar Delhi Cantt**

Smt.Kaushalya Mehra sold the lease hold rights of the property bearing No.III/6/5 & III/6/6, measuring 830.70 sq.ft (25'-0"x33'-3"), to Sh.M.M Gupta & Smt.Madhu Gupta and property No.III/6/7, measuring 1669.3 sq.ft, to Sh.Harcharan Singh Bawa, Sh.Gurmeet Singh Bawa & Smt.Swinder Kaur Bawa. Permission to sell the property held by Smt. Kaushalya Mehra was granted vide letter No.ULC/Delhi Cantt/Transfer of property/Sy.No.52/11/Gopinath Bazar dated 28.05.1985.

i) Further, Sh.M.M Gupta and Smt.Madhu Gupta, out of shop No.III/6/6, sold the lease hold rights of area as per details below:-

- | | | |
|--|---|---|
| 1. Sh.Anuj Jaiswal
s/o Sh.S.K Jaiswal
III/6/6 sale deed dt 20.10.1999 | - | 286 sq.ft (22'-0"x13'-0")
Shop (ground floor only) |
| 2. Sh.Anil Kumar & Sh.Dinesh Kumar
s/o Sh.Karam Chand
III/6/6 vide sale deed dt 30.10.1996 | - | 125 sq.ft (12'-6"x10'-0")
Shop (ground floor only) |

3. Area retained by Sh.M.M. Gupta - 419.70 sq.ft.
& Smt.Madhu Gupta

Sh.Anuj Jaiswal, Sh.Anil Kumar & Sh. Dinesh Kumar, Sh. M.M Gupta & Smt. Madhu Gupta and have requested this office for condonation of breach of condition 1(8) of lease deed and mutation/renewal of lease in their names and also to allot the subsidiary Sy.No for the sub divided portions as mentioned above. The applicants were asked to submit the other requisite documents such as public notice, indemnity bond/undertakings etc. Sh.Anuj Jaiswal, Sh. M.M Gupta & Smt. Madhu Gupta have submitted the required documents but Sh.Anil Kumar & Sh.Dinesh Kumar s/o Sh.Karam Chand did not submit the requisite documents to process their case further. This is being pursued.

ii) Sh.Harcharan Singh Bawa, Gurmeet Singh Bawa & Smt.Suwinder Kaur Bawa have requested for mutation and renewal of lease for the portion measuring 1669.30 sq.ft in their favour for further period of 30 years and allotment of subsidiary Sy.No. for the sub-divided portion. Presently, this portion measuring 1669.30 sq.ft is being used for the purpose of restaurant, bank (Vijaya Bank) thus the change of purpose is also involved in this portion.

Sh. M.M Gupta, Smt. Madhu Gupta and Sh. Anuj Jaiswal were asked to publish the public notice in two National dailies (English & Hindi) for inviting the objections against proposed mutation. In response to the advertisement published in the newspaper, no objection was received by this office till date.

In view of the undertaking furnished by the joint holders, unauthorized construction, if any, will be dealt with separately.

The Committee may consider mutation as follows subject to condonation of breach of condition 1(8) by the competent authority as mentioned above:

S.No.	Property No.	Name of Recorded Lessee	Area as per GLR	Name of Transferee		Proposed Subsidiary Sy.No. & Area
				Legal Heirs	Purchasers	
1.	III/6/1	Sh.Avtar Singh Puri	1250 Sq.ft		Sh.Ganga Prasad (expired) Sh.Radha Kishan (expired) Sh.Tek Chand (expired). The property to be jointly mutated in the favour of following:- a)Sh.Neeraj Kumar Aggarwal s/o Sh.Bal Kishan Aggarwal GS/o Sh.Ganga Prasad. b) Sh.Rajesh Kumar Aggarwal s/o Sh.Ganga Prasad	52/11/1 (1250 sq.ft)

					c) Sh.Vijay Kumar s/o Late Sh.Ganga Prasad, Sh.Rajesh Kumar s/o Late Sh.Ganga Prasad, Sh.Anil Kumar s/o Late Sh.Ganga Prasad, Sh.Sanjay Kumar s/o Late Sh.Ganga Prasad, Sh.Neeraj Aggarwal s/o Late Sh.Bal Kishan AggarwalGs/o Sh.Ganga Prasad d) Sh.Surender Kumar Aggarwal s/o Late Sh.Tek Chand	
2.	III/6/2	Sh.Shikhar Chand Jain Sh.Sumer chand Jain	1250 Sq.ft	a) Sh.Kailash Chand Jain, Sh.Om Prakash Jain & Sh.Mahesh Chand Jain s/o Sh.Shikhar Chand Jain b) Sh.Narender Kumar Jain s/o Late Sh.Sumer Chand Jain c) Sh.Om Prakash Jain	-	52/11/2 (212.5 sq.ft) 52/11/3 (625 sq.ft) 52/11/4 (412.5 sq.ft)
3.	III/6/3	Sh.Ami Chand Jain Sh.Om Prakash Jain	1250 Sq.ft		a.Sh.Ashok Kumar Gupta b. Sh.Paras Nath Digambar Jain Mandir Sabha	52/11/5 (837.5 Sq.ft) 52/11/6 (412.5 Sq.ft)
4.	III/6/4	Sh.Radha Kishan, Sh.Ganga Prasad & Sh.Tek Chand	1250 Sq.ft	a) Sh.Ashok Kumar Gupta s/o Sh.Radha Kishan b) Sh.Govind Prasad & Sh.Sanjay Gupta Ss/o Sh.Ganga Prasad c) Smt.Sunita Aggarwal D-in-law of Late Sh.Tek Chand		52/11/7 (562.50 sq.ft) 52/11/8 (325 sq.ft) 52/11/9 (325 sq.ft)
5.	III/6/5 III/6/6 III/6/6A III/6/7	Smt.Kaushalya Mehra	2500 Sq.ft		a) Dr.M M Gupta & Smt.Madhu Gupta, b) Sh.Anuj Jaiswal c) Sh.Anil Kumar &	52/11/10 419.70 sq.ft 52/11/10A 286.00 sq.ft 52/11/10B

					Sh.Dinesh Kumar (subject to the submission of requisite documents	125.00 sq.ft
					d) Sh.Harcharan Singh Bawa, Sh.Gurmeet Singh Bawa & Smt.Swinder Kaur Bawa	52/11/11 1669.30 sq.ft

Relevant file is placed on the table.

4. CONDONATION/MUTATION/RENEWAL OF LEASE IN RESPECT OF SY. NO. 49/72, SADAR BAZAR, DELHI CANTT.

1. The site comprising Sy. No. 49/72 measuring 1575 Sqft. at Sadar Bazar, Delhi Cantt was leased out to Sh. Jai Narain Gupta for a period of 30 years w.e.f 17.10.46 renewable at the option of lessee up to 90 year for residential quarters as per details below:-

Survey No.	49/72
Area	1575 Sqft.
Purpose	Residential Quarters
Classification	B-3
Management	Delhi Cantonment Board
Holder of occupancy right	Sh. Jai Narain Gupta
Lease Rent	Rs. 23/10/-
Mutation executed	Vide CBR No. 6, dated 17.10.1946
Date of expiry	17.10.1976

2. Sh. Jai Narain Gupta sold the lease hold rights of the property to Dr. Tarlok Nath Sabharwal and property was mutated in the name of Sh. Tarlok Nath Sabharwal vide CAC/CBR No. 4/14 dated 26.10.65/29.10.65. The GLR entries were made in favour of Dr. Tarlok Nath Sabharwal .

3. The first term of lease expired on 16.10.1976.The Dte. of DL & C vide their Letter No. 21/3398/Lands/LC dated 31.5.79 accorded sanction for renewal of lease for the second term w.e.f 18.10.76 in favour of Sh. Tarlok Nath Sabharwal. Sh. Tarlok Nath Sabharwal executed renewal lease deed in schedule IV of CLA rules 1937 on 31.10.94.

4. Dr. Tarlok Nath Sabharwal requested for permission to sell the lease hold rights of the property to Sh. Shivinder Singh Oberoi S/o Late Major Nirmal Singh Oberoi. The DEO Delhi Circle vide their letter No. ULC/DEL-C/ Sy. No. 49/72/Sadar Bazar/27-S/76 dated 1.3.1978 had granted permission to Sh. T.N. Sabharwal for the sale of the property to Sh. S.S. Oberoi under Section 27(2) of the Urban Land (Ceiling & Regulations) Act, 1976. The Sale Deed was executed between them on 6.12.94.

5. Accordingly the Board vide its resolution contained in CAC/CBR ½ dated 30.10.95/31.10.95 resolved to mutate property in favour of Sh. Shivinder Singh Oberoi and the GLR entries were made in the name of Sh. Shivinder Singh Oberoi. The last GLR entries are reproduced here under:

Survey No.	49/72
Area	1575 Sqft.
Purpose	Residential Quarters
Classification	B-3
Management	Delhi Cantonment Board
Holder of occupancy right	Sh. Shivinder Singh Oberoi S/o Late Nirmal Singh Oberoi
Lease Rent	Rs. 35.40/-
Mutation executed	Vide CBR No. 1/2 dated 30.10.1995/31.10.1995
Date of expiry of first term	16.10.2006

6. Sh. Shivinder Singh Oberoi has further sold the lease hold rights of the property bearing Sy. No. 49/72 to Sh. Satish Chand Aggarwal vide sale deed dated 19.5.2010. There was violation of lease condition 1(8) of the lease deed as intimation regarding sale/purchase transaction was not communicated to the competent authority within one calendar month from the date of sale. Sh. Satish Chand Aggarwal vide his application dated 26.3.2013 requested for mutation and renewal of lease in his favour. He has also applied for condonation of breach of lease condition 1(8) of the lease deed.

7. Sh. Satish Chand Aggarwal was asked to publish the Public Notice in two local National Dailies, thereby, inviting objections against proposed mutation. The Public Notice was published in The Hindu (English) & Rashtriya Sahara (Hindi) on 27.10.2015. No objection is received in this regard within the stipulated period of 30 days or till date. The following documents are submitted by the applicants for mutation in his favour.

1. Application dated 12.2.2018 & 26.3.2013 for condonation/mutation/renewal of lease in his favour.
2. Copy of sale deed dated 19.5.2010
3. Copy of Public Notice in The Hindu (English) & Rashtriya Sahara (Hindi) to call objections against mutation.
4. Indemnity Bond/Undertaking.
5. Site plan of the property.

8. In view of the undertaking furnished by the applicant Sh. Satish Chand Aggarwal, unauthorized construction, encroachment, if any, will be dealt with separately.

9. The committee may consider the mutation of the property bearing Sy. No. 49/72 measuring 1575 Sq.ft. and renewal of IIIrd and final term of lease w.e.f. 17.10.2006 to 16.10.2036 in favour of Sh. Satish Chand Aggarwal after obtaining the sanction for condonation of breach of lease condition 1(8) of lease deed from the competent authority.

Relevant file is placed on the table.
