

RESTRICTED

For official use only

IAP 2501
(First Edition 2011)



INDIAN AIR FORCE

MANUAL OF AF WORKS, LAND & QUARTERING

VOLUME – II
(Total three volumes)

THE INFORMATION GIVEN IN THIS DOCUMENT IS NOT TO BE
PUBLISHED OR COMMUNICATED EITHER DIRECTLY OR INDIRECTLY
TO THE PRESS OR TO ANY PERSON NOT AUTHORISED TO RECEIVE IT.

**DIRECTORATE OF AIR FORCE WORKS
AIR HEADQUARTERS (VB) NEW DELHI-110106**

RESTRICTED

RESTRICTED

INDEX (VOL-II)

Chapter	Subject	Page	
		From	To
VII	Land	1	179
VIII	Miscellaneous	180	299
IX	Cutting and disposal of Grass, Usufructs etc	300	323

RESTRICTED

CHAPTER VII-LAND

APPENDICES

APPENDIX	DETAILS	REFERENCE TO PARA No.
A	Organisation Chart of DGDE	2
B	Duties and responsibilities of DEO	2
C	Organisation chart of functionaries dealing with land matters in the IAF	5
D	Duties and Responsibilities of AOC/Station Commander	7
E	Duties of C Adm O with respect to Management of Defence land	7
F	Format of Certificates to be submitted by AOC/Station Commander and DEO regarding inspection of land and Encroachments.	20 & 21

ANNEXURE

ANNEXURE	DETAILS	REFERENCE TO PARA No.
I	Gol MoD letter No 11011/1/92/D (Lands) dt 04 Feb 92 & MoD letter No 11011/1/2010/D (Lands) dated 08 Mar 10- Policy regarding processing and finalisation of land acquisition cases.	34
II	The National Rehabilitation and Resettlement Policy, 2007 and check list	47
III	MoD ID No 12238/Def Secy/97 dt 10 Sep 97, Gol MoD letter No PC(2) to MF 125/25/ADM/L&C/888-C/D (GS-II) dt 24 May 76, MoD letter No. 3(4)/85/1900-B/D(GS-II)/85 dt 15 July 1985, Gol, MoD No.3 (4)/85-2334-B/D (GS-II) dt 23 Sept. 1986, MoD letter No. 3(4)/8 5/590-B/D(GS- II) 28 March, 1988 Policy regarding transfer of Defence land and Buildings for setting up Kendriya Vidyalayas	49
IV	Gol MoD letter No 740/1/L/L&C/70/376/D D(1) dt 04 May 73 - Delegation of power to grant licences to registered education institutions for use of defence lands and playgrounds on nominal fee.	50
V	Gol, MoD letter No. 724/6/L/L&C/83-Vol-IV dated 20 Nov 89-Advertisement Hoarding on Defence land	53
VI	Gol MoD letter 11011/2/77/D (Land) dt 12 Oct 77 – and Corrigendum dated 3 rd Jun 2008 and amendments thereof - Procedure for requisitioning	60 & 61

RESTRICTED

	and hiring of immovable properties	
VII	Gol MoD letter 11021/1/760 (Lands) dt 29 Sep 77 - Procedure of disposal of permanently surplus military lands	62
VIII	Gol MoD letter PC-9/LA/RS/Addl DGDE/5928/D (Lands) dt 08 Dec 92 - Guidelines for conduct of land audit	63
IX	Gol MoD letter PC II 75701/Q3 (B)/412/D Lands dt 21 Jan 77 - Delegated Powers for allotment of land for construction of regimental religious buildings	64
X	Gol MoD letter No 11026/1/US/D (Lands)/1995 dt 01 Apr 05 - Planting and Maintenance of trees on the lands in the active occupation of the Defence Services	65
XI	Gol MoD letter No 11013/6/1999 (Lands) dt 21 Jan 03, 20 Feb 06 and 27 Nov 08 - Use of Defence Land for Public Meeting Organised By Political Parties, For Religious/Social Functions and Other Purposes	68(a)
XII	Gol MoD letter No 11026/1/2005/D (Lands) dated 12 Sep 08 -Provision of Defence Land to Communication Operators to Construct Shared Communication Towers and other Infrastructure to Extend Communication Network to Military Stations / Cantonments	69
XIII	Memorandum of Understanding (MoU) and Standard Operating Procedure (SOP) for lease of defence land to communication operators	70
XIV	Gol MoD letter No A/55780/AG/PS3(a)/325-S/D (Q&C) dated 28 Jul 76 - Credit to Regimental Funds of Rebate from Contractor	72
XV	MoD ID No 10(25)/2001/D (Q&C) dated 13 Jun 06 - Management of Shopping Complexes on Defence Land Created by Services from the Non Public Funds – Defence Shopping Complexes (Maintenance and Administration) Rules, 2006	72
XVI	MoD letter No. No. B/68628/Q3(B-i)/2450/D(Q&C) dated 27 th May, 1988, amended MoD letter No. D/68628/Q5(B-i)/3503/D(Q&C)/98 dated 09 Nov 1998, Clarification issued vide Office of CDA WC Chandigarh vide letter No. Q&D/35/Insp/Civ dated 18 Jan 1995	73
XVII	Air HQ/ S. 17726/4/ATS (BM XVI) dated 12 Dec 05	77
XVIII	The Gazette of India dated 03 Mar 07 (S.R.O.12 dt 14 Feb 07) and 23 Jan 10 (S.R.O. 04 dt 13 Jan 10)	79

RESTRICTED

RESTRICTED

XIX	Standard Terms Of Reference For BOO For Imposition Of Restriction Around Airfields/Installations	80
------------	--	----

INTRODUCTION

1. This chapter deals with land and contains information on the following aspects:-

- (a) Organisation
- (b) Duties and Responsibilities with respect to Land Management
- (c) Control, Custody, Classification & Management of Military Lands
- (d) Land Norms
- (e) Processing and Finalisation of Land Acquisition Cases.
- (f) Procedures To Ascertain The Quantum Of Land To Be Acquired As Per Land Norms.
- (g) Lease Of Surplus Defence Land And Delegation Of Powers For Transfer Of Land And Buildings For Setting Up Of Kendriya Vidyalayas
- (h) Grant of Licenses to Registered Educational Institution for use of defence lands as playgrounds on Nominal Fee
- (h) Provn of Boundary Pillars and Wall in Juxtaposition of Acquisition of Land
- (j) Licencing of defence land for setting up of advertisement hoardings
- (k) Attachment of AF Property and Public Funds in Execution Proceedings Relating to Land Acquisition Cases
- (l) Hiring, De-hiring, Requisitioning, De-requisitioning and Acquisition of Immovable Property.
- (m) Procedure of disposal of permanently surplus military lands
- (n) Guidelines for conduct of land audit
- (o) Delegated Financial Powers for allotment of Land for construction of "Regimental Religious Buildings"

RESTRICTED

4

- (p) Planting and Maintenance of Trees on the Lands in the Active Occupation of the Defence Services
- (q) Violation of Wildlife Protection Act 1972 and Prevention of Cruelty to Animals Act 1960.
- (r) Use of Defence Land for Public Meeting Organised by Political Parties for Religious/Social Functions and other Purposes
- (s) Provision of defence land to Communication Operators to construct Shared Communication Towers
- (t) Management of “Regimental Shops” and Shopping Complexes on defence land created from Non Public Funds
- (u) Restriction on Construction Around Airfield / Stations / Installations

ORGANISATION

2. Director General of Defence Estate under Ministry of Defence is responsible for maintaining all land records of all type of Defence land, issue policy guidelines for Management of Defence land, render advise to Defence authorities on land matters, handle all cases of land acquisition with State revenue authorities and payment of hiring charges and collection of lease amount in respect of all cases of lease of defence land. Office of DGDE is located at Delhi Cantt, in New Delhi. DGDE is assisted by Addl DGDEs based at HQ of DGDE. Regional Principal Directors Defence Estates (PDDE) are co-located with the HQ of each of the Operational Command of Army. Thus there are six PDsDE located at Jammu, Chandigarh, Lucknow, Pune, Kolkata and Jaipur. Defence Estate Officers (DEO) are located at each major Army base who is responsible for all land matters pertaining to Army, Navy and Air Force bases within his area of responsibility. Wherever the area of responsibility is large, Asst DEOs have been established. Organisation Chart of DGDE is given in **Appendix ‘A’**. Duties and responsibilities of DEO are placed at **Appendix ‘B’**.

3. In Air Force, ACAS (AF Works) is responsible to AOA through DG Adm (W&C) for all matters pertaining to land. Dir W (P & C) under PDAFW is responsible for issue of all policy matters pertaining to land and co-ordinate amongst Directors/Jt Directors dealing with Commands on land matters. Each Director/Jt Director is responsible to maintain up-to-date land records in respect of all the Stations in his area of responsibility.

4. At command HQ, Command Works Officer is responsible for maintenance of land records in respect of all stations under him and processing all new cases of acquisition of land, hiring of buildings beyond powers of local stations and ensuring that all cases of encroachments are handled expeditiously.

RESTRICTED

RESTRICTED

5

5. Organisation chart of functionaries dealing with land matters in the IAF is placed at **Appendix 'C'**.

DUTIES AND RESPONSIBILITIES

6. At Air Force Stations, the C Adm O is in charge of all activities associated with land and quartering. Wherever Station Works Officer/Sqn Cdr Works is available, he is to be made responsible for day to day administration of land and quartering.

7. The AOC/Station Commander is the custodian and is responsible for the safety, utilisation and accounting of defence land entrusted at his disposal as the Estate Manager. He is to exercise the powers vested with the **Estate Officer** under the Public Premises (Eviction of Unauthorised Occupants) Act 1971 to ensure proper utilisation of Air Force land. Duties and responsibilities of AOC/Station commander as Estate Officer are given in **Appendix 'D'**. He is responsible for laying down detailed orders for C Adm O. Broad guidelines and some of the important aspects of duties of C Adm O with respect to management of Defence Land are given in **Appendix 'E'**. These may be amended /expanded depending upon local conditions at every station with the aim to lay down the duties and responsibilities in an unambiguous manner.

8. All duties connected with land are to be carried out by C Adm O personally or under his direct supervision only and should not be delegated to junior officers at the station.

CONTROL, CUSTODY, CLASSIFICATION & MANAGEMENT OF MILITARY LAND

9. The land held by Ministry of Defence consists of following types :-

- (a) Land owned by Govt of India and in occupation of MoD.
- (b) Land requisitioned or hired by Govt of India for use of MoD.

10. The land owned by the Govt could be situated inside the Cantonment or outside. The authorities responsible for control custody and management of such lands are either MoD or the Service concerned for whose use the land is held. Based on the location of land and its usage the land is classified under following categories:-

- (a) Land inside Cantonment

RESTRICTED

RESTRICTED

6

- (b) Land outside Cantonment
- (c) Requisitioned and hired land

(Authy : GoI MoD letter No PC to MF 15014/3/88/D (Lands) dt 16 Mar 89)

Cantonment/Military Stations

11. To understand the classification of defence land it is important that we understand the difference between a Cantonment and a Military Station. There are 62 cantonments in the country which are governed by the Cantonment Act 2006. The Cantonment Act 2006 is not applicable to a military station.

- (a) **Cantonments.** As per the Cantonment Act 2006, a cantonment can be defined as "*place/ places alongwith boundaries declared by central govt. by notification in the official Gazette to be a Cantt as per Sec 3(1) of The Cantonments Act, 2006*". Central Govt. is empowered to constitute a Board i.e. Cantt Board in accordance with the provisions of the Cantonments Act 2006.
- (b) **Military Station.** Military Stations are the Units / Stations of the Armed Force services other than the Cantonments. There is no Cantt Board for management of Military Stations and management is under the respective Military Authority.

Land inside Cantonment.

12. **Classification.** As per the Cantonment Land Administration Rules 1937 and The Cantonments Act 2006, the defence land is classified as follows:-

- (a) **Class A 1 land.** It is the land actually in active occupation of any of the services of Armed Forces. The management of this land is under Military Authority.
- (b) **Class A 2 Land.** It is the land which for specific military reasons must be kept vacant and must not be built upon. This land is not actually used or occupied by the Military Authority but kept for the use or occupation of any other purpose. Management of this land is with DEO.
- (c) **Class B 1 Land.** It is the land in occupation by any Ministry of Central Govt other than Min of Defence. Management of this land is with department in occupation of the land.
- (d) **Class B 2 Land.** It is the land under the control of State Govt. Management of this land is with state Govt using this land.
- (e) **Class B 3 Land.** It is the land held by private persons under old grant terms, leases, etc. under which Central Govt reserves or has

RESTRICTED

RESTRICTED

reserved to themselves the proprietary rights in the soil. Management of this land is with DEO.

(f) **Class B 4 Land.** It is the vacant land which is not in any other class mentioned above. Management of this land is with DEO.

(g) **Class C Land.** It is the land vested with the Cantonment Board for municipal or other public purposes. Management of this land is with Cantt Board.

13. **Control.** Under the rule 14 of Cantonment Land Administration Rule 1937, the administrative control of Class A1 land is vested with the military authority that is in occupation of the land for the time being. The Station Commander of the military base is the Estate Officer in respect of A1 land. The administrative control of class A2, B3 and B4 land is vested with the Min of Defence, which exercises the control directly or through DEO or indirectly through local Cantonment Board under whose management of land in civil areas may be placed. Administrative control of Class C land is vested with Cantonment Board. The administrative control of B-1 land is vested with the Central Ministry under whose control the said land is being used. The state Govt exercises the administrative control over class B-2 land.

14. **Management**

(a) The management of Class A1 land, except such area or classes or areas as may from time to time be declared by the central Govt to be under the immediate management of military authority themselves, shall be entrusted to the Military Estate Officer. Thus the Air Force Station Commander is responsible as Military Estate Officer for the management of A1 land under his area of responsibilities.

(b) Management of A2 class land vests with the same estate officer under whose control the said land has been entrusted upon.

(c) Management of Class B1 land vests with the Ministry in occupation of land.

(d) Management of Class B2 land vests with the State Government.

(e) Management of all Class B3 land and Class B4 land outside civil areas is ordinarily entrusted to the DEO.

(f) Management of Class B3 and B-4 land in the civil areas is ordinarily entrusted to the Cantonment Boards.

(g) Management of Class C land vests with the Cantonment Board.

15. **Definition, Detection and Removal of Encroachments**

(a) **Definition of Encroachment:** - To seize, appropriate; to intrude unrightfully on someone else's rights or territory; advance gradually beyond due limits or unlawful entering (gradually and without permission) upon the land, property, other possessions, or the rights of another. For example, a building extending beyond the legal boundaries on to neighboring private or public land, or beyond the building-line of a road or street.

(b) **Meaning of Encroachment From the Govt Prospective.** Any unauthorised occupation of government land is an encroachment. An unauthorised occupation can be:-

- (i) Permanent/temporary or
- (ii) Pucca/kutcha structure or
- (iii) Immovable/movable structure.

(C) **Responsibility for Detection and Removal.** Responsibilities of various authorities with respect to detection and removal of encroachments, are given below (Authy : Gol MoD Letter No. PC TO MF 15014/3/88/D(Lands) Dated 16 March 1989)

(i) **Responsibility of Station Authorities.** Responsibility for removal of encroachments on Class A1 land lies with the Military Unit in occupation of the land. Even where Class A1 land has been entrusted to Defence Estate Officer for management, responsibility of DEO is limited to bringing to the notice of Military authorities concerned the encroachments he may detect. Therefore AOC/Station Commander of the Air Force Station for which the land is held will be responsible for detection and prevention of any attempts to encroach on the land. The DEO is not responsible for removal of encroachments on such lands until the station authorities have failed to remove or regularise the encroachment and encroachment has to be removed by filing a suit. If it becomes necessary to file a suit for the removal of encroachments on Class A1 land, action will be taken by the DEO at the request of the Military authorities.

(ii) **Responsibility of DEO.** The DEO is responsible for detection and removal of encroachments on Class A2 and B4 lands.

(iii) **Responsibility of Cantonment Board.** Each Cantonment Board is responsible for detection and removal of encroachments on B4 land within civil area placed under its management and on Class C land vested in it.

Other Measures

16. In addition to the measures indicated earlier in these instructions, the following additional steps should be taken to prevent encroachments from taking place on Defence lands:-

- (a) In developing land, preference should be given to isolated plots or patches.
- (b) Construction should be taken up along with the periphery of lands.
- (c) Fencing should be liberally provided to the lands which adjoin the civil areas or at places where it is obvious temptation to encroachers. Fencing should coincide with the boundary of the holding.
- (d) If any land is surplus to the requirements of the user unit, the same should be placed under the charge of the DEO, under proper acknowledgements so that the DEO can take steps to lease the land for agricultural purposes. However considering the fact that land is at premium and going to scarce in future it had been generally decided by MoD that no land is to be declared surplus without prior written approval of Govt.
- (e) All contracts entered into by MES should contain a clause that final payment will not be made till temporary labour camps or jhuggies or other structures put up by its labourers are removed.

Inspection & Certificate Regarding Encroachments

17. AOC/Station Commanders of the Air force Stations are to carry out inspections of holdings of the land and verification of boundary pillars. If pillars are damaged or missing, they will be responsible for bringing the fact to the notice of GE (AF) who will carry out necessary repairs out of works budget.

18. AOC/Station Commanders is required to submit an annual certificate to the HQ Command by the 1st July, that boundaries of all the holdings which are under their control and/or management have been inspected and verified and that no encroachments have been allowed to take place or if any encroachment has been found to have taken place, adequate action has been taken for its removal.

19. **Class A1 and A2 Lands.** The DEO maintains plans and schedules of lands comprising Class A1 and Class A2 land for each Cantonment. He is required to submit certificate to Central Govt regarding correctness of the plans and schedules together with a report regarding any unauthorised structure on the land or encroachments on the same.

RESTRICTED

10

20. Format of the annual certificates to be submitted by AOC/Station Commander and DEO are given in **Appendix F1 & Appendix F2 respectively**.

(Authy: GoI MoD Letter No PC TO MF 15014/3/88/D(Lands) Dt 16 Mar 89).

21. Similar certificate will be rendered by the Cantonment Executive Officer in respect of B 4 and class C land under his management. The format of certificate is given in **Appendix F1**.

Land Outside Cantonment

22. **Custody.** Land outside Cantonment is not classified but is analogous to Class A1. The management of such land remains with the Head of the Department or the Service concerned for whom the land is held. Military land outside Cantonment can, with the approval of Govt, be placed by the Head of the Department under the management of the DEO for specific purposes.

23. **Control & Management.**

(a) **Land under the control of QMG.**

- (i) Land used for military purposes of a general nature.
- (ii) Camping Grounds.
- (iii) Land held by Army Remount Department.
- (iv) Land held by Military Farm.

(b) **Land under control of E-in-C.** Quarries, brick kilns, catchment areas of water supply, etc.

(c) **Land under the control of Naval HQs.** All lands occupied by the Indian Navy.

(d) **Land under the control of Air Force.** All lands occupied by the Indian Air Force.

(e) **Land under the control of DGOF.** All Lands appertaining to Ordnance Factories.

RESTRICTED

RESTRICTED

11

(f) **Land under the control of CCR & D.** Land appertaining to R&D Establishment.

24. **Requisitioned and Hired Lands.** The custodial responsibility for - requisitioned/hired lands rests with the station authorities in occupation or when the land is vacant with Military Engineer Services till the property is declared surplus and handed over to the owner. It is, therefore, essential that the local station authorities/MES should exercise strict vigilance and take proper preventive measures to avoid encroachments on such lands. Encroachments which, however, do take place should be removed. If recourse to legal proceedings becomes necessary, action will be taken by the DEO.

25. Requisitioned/hired lands are also liable to be inspected at regular intervals just like defence land situated outside Cantonments and annual certificates furnished in respect thereof in the same manner as in the case of Defence owned lands, by the station authorities in occupation of the land.

LAND NORMS

26. Prior to 1991, the calculations of land requirement for the Key Location Plan (KLP) purposes of a cantonment are based on the Handbook of Cantonment Planning 1947. The land norm was revised vide Min of Defence letter No 12026/41/84/ D (Lands) dated 19 Feb 1991 for the following reasons:-

- (a) The norms were based on conditions existing in the forties and were considered inappropriate with changing economic scenario.
- (b) The Cabinet Secretariat, the Administrative Reforms Commission and the Ministry of Urban Development have been urging the Ministry of Defence to re-examine land acquisition proposals for Defence purposes, bearing in mind the mounting pressure on land and other changes in the Socio-economic environment.
- (c) Stiff resistance was experienced in efforts to acquire fresh land.
- (d) The forest/Environment Department also object to the requisition of forest land.
- (e) The known existence of un-utilised/underutilised land in many Military Stations and old Cantonments.

27. As a result, a cut of 33% was imposed in 1972 on all land requirements for new stations as an ad-hoc interim measure pending examination of the whole issue. Since then, the issue of calculation of land requirements for Defence purposes had been under active examination in Army HQs and the Ministry.

28. In Apr 1985, a Committee was set up under the Chairmanship of Joint Secretary (P&W), with representatives from Army HQ, Defence (Finance) and

RESTRICTED

RESTRICTED

12

DGDE to examine, inter alia, the scales and norms prescribed in the Handbook of Cantonment Planning 1947 for KLP and other land requirements and to make recommendations for revision of the same. The Committee submitted its report in April 1986. After considering the recommendation of the said committee, the following revised scales of land for Divisional size formations have been approved by the Government:-

	Purpose	Norms of land requirement in acres
(a)	KLP Units including Md Accn and Stores	2498.00
(b)	Other requirements	
	(i) Md Accn for Defence Civilians	20.00
	(ii) Separated Family	40.00
	(iii) Storage of first line and Trg Amn	150.00
	(iv) MES Installations	123.75
	(v) MES Key Personnel	28.00
	(vi) Civic Town Centre	61.00
	(vii) Open Spaces & Play Fields	398.00
	(viii) Central Amenities	184.13
	(ix) Arterial roads	398.00
(c)	Total of (a) and (b)	3900.88
(d)	Extra requirements for (i) Kendriya Vidyalaya, and/or (ii) Sewage disposal, and/or (iii) Unbuildability factor Note: Each of these special requirements under (d) will have to be justified separately in each case.	100.00
(e)	Grand Total	4000.88

29. Item-wise, the revised norms will be as follows:-

(a)	KLP requirements	122.10 acres/1000 Military population
(b)	<u>Other requirements</u>	
	(i) Md Accn for Defence Civilians	2 acres/100 Defence Civilians
	(ii) Separated family	0.20 acres/1000 Military population
	(iii) Storage of first line and Trg. Amn	7.33 acres/1000 Military population 3.09% of total space.
	(iv) MES installations	0.34 acres/1000 total population
	(v) MES Key personnel	0.75 acres/1000 total population

RESTRICTED

RESTRICTED

13

	(vi) Civic town	4.86 acres/1000 total population
	(vii) Open spaces and play fields	9.00 acres/1000 Mil Population
	(viii) (aa) Central Amenities	9.95% of total space.
	(ab) Arterial Roads	
(c)	Extra requirements for Kendriya Vidyalaya, Sewage disposal or unbuildability factor, in case such requirement is justified	2.5% of total space

30. The land required for special purposes, over and above what has been indicated in Para 28 & 29 above will have to be taken up separately and examined on the merits of each case.

31. The revised norms of land requirement as explained above will amount to a cut of 41.8% on the norms laid down in the 1947 Handbook as against the ad hoc cut of 33% imposed since 1972. These revised norms will apply in the case of assessment of land requirement for a new station as well as in assessing the total land requirement of an existing station whenever additional land is required for such an existing station. However, these revised norms will not be applied in case of land acquired for an existing station prior to 1972.

32. The item-wise norms laid down in Para 28 & 29 above may be adopted for calculating the land requirements for a new station without any further references to the 1947 Handbook norms. In case of assessing additional requirements of land for an existing station, the calculation sheet attached as annexure to Gol, MoD letter No 12026/ 41/84/D (Lands) dated 19 Feb 1991 may be adopted. It will be seen from the proformae with the annexure of this letter that 41.8% cut from the 1947 Handbook norms is being applied on the deficiency of KLP requirement remaining in an existing station after excluding the land acquired prior to 1972.

33. The land required/requisitioned for a specific purpose should be made use only for that purpose. In cases where the requisitioned land is no longer required for Defence use, the same should be derequisitioned without any delay. For this purpose, in each Station, the Station Commander and the representative of the Director General, Defence Estates should go into each such case and arrive at a decision within 90 days of the date from which any piece of acquired/requisitioned land is no longer required. The Director General Defence Estates shall submit a monthly report, by the 10th of every month, to the Ministry of Defence giving full details of all such cases.

PROCESSING AND FINALISATION OF NEW LAND ACQUISITION CASES

RESTRICTED

RESTRICTED

14

34. The policy guidelines regarding processing of all new cases for acquisition of land cases are given in Government of India Ministry of Defence letter No 11011/1/92/D (Lands) dt the 04 Feb 1992 and Gol, MoD letter No 11011/1/2010/D (Lands) dated 08 Mar 2010, and reproduced at **Annexure I**. Since land has become a very premium and scarce commodity, it is important that all cases of fresh acquisition are initiated after very careful thought and considerations. The cost of land is being revised upwards from time to time in respect of cases of acquisition of land, the administrative sanctions for which had issued several years earlier. The time taken to complete the process of acquisition of land and the escalation in the financial effect are considerable in almost every case.

35. Various factors which contribute to such time and cost-over-runs have been examined. Elaborate guidelines and measures have been framed in Govt letter to streamline the processing of land acquisition cases. The measures to be adopted at each important stage of processing and finalization by the User Organisations/Service HQ/DGDE/Ministry of Defence, including the Financial Division are brought out in the letter.

36. Processing of land acquisition proposals by the Services/Services HQ involve the following stages:-

- (a) To ascertain the requirement of land.
- (b) To obtain acceptance of necessity from the MoD and
- (c) To convene the Board of Officers for preparation of the proposal'

37. The detailed guidelines with regard to the above stages have been given by the MoD from time to time. The relevant instructions are as under:-

- (a) Acquisition, Custody, Relinquishment etc of Military Lands in India (A.C.R Rules) 1944.
- (b) MoD letter No. 14018/1/84/D(Lands) dt 10 Sep 84.
- (d) MoD letter No. 11011/1/92/D(Lands) dt 04 Feb 92.
- (d) MoD letter No. 12026/41/84/D (Lands) dt 19 Feb 91.
- (e) MoD letter No. 12026/41/84/206/US/D (Lands) dt 08 Feb 96.
- (f) Gol, MoD letter No 11011/1/2010/D (Lands) dated 08 Mar 2010.

RESTRICTED

PROCEDURES TO ASCERTAIN THE QUANTUM OF LAND TO BE ACQUIRED AS PER LAND NORMS

38. The guidelines for ascertaining the requirement of land for the services have been laid down by the MoD under the subject "Revision of land norms". Gol MoD letter No 12026/41/84/ D (Lands) dated 19 Feb 91 prescribes the latest land norms under which the scales for calculating the requirements for divisional size formations has been laid down. The details as well as the method of calculation are available in the Compendium of Important Instructions on Land Matters published by the Ministry of Defence in December 1993. As per this calculation, 41.8 percent cut has to be imposed on the norms laid down in the 1947 handbook. However, since the detailed method of calculating has been prescribed in the 19 Feb 91 letter, no further reference to 1947 handbook is required.

39. In this context, it is required to be noted that as per these guidelines the land acquired prior to 1972 do not come under the purview of this cut of 41.8 Percent. It implies that while calculating the land requirements of an existing military station the land which is acquired prior to 1972 is to be deducted from the available land and the balance land is to be taken for calculating the availability/deficiency. It has further been clarified vide MoD letter dated 08 Feb 96 that for this calculation "***land acquired and constructed upon prior to 1972***" is to be excluded while doing this calculation. In other words, the land which was acquired prior to 1972 ***but not constructed upon are not to be excluded***.

40. With regard to land required for special purposes, over and above the scales laid down for KLP units, it is stated in 19 Feb 91 letter that these are to be taken up separately and examined on the merits of each case. It is further clarified in Para 3.1(ii) of Gol MoD letter No 11011/1/92/D (Lands) dated 04 Feb 92 that whenever requirement of land for specific technical purposes such as special storage/repair facilities/installation of equipments/specialized training etc. is projected, the purpose, nature, size and location of land requirement should be assessed carefully and the complete basis of the projected land requirement clearly explained. **Practically all acquisitions for technical and Operational use in IAF will fall under this clause.**

41. Apart from the land norms, certain other factors are required to be examined for ascertaining the land requirement. These have been laid down vide Gol MoD letter No 14018/1/84/D (Lands) dated 10 Sep 84. Broadly these are as under:-

- (a) To restrict the acquisition of good agricultural land.
- (b) To carefully explore the possibility of utilizing the existing defence owned land before projecting proposal for acquisition of additional area.
- (c) To ensure that land already available with them is fully utilised.

RESTRICTED

16

42. MoD letter dated 04 Feb 92 further states that as far as possible, additional land requirements should be made out of the existing available/surplus Defence land holdings at various stations, including that in the custody of the sister services /Departments at the required location and even through suitable relocation of the proposed units/projects. If the location factors are inflexible, and the land costs are high, the land requirement should be assessed on the most stringent basis, notwithstanding the fact that a larger holding may be justified with reference to the prescribed scales.

Acceptance of Necessity(AON) from the Raksha Mantri

43. After the land requirement has been ascertained by the station authorities as per the procedures described above, it is required to be forwarded by them for examination by Air HQ through concerned HQ command. Thereafter, Air HQ is required to obtain the acceptance of necessity of the project from the Govt. as per instruction laid down in Gol MoD letter No 11011/1/92/D (Lands) dated 04 Feb 92. It has been clarified vide Gol, MoD letter No 11011/1/2010/D (Lands) dated 08 Mar 2010 that all the service HQs and other user Services under the Ministry of Defence shall first obtain the approval of the Raksha Mantri through their respective Administrative wings of the MoD before cases for land acquisition are sent for processing in accordance with Gol/MoD as per Gol, MoD letter dated 4th Feb 92 referred above. A strict compliance is to be ensured and **Board of Officers shall not be convened before the necessity of the project has received the approval of the Raksha Mantri.**

The Board of Officers and Preparation of the Proposal

44. On receipt of the acceptance of necessity, a Board of Officers is appointed for preparing the detailed scheme of acquisition. In a Board for land acquisition, the following members, among others are required to be incorporated:-

- (a) Representative of the District Collector.
- (b) Representative of the Forest Department where Forest land is involved.
- (c) Representative of the DEO.
- (d) Representative of the MES.

45. The functions of the Board of Officers and the procedures required to be followed by it for preparation of the acquisition proposals have been laid down in Gol MoD letter dated 04 Feb 92. The same are as under:-

RESTRICTED

RESTRICTED

17

- (a) Quantum of land required and its location/identity as well as nature of ownership (agriculture / residential / industrial or private/state) are fully verified and have a reasonable degree of finality.
- (b) Whenever requirement of land for specific technical purposes such as special storage/repair facilities/installation of equipments/specialized training, etc. is projected, the purpose, nature, size and location of land requirement should be assessed carefully.
- (c) The latest applicable land norms should be strictly adhered to, while drawing up proposals. In case the norms for a particular purpose are not prescribed, the basis of determination of the quantum of land and the choice of location should be clearly brought out in the Board Proceedings. In such cases the basis of the yardsticks adopted for assessing the projected land requirement must be clearly explained in the proposal.
- (d) Site plan and revenue survey particulars should be attached.
- (e) The Board Proceedings should contain the type and extent of the assets / structures standing on the land proposed to be acquired (buildings, tube wells, trees, etc.) for which compensation has to be paid. The BPs should contain item- wise, the cost of land and the assets thereon and also the basis for estimating the cost and the date(s) to which the estimated cost pertains.

46. In addition the following documents should also be included in an acquisition proposal:-

- (a) Certificate of the willingness of the state Govt. (NOC) alongwith period of validity of such certificate.
- (b) Where it is proposed to invoke urgency clause, under Section 17 of the Land Acquisition Act, the specific reasons justifying the same shall be explained in detail that the time of seeking the administrative sanction indicating the time schedule of the construction programme on the land to be acquired.

National Rehabilitation and Resettlement Policy 2007

47. Further, consequent upon the issue of National Rehabilitation and Resettlement Policy 2007, assessment of the approximate cost of rehabilitation of the displaced families as well as ascertaining certain other data relevant to the application of the policy has also become the responsibility of the Board. In this context, a Check List has been prepared. A copy of **National Rehabilitation and Resettlement Policy 2007** and the check list is placed as **Annexure II**. The same is required to be filled in after obtaining the necessary details.

RESTRICTED

RESTRICTED

18

48. On completion of the Board proceedings, the same is required to be submitted by the station to their controlling Command HQ. The proposal is required to be examined in detail by the Command HQ in consultation with the Principal Director Defence Estates of the relevant command. The proposal is thereafter submitted by the Command HQ to Air HQ, which in turn examines the proposals and submits the same with its recommendations to the MoD.

**LEASE OF SURPLUS DEFENCE LAND AND DELEGATION OF POWERS FOR
TRANSFER OF LAND AND BUILDINGS FOR SETTING UP OF
KENDRIYA VIDYALAYAS**

49. Policies letters regarding transfer of land and buildings for setting up of Kendriya Vidyalayas on defence land are reproduced at **Annexure III**. The salient points are mentioned below:

(a) All cases for lease of defence land to Kendriya Vidyalaya Sangathan for construction of Kendriya Vidyalayas require prior cabinet approval as per directive issued vide Prime Minister's Office letter U.O. No. 855/39/C/4/97-Pol dt 29 Aug 97 conveyed vide MoD ID No 12238/Def Secy/97 dt 10 Sep 97. However procedures to be followed for transfer of defence land to KVS are laid down in Gol MoD letter No PC(2) to MF No 125/25/ADM/L&C/888-C/D(GS-II) dt 24 May 76 and No. 3(4)/85/1900-B/D(GS-II)/85 dt 15th July 1985.

(b) Powers for issuing orders for transfer, on lease basis, of MES buildings where regimental schools are housed to KVS after they are brought under the KVS Scheme, till permanent buildings are constructed by KVS have been delegated to GOC-in-C/ FOC-in-C/ AOC-in-C Command Headquarters vide Gol MoD letter No.3 (4)/85-2334-B/D (GS-II) dated 23rd Sept. 1986. No rent will be recovered for such buildings. Nominal rent will, however, be charged from KVS in case Defence Buildings are situated on land not belonging to the Ministry of Defence. Such orders will be issued in consultation with Director, DE Command and MES at the Station concerned.

(c) Powers for issuing orders for disposal of assets standing on defence owned land considered suitable for being leased out to KVS in pursuance of the Ministry's letter No. 3(4)/85/1900-B/D(GS-II) dt. 15 July 85 have been delegated to GOC-in-C/ FOC-in-C/ AOC-in-C Command Headquarters vide Gol MoD letter No. 3(4)/8 5/590-B/D(GS- II) dated 28th March, 1988.

(d) Powers for issuing orders to sanction reclassification of land transferred for setting up Kendriya Vidyalayas within the Cantonments from

RESTRICTED

RESTRICTED

19

existing classification to class B-3 and consequential amendments of the GLR and GLR Plan have been delegated to GOC-in-C/ FOC-in-C/ AOC-in-C Command Headquarters vide GoI MoD letter No 18/33/L/L&C(67{2048{D(Lands) dated 23 Mar. 1987. After issue of the requisite sanction by the GOC-in-C/ FOC-in-C/ AOC-in-C of the Command HQ as above necessary entries in the GLR/GLR Plan etc. would be made by the Defence Estates Officer.

**GRANT OF LICENCES TO REGISTERED EDUCATION INSTITUTIONS FOR
USE OF DEFENCE LANDS AS PLAYGROUNDS ON NOMINAL FEE**

50. DGDE has been delegated powers vide GoI MoD letter No 740/1/L/L&C/70/376/D D(1) dt 04 May 73, reproduced as **Annexure IV** to grant licenses to registered educational institutions for use of Defence land as playgrounds on payment of nominal fees, subject to the following conditions:-

- (a) Prior confirmation of the Services HQ concerned that the land is not required for Defence purposes will be obtained by the DGDE. If there is disagreement on this point between the Services HQ and the DGDE, orders of the Ministry will be obtained.
- (b) The period of license will not exceed five years at a time.
- (c) Terms and conditions of the license will be in accordance with the policy laid down by the Government from time to time. The licenses should be liable to be rescinded at any time by giving one month's notice.
- (d) However in view of the directive issued vide Prime Minister's Office letter U.O. No. 855/39/C/4/97-Pol dt 29 Aug 97 conveyed vide MoD ID No 12238/Def Secy/97 dt 10 Sep 97 all such proposals would also require prior cabinet approval.

**PROVN OF BOUNDARY PILLARS AND WALL IN
JUXTAPOSITION OF ACQUISITION OF LAND**

51. It has been experienced that due to a considerable time gap between acquisition of land and actual commencement of work services for its utilisation, the demarcation of boundaries of the land for identification purposes by DEOs, is lost track of. The situation is further compounded by non-availability of boundary pillars or the same being damaged /stolen after installation. Non-availability of contour or grid references is another factor which compounds the problem. All

RESTRICTED

RESTRICTED

20

this makes it practically impossible to clearly identify and define the boundaries of defence land. Thus this matter merits attention.

52. To overcome this problem and to meet the requirement of annual verification of land, the units invariably request the DEOs for fresh demarcation of land. It may be the responsibility of DEOs to ensure that defence land remains demarcated and identified but due to vast jurisdiction and limited staff, it is not feasible for the DEOs to undertake such infructuous activities, every year. More so, when the DEO is totally dependant on the State revenue departments for accomplishment of such tasks. Therefore following measures are to be instituted to safeguard the defence land:-

- (a) In all the future cases of land acquisition, the cost of RCC boundary pillars (Reasonably strong and firmly grouted) is to be included in the Board of Officer for acquisition of the land. The number of Boundary pillars and its cost is to be worked out jointly in consultation with the DEO and GE (AF).
- (b) In all existing cases where land is not clearly demarcated, one time demarcation is to be carried out only after obtaining sanction for work services for installing RCC boundary pillars. The work may be sanctioned as Minor or Revenue Major Work depending upon the cost of the work.
- (c) Wherever it is not feasible to protect the land after acquisition and demarcation, the case for boundary wall is to be initiated simultaneously. The cost of wall either may be included in the BOO for acquisition of land separately or projected through normal works procedures.

LICENSING OF DEFENCE LAND FOR SETTING UP OF ADVERTISEMENT HOARDINGS

53. Policy guidelines for licensing of defence land for setting up of advertisement hoardings are laid down in Gol, MoD letter No. 724/6/L/L&C/83-Vol-IV dated 20 Nov 89, reproduced as **Annexure V**.

54. The salient features of the MoD policy are:-

- (a) According to the revised policy the location, number, nature, size and type of hoardings will be decided by a Committee comprising:-
 - (i) **At Defence Land Located in Metros**
 - (aa) DEO
 - (ab) Rep of Stn Cdr
 - (ac) Rep of Police Commissioner
 - (ad) Rep of Municipal Corporation

RESTRICTED

RESTRICTED

21

(ii) **Defence Land Outside Cantonment and Under Active Control of Defence Units**

- (aa) Stn Cdr
- (ab) DEO

(iii) **Lands Under Control of DEO** - DEO

- (b) **Licensing** shall be done **Only** by DEO with NOC from Stn Cdr.
- (c) **Period of License** – 2 years
- (d) **Procedure**
 - (i) Public auction.
 - (ii) If public auction is not economic, by tender action.

55. As per the provision of this policy, Air Force authorities will have no role once site/location, size, and type of hoarding have been decided and the ***NOC given by Station Commander***. Rest all actions will rest with DEO.

56. There is no doubt that there is tremendous potential to make commercial gains by way of auctioning of sites for commercial hoardings, but such method of earning is not in keeping with the traditions of the Armed Forces. Therefore, as a matter of policy use of Air Force land **for setting up commercial advertisement hoardings is to be discouraged**.

ATTACHMENT OF AF PROPERTY AND PUBLIC FUNDS IN EXECUTION PROCEEDINGS RELATING TO LAND ACQUISITION CASES

57. It has been experienced that the property and 'Public Funds' belonging to AF Stns have been attached by the orders of the Civil Courts due to failure of pay compensation to the land-owners for the acquisition of their lands by the Govt. This was done even when the Air Force was not a party to the 'Execution' proceedings, since the Air Force was in possession of the land under dispute. It is emphasized that pro-active approach needs to be taken by concerned Stns/Units even though the AF Stations may or may not be impleaded as a defendant in the original suits. In certain cases the information does not reach the Stations. C Adm Os/ S Adm Os of Stns/Units are to liaise with concerned DEOs and ascertain whether any such cases are pending in the Civil Courts in respect of the land belonging to them.

RESTRICTED

RESTRICTED

22

58. If Air Force has been impleaded as a party to the suit, all efforts must be made to assist the DEO in defending such cases. If a Civil Court decrees the suit by awarding compensation to the land-owners, the same must be informed to concerned Command HQ and constant liaison be maintained with DEO for hastening the process of payment for such compensation. If 'Execution' proceedings are filed, the concerned AF Stns must be on guard to prevent attachment of AF property or Public Funds by pleading that the decreed amount be paid by the office of Defence Estate and not the Air Force. Even, if the Air Force is not a party to such suits, the representative of the concerned Stn/Unit should attend all hearings and maintain regular liaison with DEO to know the progress of such cases.

59. In case, the Civil Court intends to attach a Public Fund meant for disbursing salary to the AF Personnel, the Court may be apprised about the provisions of Sec 28 of the Air Force Act, 1950, which, inter-alia, provides that the pay and allowances of a person subject to AF Act 1950, or any part thereof, shall not be attached by direction of any civil or any revenue officer, in satisfaction of any decree or order enforceable against him. Though the said legal provision prima-facie confers a service privilege on AF Personnel in an individual capacity, it is considered that a Public Fund, which is meant and created exclusively for the disbursement of salaries to the AF Personnel, also falls within its broad purview. If any Public Fund is attached by an order of a Civil Court, a separate Public Fund, exclusively for the disbursement of salary to AF personnel, may be opened after following the prescribed procedure.

HIRING, DE-HIRING, REQUISITIONING, DE-REQUISITIONING AND ACQUISITION OF IMMOVABLE PROPERTY

60. As an overriding principle, no immovable properties be hired or requisitioned unless its possession is considered of vital importance to meet Defence requirement. Policy regarding requisition and hiring of immovable properties is laid down in Gol, MoD letter No. 11011/2/77/D (Lands) dated 12 Oct 77. The same is reproduced as **Annexure VI**. Financial powers relating to requisitioning and hiring of lands in the State of Jammu & Kashmir is given in corrigendum issued vide Gol MoD letters No. 11012/2/2002/D (Lands) dated 3rd Jun 2008 which is also reproduced as **Annexure VI**. Salient features of the policy are given below:

- (a) **Hiring** As far as possible, all lands and buildings, which it is found necessary to obtain for the Defence purposes, will be hired by private negotiations with the owners. Before any land or building is taken on hire for military purposes, the necessity for such action must be accepted by the competent administrative authority as defined in paragraph below.

RESTRICTED

RESTRICTED

23

(b) **Requisitioning** Requisitioning of properties required only in connection with the operations or other similar emergent needs which cannot be postponed and for which obtaining of Government sanction may delay matters to such an extent as to defeat the object in view may be sanctioned by the administrative authorities mentioned below. In the remaining cases where requisition of immovable property is desired to be resorted to prior approval of the Govt. should be obtained.

(i)	General Officer Commanding-in-Chief/ Equivalent Naval Commander/AOC-in-C	₹ 50000/-per property
(ii)	Commander of a Corps, Division/Area, indep Sub Area of Indep Bde Gp/equivalent Naval/ Air Force Commander	₹ 25000/-per property
(iii)	Commander of a Bde, Bde Area or sub-Area /equivalent Naval/Air Force	₹ 5,090/- per property

Note: These powers will be calculated as follows:-

(aa) In Case of hiring: Initial amount of non-recurring compensation, if any, plus one

(ab) In Case of requisitioning: year's rental/recurring compensation.

(ac) The term "per property" means immovable property, i.e., lands/buildings hired or requisitioned at a point of time for the same purpose irrespective of the fact whether the property/properties is/are owned by one or more persons.

Hiring of Accommodation For Service Married Officers, Separated Family, Office and Messes

61. It has been clarified vide No 10/4/HRG/Policy/DE dated 03 May 91, reproduced as **Annexure VI**, that accommodation required for **Service officers, separated Family, Office and Messes** can be hired under the MES Regulations and Para 4 of "Quarter & Rents" and the Station Commanders are competent to issue Financial sanctions also, as no financial restrictions have been imposed on the Station Commanders for hiring of accommodation for the purposes specified in these rules. Para (9) of Govt letter dated 12 Oct 77 authorising hiring of accommodation for Service officers, separated family accommodation under the Quartering Regulations is independent of Para (6) & (7) of the letter *ibid*.

PROCEDURE OF DISPOSAL OF PERMANENTLY SURPLUS MILITARY LANDS

RESTRICTED

RESTRICTED

24

62. Policy regarding disposal of permanently surplus military lands is laid down in GoI, MoD letter No. No. 11021/1/76/D (Lands) dated 29 Sep 77. The same is reproduced as **Annexure VII**. However as a matter of policy, it has been directed by MoD that **no defence land is to be declared surplus without prior approval of MoD**.

GUIDELINES FOR CONDUCT OF LAND AUDIT

63. Policy regarding guidelines for conduct of land audit is laid down in GoI MoD letter No PC-9/LA/RS/Addl DG/DE/5928/D (Lands) dated 08 Dec 92. The same is reproduced as **Annexure VIII**.

ALLOTMENT OF LAND FOR CONSTRUCTION OF REGIMENTAL RELIGIOUS BUILDINGS – DELEGATION OF POWERS

64. Construction of regimental religious buildings at Air Force Stations is authorised in terms of Para 3.35 .of Scales of Accommodation 2009. Powers for allotment of land for construction of regimental religious buildings in respect of Air Force Stations have been are given delegated to AOA, vide GoI, MoD letter No PC II MF No. 75701/Q3(B)/ 412/D(Lands) dated 21 Jan 77. The same is reproduced as **Annexure IX**.

PLANTING AND MAINTENANCE OF TREES ON THE LANDS IN THE ACTIVE OCCUPATION OF THE DEFENCE SERVICES

65. Policy regarding Planting and Maintenance of trees on the lands in the active occupation of the Defence Services is laid down in GoI, MoD letter No. 11026/1/US/D(Lands)/1995 dt 01 Apr 05. The same is reproduced as **Annexure X**. The responsibility for planting and maintenance of trees on Class A-I Defence lands in Cantonments and on other Military lands outside Cantonments will be with occupying units or formations subject to the following terms and conditions:-

- (a) That the entire expenditure on the supply, planting and maintenance of trees (including the provision of trees, guards, manure, implements and labour etc) shall be met from the Regimental Funds of the units in occupation of A-1 Defence land.
- (b) Units/Formations which undertake the plantation of trees will maintain a record of such trees and have them suitably marked. The list of such trees will be sent by the concerned units/formations to DEOs concerned.

RESTRICTED

RESTRICTED

25

(c) As and when the usufructs of temporary nature of such trees like fruits etc are to be sold, a Board of Officers will be ordered by the Station Commander to undertake sale of such usufructs. Representatives of LAO and DEO concerned will be members of the Board. The Board will also calculate the yearly proceeds by way of sale of usufructs, based on the record maintained by the unit.

(d) Since fruits are perishable, it is necessary to sell/dispose them at the right time. No delays will be possible. Therefore, after giving due notice to all members of the Board of Officers, the Board will convene on the date with the stipulated quorum which will invariably include the LAO.

(e) The report of Board of Officers will be countersigned by the Station Commander. Thereafter, 25% (twenty five percent) of the proceeds accruing/generated from the disposal of usufructs of temporary nature will be deposited by the concerned unit into the Consolidated Fund of India through MRO and the remaining 75% of the proceeds from usufructs will be deposited in the Regimental Funds. The expenditure which is incurred while planting and maintenance of trees will be offset from the amount received as 75% from the sale of usufructs.

(f) The Station Commander will be personally responsible to ensure/monitor timely depositing of the amount in the Consolidated Fund of India.

(g) The trees grown on the lands, as indicated above, shall remain the property of the Government and will be disposed of, when dried or otherwise required to be felled, by the Defence Estates Officer to the best advantage of the State as at present.

**VIOLATION OF WILDLIFE PROTECTION ACT 1972 AND
PREVENTION OF CRUELTY TO ANIMALS ACT 1960**

66. While we in the Air Force remain preoccupied with our professional role, at times, loose sight of the laws of the land. There is a need to appreciate that all civil laws are equally applicable to all Air Force personnel. It is the responsibility of the Administration at Stations/Units to ensure that these laws are not violated. Comprehensive advisory on the subject has been issued vide Air HQ letter No. Air HQ/36072/2/W(P&C) dated 08 Jun 05.

67. With the growing awareness of citizens and media looking for opportunity to sensationalise news/events, any incidence of violation of any statutory law invites adverse publicity, besides holding individuals responsible for the lapse. All AOsC/Station Commanders are to educate station personnel through mass briefings, working parades and welfare meetings on the importance to preserve wild life and must ensure the followings:-

RESTRICTED

RESTRICTED

26

(a) Animals and wildlife are not to be kept in captivity under any circumstances. Hunting of protected animals is also prohibited. It is a cognizable offence. In case, it is considered necessary to cage/capture wildlife in the interest of flight safety or other reasons, assistance of District Forest Officials is to be sought. In the event of such animals being held captive at AF Stns, they have to be handed over to the officials of Forest Dept in accordance with law. In the interim, the animals need to be properly cared for/looked after.

(b) IAF personnel are to be advised not to be involved in acts of violation of statutory provisions of Wildlife Protection Act 1972 and provisions of prevention of Cruelty to Animals Act 1960. All personnel keeping pets be also advised to abide by the relevant rules.

(c) As per the provisions of Wildlife Protection Act, no agency is authorised to maintain a zoo without due recognition and permission of designated authority. Hence, maintenance and operation of a zoo is not to be undertaken at any AF Stn including in private capacity. All Stations maintaining a zoo to consolidate data and forward it to Command HQ (with details of permission obtained from Chief Wildlife Warden). Where permission is not taken, immediate action to disband the zoo is to be taken.

(d) In case any Station desires to keep animals/birds as part of an environmental park, such parks may consist of only domestic animals or such species, which do not fall under the protected category as per schedules of the Act. Proper care is to be taken of fauna kept in captivity even though they might not fall under protected category.

(e) It is illegal to kill homeless animals. After 1962 it has become illegal for even municipalities to kill stray dogs. High courts of Delhi, Rajasthan, Gujarat, Mumbai & several other states have specifically forbidden the killing of stray dogs. A sensible sterilization and vaccination programme be followed through municipalities/local animal welfare organisations. These provisions need to be strictly adhered to.

USE OF DEFENCE LAND FOR PUBLIC MEETING ORGANISED BY POLITICAL PARTIES FOR RELIGIOUS/SOCIAL FUNCTIONS AND OTHER PURPOSES

68. As a rule, the Defence land classified as A-1 or analogous to A-1 shall not be allotted for any of the purposes indicated in Ministry of Defence letter dated 11.6.2002, even temporarily, except in very exceptional circumstances. In the exceptional circumstances if any A-1 Defence land or land analogous to A-1 is to be allotted, the prior approval of Ministry of Defence should be obtained. However the has since been partially modified as mentioned below:

RESTRICTED

RESTRICTED

27

(a) Policy regarding use of Defence Land for public meeting organized by political parties, for religious / social functions and other purposes is laid down in GoI, MoD letter No. 11013/6/1999(Lands) dated 21 Jan 03, amended vide letters of even reference dated 20 Feb 06 and 27 Nov 08. The same are reproduced as **Annexure XI**.

(b) If an even-Public meeting organized by a political party, or the land has been used for religious/social function or any other purpose- has been continuously organized on A-1 Defence land or land analogous to A-1 by the State Govt or any religious/social organization etc and permission for holding of such event was being given by the Local Military Authorities would be competent to grant permission for use of such A-1 Defence land or land analogous to A-1, under their administrative control, for holding of such traditional/same functions.

(c) The procedure for processing of such request and the terms and conditions of licensing of land would be the same indicated in Ministry of Defence letter dated 11.6.2002.

(d) If the request for use of A-1 Defence land or land analogous to A-1 is received for the first time/afresh, such cases may continue to be referred to the Ministry for Ministry's approval, as per Ministry of Defence letter dated 11.6.2002.

(e) However if the exceptional circumstances so warrant, the permission for holding of public meetings organized by political parties, for religious/social functions and other purposes, on A-1 Defence land or land analogous to A-1, may be granted by the concerned Local Military Authorities for the land under their administrative control. The procedure for processing of such requests and the terms and conditions of licencing of land would be the same as indicated in Ministry of Defence letters No. 11013/6/99/D(Lands) dated 11.6.2002 and dated 20.2.2006.

PROVISION OF DEFENCE LAND TO COMMUNICATION OPERATORS TO CONSTRUCT SHARED COMMUNICATION TOWERS AND OTHER INFRASTRUCTURE TO EXTEND COMMUNICATION NETWORK TO MILITARY STATIONS / CANTONMENTS

69. Allotment of Defence Land on leasehold basis to Public Sector and Independent Infrastructure Providers (IP-I) who have been granted licence by the Department of Telecommunications (DoT) to build, operate and maintain various services such as Unified Access Services & Cellular Mobile Services etc., may be considered for the purpose of laying Optical Fibre Cables and set up / construct shared communication towers on Defence Land as per the terms and conditions

RESTRICTED

RESTRICTED

28

laid down in GoI MoD letter No 11026/1/2005/D (Lands) dt 12 Sep 08 placed at **Annexure XII**. These terms and conditions are also applicable for BSNL/other State Govt Communication Enterprises. The authority to lease the land to all communication operators would be with AOsC-in-C of commands as delegated vide Para 1 (vi) of the said Govt letter. For AF stations directly under Air HQ, authority to lease the land would rest with AOA.

70. As per Para 4 of the GoI letter dated 12 Sep 08, a Memorandum of Understanding (MoU) between Station and Service Providing Agency is required to be signed before defence land is allotted for construction of shared communication towers and other infrastructure. A template MoU between Station & Service Providing Agency, Standard Operating Procedure (SOP) for action by various agencies on receipt of application / request and Terms of reference for the BOO for lease allotment of Defence land for construction of shared communication towers and other infrastructure to extend communication network to AF Stn are placed as **Annexure XIII**. On receipt of request following action is to be taken by the station:

- (a) Order a BOO as per specimen TOR.
- (b) Completed BOO, including the assessment of licence fee and allied charges along with draft MoU to be forwarded to C Wks O.
- (C) C Wks O will obtain comments/recommendations of CSO(Air) on the BOO and thereafter approval of AOC-in-C for lease of land.

71. The above provision is applicable even in cases where only OFC is to be laid through defence land without any towers being set up. (Authy: GoI MoD letter No 11026/1/2005/D (Lands) dt 16 Nov 09).

MANAGEMENT OF REGIMENTAL SHOPS & SHOPPING COMPLEXES ON DEFENCE LAND

72. Management of regimental shops and shopping complexes on Defence land are governed by Govt of India MoD letter No A/55780/AG/PS3(a)/325-S/D (Q&C) dt 28 Jul 76 and Defence Shopping Complexes (Maintenance and Administration) Rules 2006 issued by MoD ID No 10(25)/2001/D (Q&C) dt 13 Jun 06, reproduced at **Annexure XIV and Annexure XV** respectively. Salient points and provisions of Shopping complexes and regimental shops are given below:

- (a) Regimental shops are ***authorised as per Chapter 3.42, 8.4.3.2 and 3.47 of Scale of Accn 2009***. These regimental shops are run purely for the purpose of welfare of personnel.

RESTRICTED

RESTRICTED

29

(b) These Regimental shops do not fall within the purview of shopping complexes as outlined in GOI/MoD letter No. 11026/5/2000/D(Lands) dated 04 Jan 01 or Defence Shopping Complexes (Maintenance and Administration) Rules 2006 issued by MoD ID No 10(25)/2001/D (Q&C) dt 13 Jun 06. Thus, ***Regimental shops are not the commercial complexes.*** This issue has been clarified in Air HQ letters no. Air HQ/37525/8/Def Land/COM/W(P&C) dated 09 Apr 03, 17 Jul 03 and 12 May 05.

(c) Terms and conditions and Maximum Period of contracts in respect of Regimental shop is to be governed as per the guidelines contained in Air HQ letter No. Air HQ/23483/323/PS dated 12 Sep 77 amended and re issued from time to time subsequently both on accounts and org channels.

(d) Procedure to enter into contract for Regimental shops have been given in various policy letters issued by Air HQ Draft Model Agreement of Regimental/Unit Shops/Side shops is also issued by Air HQ.

(e) Para 3.42.2 of Scale of Accn 2009 lays down the maximum area of shops depending upon the trade.

(f) The business undertaken by the trades or type of shops admissible/authorised in Para 3.42, 3.47 and to some extent in Para 8.43.3 of Scales of Accommodation 2009 are ***Barber, Dhobi, vegetables, fruit, Halwai, General store, meat, fish, dry cleaner, chemist, druggist, cycle, dry cleaner, fuel including gas, furniture, grocery, hardware, meat, poultry, milk dairy, bakery, Photographer, restaurant, radio and electrical repairs, shoes, tailor*** and any other trade and commodities. Thus practically all types of shops are admissible to meet daily needs of Air Force Personnel.

Fixation of Licence Fee for Regimental Shops and Govt Accommodation allotted to Private Parties.

73. It has been clarified vide Govt of India MoD letter No A/55780/AG/PS3(a)/325-S/D (Q&C) dt 28 Jul 76(**Annexure XIV**) that the amounts (Rebate) received from contractors / shopkeepers / vendors in consideration for running business in Government premises will continue to be credited to the regimental funds. The rent for Government lands and buildings will continue to be recovered from them and credited to the Public Funds as per existing orders. Licence fee is to be fixed by station BOO with representatives of MES/CPWD and AAO. Policies and procedure regarding fixing & charging of licence fee in respect of regimental shops and govt accommodation allotted to private parties is contained in following letters:

(a) Gol MoD letter No. Air HQ/20865/17/ORG/AF/3331/D(A.II) dated 15 May 57 & Gol MoD letter No. 59645/Q3(W)(Policy)44/D(Works) dt 11 Jan

RESTRICTED

RESTRICTED

30

60 FAMF (D) No. 547/Ex dated 16 Jan 60 as amended and mentioned in Chapter 9 of rent and Quartering relevant extract reproduced as **Annexure XVI**

(b) Gol, MoD letter No. No. B/68628/Q3(B-i)/2450/D(Q&C) dated 27th May, 1988, amended MoD letter No. D/68628/Q5(B-i)/3503/D(Q&C)/98 dated 09 Nov 1998 reproduced as **Annexure XVI**.

(c) Clarification issued vide Office of CDA WC Chandigarh vide letter No. Q&D/35/Insp/Civ dated 18 Jan 1995 reproduced as **Annexure XVI**.

(d) As per Gol, MoD letter No. 68628/Q3/CB-1/2450/D(Q&C) dated 27 May 88, the regimental / unit shops are authorized for floor area upto the scale of 120 Sq ft per shop. Licence fee upto this authorized floor area of 120 Sq ft ₹ 1.50 pm (amended as ₹ 10/-pm).

(e) Further as per Gol MoD letter 59645/Q3W(Policy)/44/D (Works) dated 11 Jan 1960. In case it is not administratively feasible to restrict the floor area of the existing area proposed to be utilized as regimental shop or now in use as such, to 120 sq ft, such additional accommodation upto 150 sq ft can be allowed at the discretion of AOC/CO units.

(f) The institutes which are being run by Unit themselves, no rent will be charged as per para 3(A) in chapter 9 of Rent and quartering manual.

(g) As per para 8(c) of Gol MoD letter No.B/68628/Q3(B-i)/2450/D(Q&C) dated 27 May 88, "Special Licence Fee is required to be charged in respect of accommodation allotted to the contractors of regimental shops over and above the authorized scale of regimental shops. Thus the area over and above 120 or 150 Sq ft allotted for the regimental shops as is to be charged with the special license fee. The formula for calculating the special license fee as mentioned in para 7 of Gol letter B/68628/Q3(B-i)/2450/D(Q&C) dated 27 May 88 has been clarified/ elaborated in letter of office of CDA (WC) Chandigarh vide their letter Q&D/35/Insp/Civ dated 18 Jan 95. As per the clarification Special License Fee for the excess area is to be charged as per following formula:

(i) **Accommodation Allotted to Govt Employees**

(aa) Standard Accommodation - ₹ 1.71/- Sq/Mtr

(ab) Sub Standard Accommodation – ₹ 1/- Sq/Mtr

(ii) **Accommodation Allotted to Private Parties**

(aa) For Standard Accommodation – ₹ 3.42 (@ double the license fee for standard license fee i.e. ₹ 1.71/-)

RESTRICTED

RESTRICTED

31

(ab) For Sub Standard Accommodation – ₹ 2/-(@ double the license fee for sub standard fee i.e. ₹ 1/-)

(h) In addition to the standard license fee as mentioned above para 7 of Gol letter dated 27 May 88 also refers to “***plus single departmental charges, plus double the additional license fee for additions and alterations if any***”.

IMPOSITION OF RESTRICTION ON CONSTRUCTION AROUND AIRFIELD / STATIONS / INSTALLATIONS

74. To address the needs of flight safety and security, there is a requirement of imposing restriction on construction around the Air Force Stations. Imposition of restriction on construction can be enforced by invoking the provisions prescribed under Section 9A of Aircraft Act 1934 and Section 3 & 7 of Works of Defence Act, 1903.

Flight Safety

75. The Aircraft Act 1934 addresses all flight safety requirements. Provisions of the Act are applicable to all aerodromes (both civil and military) covered in the Gazette Notification issued by MOCA vide SO 988 dated 05 Jan 98 and covers the flight strip, areas of approach and transitional surfaces broadly and encompasses the following:-

- (a) Approach funnel.
- (b) Glide path.
- (c) Radar facilities, eg. - SRE, VOR, ARSR, ILS etc.
- (d) Navigation aids.
- (e) Aircraft maneuvering areas.

Note: Location of AD radars not located at aerodromes have not been covered in the Gazette Notification.

76. Depending on the proximity of the operational facilities to the airstrip, the Act provides for prescribing either a total ban on any type of construction or levying of restriction with regard to permissible height for structures or buildings allowed to come up in the near vicinity of an aerodrome. Provisions of Section 9A of Aircraft Act 1934 are effectively enforced consequent to promulgation of a notification by MoCA vide SO 988 dated 05 Jan 98.

Issue of No Objection Certificate

RESTRICTED

RESTRICTED

32

77. Procedure for issue of NOC for construction attracting restrictions imposed by Aircraft Act will be governed in accordance with the procedure laid down in Air HQ/ S. 17726/4/ATS (BM XVI) dated 12 Dec 05, reproduced as **Annexure XVII**. This has been further elaborated in Air Staff Instructions Part III/ATS/2/2006 issued vide Air HQ/S 17711/ATS (BM-XV) dated 14 Aug 06.

Procedure Of Enforcing Restriction On Construction

78. Imposition of restriction on construction around 900 meters from the outer parapet of the Air Force aerodromes/installations can be enforced by invoking the provisions prescribed under Section 9A of Aircraft Act 1934 and Section 3 & 7 of Works of Defence Act, 1903. However, IAF has reviewed this provision to the minimum considering the role and sensitivity of the Air Force Station/Installation which would also address the security and explosive safety needs. Accordingly, Govt has issued SRO 12 dated 14 Feb 07 and published in the Gazette of India dated 03 Mar 07 for imposing restriction on construction around Air Force Stations under following three categories:-

- (a) AF Stns where only 100 meters restrictions are to be imposed.
- (b) AF Stns where restrictions upto 900 meters are to be imposed.
- (c) AF Stns where restrictions of 100 meters and 900 meters are to be imposed with a provision that restrictions of 900 meters is only with reference to weapon storage areas.

79. Validity of SRO 12 dated 14 Feb 07 for imposing restriction on construction around various AF Stns, published in the Gazette of India dated 03 Mar 07 had expired in Sep 2008. Section 9 of the Works of Defence Act 1903 requires that the concerned District Collectors must issue a public notice where AF Stns are located within 18 months from the publication of the above Gazette. Since the notifications in respect of considerable number of Air Force stations was yet to be issued, Air Force again took up the case with MoD to extend the validity of SRO 12 dated 14 Feb 07 by issuing a fresh notification. Govt accepted the proposal of Air Force and issued fresh notification vide SRO 4 dated 13 Jan 10 and published in the Gazette of India dated 23 Jan 10. Gazette of India dated 03 Mar 07 and 23 Jan 10 (SRO 12 dt 14 Feb 07 and SRO 04 dt 13 Jan 10 respectively are placed at **Annexure XVIII**.

80. Following action is required to be initiated by the stations where public notification by District Collector has not been issued:

- (a) Forward a copy of this Gazette Notification to the concerned District Collectors.
- (b) The BsOO if completed or in progress are to be revised with provisions of the new SRO. BOO is to be prepared as per the Terms of Reference attached as **Annexure XIX** for better appreciation by the

RESTRICTED

RESTRICTED

33

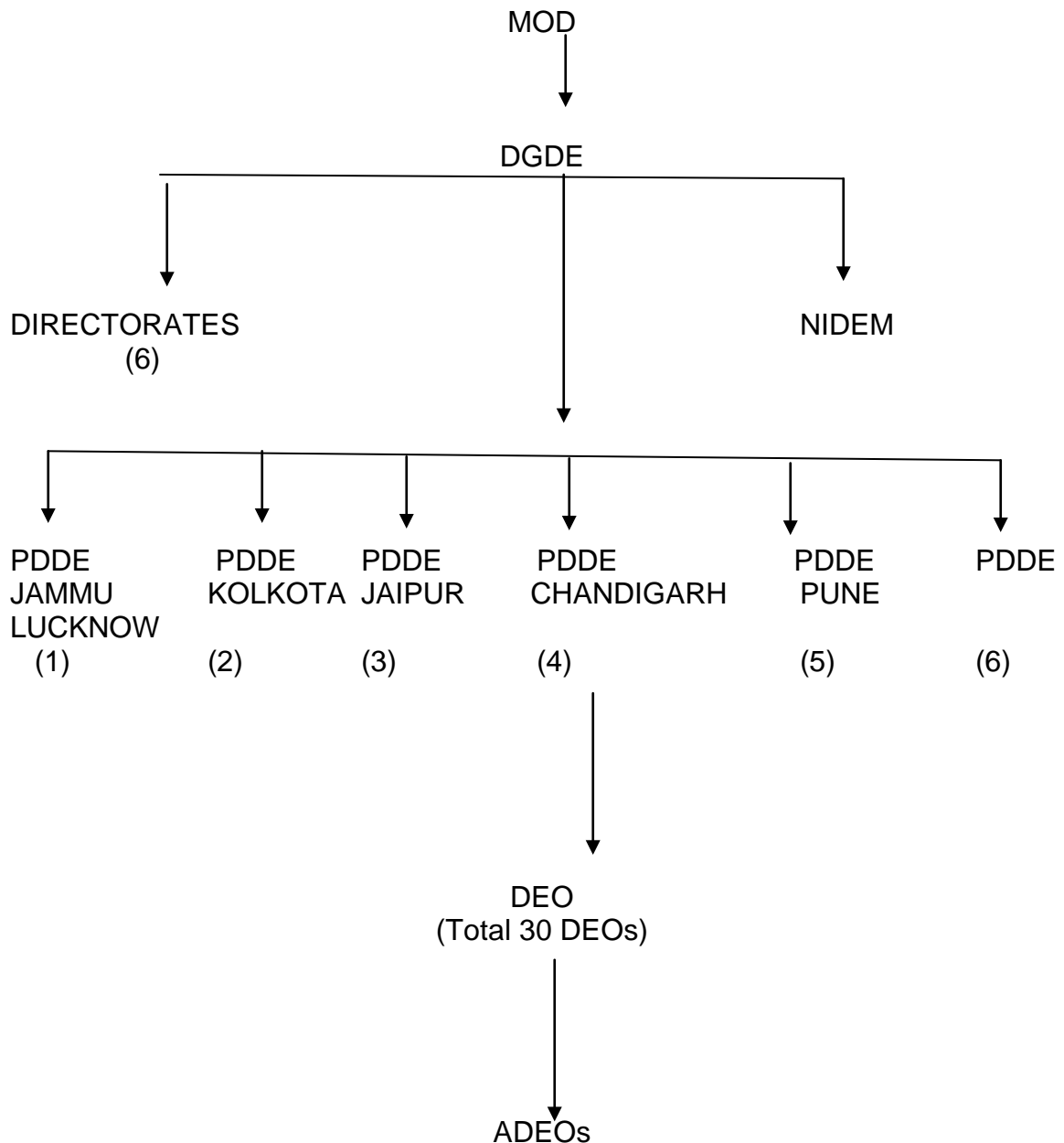
concerned District Collector.(Please refer Para (d) of S.R.O. 4. Dated 13 January 2010)

(c) Forward only the Public Notice issued by the concerned District Collector along with sketch plan of the restricted Zone to Command HQ and Air HQ. BOO is not required to be forwarded to higher formations.

RESTRICTED

Appendix A
(Refers to Para 2 of Chapter VII)

ORGANISATION CHART OF DGDE



Note:

1. There are six PDDEs with one PDDE co located with each Army Command.
2. There are total of 30 DEOs with number of DEOs under each PDDE varying depending upon geographical jurisdiction.
3. Number of ADEOs under a DEO also vary.

RESTRICTED

35

Appendix B
(Refers to Para 2 of Chapter VII)

**DUTIES, RESPONSIBILITIES AND POWERS OF THE DEO UNDER VARIOUS
RULES AND REGULATIONS**

Duties of DEO Under Cantonment Act 1924.

- | | |
|------------------------------------|----------|
| 1. Minutes of meetings | Sec. 41. |
| 2. Report on building applications | u/s 181. |
| 3. Recovery of revenue | u/s 259. |
| 4. Unauthorised constructions | 185. |

Cantonment Land Administration Rules 1937

1. Preparation of the GLR - Rule 3
2. Custody of the GLR and all other Registers, duplicates and counterparts of leases, title-deeds etc.
3. Inspection and supply of extracts from the GLR.
4. Proposals for amendment of entries.
5. To ensure that Government rights are properly recorded in the Civil Records.
6. Proposals for transfer of land from one class to another.
7. (a) Compilation of Standard Table of Rents-Rule 8
(b) Fair rent for agricultural lands
(c) Revision generally once in 5 years. They must be thoroughly acquainted with local values both of agricultural and building land
8. Management of Class A (1) lands (Specified categories)
(a) Class A (2) lands
(b) Class B (3) & B (4) lands outside civil areas
(Rules 9 & 14)
9. Maintenance of the GLR in respect of land outside Civil areas

RESTRICTED

RESTRICTED

36

10. Credit of all receipts to Government account.
11. Maintenance of Defence Estates Office's Registers-Sch III-Rule 12.
12. Maintenance of Plans and Schedules of Class A(1) land- Rule 13.
13. Receiving applications in Schedule V.
14. Disposal of applications for lease in accordance with Rules 18 to 25.
15. Lease private agreement --- Rule 26
 - (a) Extension of existing site
 - (b) Sub-division of site
 - (c) Lease in cases where lease has expired
 - (d) Regularisation of irregular holdings
 - (e) Regularisation of encroachments
 - (f) Lease of land for Clubs, Petrel pumps, Station and Regimental Dairies
16. Special lease for the regularisation of old grant-Rule 27.
17. Execution of leases on behalf of the President and preserving duplicates-Rule- 28.
18. Sanctioning sales of property standing on land leased in Sch-VI of the CLA Rules 1925.
19. Maintenance of Grants Register (buildings)- Rule 29.
20. Making entries of grants in the GKLR & Sch-III.
21. Grant of leases for special period and on special terms, Religious and public purposes- Rule 31.
22. Disposal of agricultural land--- Rule 32 & 33.
23. Maintenance of Defence Estates Officer's Grants Register (Agricultural sites).
24. Execution of agricultural leases.
25. Making entries of grants of agricultural land in the GLR, where required – Sch-III and Register of rent under—Rule 34.
26. Grant of leases for miscellaneous purposes =Rule 37 and Rule 38.
27. Temporary licenses –Rule 39

RESTRICTED

RESTRICTED

37

28. Transfer to the Board of the right to grant licenses for the temporary occupation of land under Rule 30 –Rule 40.
29. Forwarding proposals (to the Central Government) involving alterations in the prescribed form of license
30. Supply of extracts of GR in respect of all lands in Bazars, the management of which has been entrusted to or vested in the Board- Rule 44.
31. To take action on reports received under Rule 45 from the Boards.
32. Recoveries from the Board in respect of class 'C' land. Boards supplying extracts- Rule 46(2).
33. Entry and Inspection-Rule 48 and 49.

“OLD GRANT” SITES

Transfer of properties held on “Old Grant” terms from one party to another.

Construction of additional buildings on “Old Grant” sites, addition and alterations.

(Page 253 to 257 of Military lands Manual)

LAND HELD ON LEASE UNDER THE CANTONMENT CODES OF 1899 & 1912

To perform the functions of the Cantonment Magistrate under the provisions of the Cantonment Code Leases.

CANTONMENT PROPERTY RULES

Inspection under Rules 12 of land vesting in the Cantonment Board.

RESTRICTED

RESTRICTED

38

A.C.R. RULES 1944

I **CONTROLS**

1. Management of land under the immediate control of the Defence Department vide Rule 2(a) (i) excepting those entrusted to the Cantonment Board for management of A(1), A(2), B(3) & B(4) lands—Rule 3(b)
2. Management of land outside Cantonments which is surplus to military requirements and proposal for relinquishments has been accepted by the Government of India. Control will pass to Defence Department and they will be managed by DEO till they can be disposed of, unless there are orders to the contrary. However, in the cases of Military Farms land, control will remain with the Military unless specifically entrusted to the DEO—Rule 2(b)
3. Even where control has not passed to the Defence Department under Rule 2(b) management may for specific purposes, be entrusted by the Head of the Department to the DEO with the previous approval of the Government of India. In such cases management once entrusted may also be withdrawn with the previous approval of the Government of India

II **ACQUISITION**

Rule 5(1) The DEOs are responsible for:

- (a) Supplying the Defence Department or the local Military authorities with details of a technical nature connected with land such as its value etc.
- (b) They will be the medium through which the civil authorities should be approached with regard to the acquisition of lands and
- (c) They will be procuring and keeping a proper title to the land acquired.

Rule 7

At the stage of preparation of the preliminary proposal, the DEO will obtain from the Chief Revenue Officer of the District, the approximate cost of the acquisition and whether there are likely to be any difficulties, political or otherwise in the acquiring the land. He will furnish this information to the local Military Authorities—Plans MES

RESTRICTED

Rule 8

In connection with the detailed Scheme, it will be the duty of the DEO to obtain a Schedule under the Land Acquisition Act in the form in use in the State from the Chief Revenue Officer and to forward the same to the local Military Authorities. If the scheme is approved by the Government necessary funds will be allotted and sanctioned and scheme communicated to DEO.

MES to prepare plans on sufficiently large scales.

Rule 9

DEO to request the Chief Revenue Officer to proceed with the acquisition of the land. Possession will not be taken by the DEO unless the final award of the Acquisition Officer has been made or unless sufficient assurance has been given by the Chief Revenue Officer that no serious enhancement of the award is likely to be made. If the cost exceeds or appears likely to exceed, the estimate originally sanctioned, by more than 10%, fresh sanction of the Defence Department must be obtained before possession is assumed.

Rule 10

DEO, after taking possession, to request the local officer of the MES to erect boundary pillars, prepare plan and draw up a description of boundaries. Thereafter to convene a committee to verify these. Distribution of proceedings:-

1 copy	...	DEO
1 copy	...	Chief Revenue Officer
1 copy	...	Defence Department
1 copy	...	local Military Authority

Detailed procedure to be laid down by Defence Department in each case.

III

Custody

Rule 14

- (a) Preparation and maintenance of Military lands Register and Military Tenancy Register.
- (b) Custody of papers referred to in Rule 10 in respect of each new holding acquired and compilation of similar papers relating to as many of the existing holdings as possible.
- (c) Entering changes annually in the registers maintained by the Ministry of Defence.

RESTRICTED

40

- (d) Preservation of records pertaining to acquisition and relinquishments.
- (e) To advise the local military authority on technical questions which may arise in respect of the management of their lands including the terms on which land should be leased, if the necessity therefore arises.
- (f)
 - (i) To record sanctioned transfers of land under Rule 13 in the MLR.
 - (ii) To get list of lands outside Cantonment which are under DEO's management.
- (g) To delete items which are relinquished.
- (h) To inspect annually at least 20% of the holdings (outside Cantonments entered in the register which are under his management. Every holding should be inspected at least once in 5 years.
- (j) Where any particular land is not required and is never likely to be required for military purposes, the DEO's may bring to the notice of the military authorities or themselves initiate proposals for relinquishments of land which has a commercial value.
- (k) At the time of inspection, if any pillars are found missing or damaged, the DEO should ask the local officer of the MES to carry out requisite repairs.
- (l) Detection and prevention of encroachments on lands placed under management of the DEO.
- (m) Even where lands have not been entrusted to his management, the DEO should bring to the notice of the concerned authorities any such encroachments or attempts to encroach.
- (n) Removal of encroachments on Class A(1) land and land outside Cantonment not entrusted to DEO's management is the responsibility of the local Military Authorities. Only when they fail and refer the cases to him does the DEO come in the picture.
Note: Powers to remove encroachments vests with Military Authorities also under PP Act, 1971 as Estates Officer.
- (o) Military Land outside Cantonments, placed under DEO's management, will be managed in the same way as Class A(1)

RESTRICTED

RESTRICTED

41

land. Short term agricultural leases and licenses for temporary occupation may be granted by the DEO with the approval of the Distt. Collector. The same procedure applies in Cantonments. Negotiations and tenders are also allowed. Leases for building purposes will not be sanctioned under any circumstances.

Relinquishments of lands (I)

Rule 16

DEOs are the executive machinery normally employed for the purpose of preliminary investigation and other detailed work connected with proposals to relinquish military land.

Rule 17

Submission of report to the Government on relinquishment proposals- market value.

Relinquishment of Property (II)

Handing over possession to the representative of the user Department of the Government of India or of the State Government as the case may be. Realising and Crediting sale proceeds in other cases – disposal to private parties.

Recording relinquishment in the GLR and forwarding proceedings to:-

- (1) Defence Department
- (2) Local Military Authority
- (3) To the party to whom land is handed over
- (4) Self for record

Convening of Committee not necessary when land is sold to the public. Sale deed will be sufficient record. Revision of plan and boundary pillars if necessary will be carried out.

RESTRICTED

RESTRICTED

42

Certificate that necessary entries have been made in the Military Land Register/ Military Tenancy Register should be furnished to the Government of India while forwarding Committee proceedings.

Purchase of Immovable Property

Responsibility for acquisition and relinquishment of buildings vests with the DEO in exactly the same way and to the same extent as the responsibility for the acquisition and relinquishment of land.

Ordinarily the process of acquisition will be entrusted to the local civil authorities and must be so when Land Acquisition Act is employed. In rare cases when a building is purchased directly by private party from a third party the DEO may carry out the transaction himself. The DEO is however, advised to consult the local Civil Authority even in such cases, value of property not to exceed ₹. 25,000/-

Surveys

Initiating new surveys of Cantonments and checking fair copy of map before it is printed.

Annual Corrections

Boards should bring to the notice of the DEO every change necessitating an alteration in the plans of the Bazaars. The DEO should therefore be in a position to know all changes effected during the year, which require an alteration in the map. It will be his duty to bring these as they occur and those reported to him by the Cantonment Boards to the notice of the GE and it will be the duty of the GE to enter them forthwith on his and the DEO's copy of the map. In the beginning of July each year the GE and DEO should compare the maps, with each other and with the registers and ensure that there have been no accidental omissions. Complete corrections will then be carried out in other copies maintained by Defence Department, Directors Command etc.

The above instructions apply only to 16"-1 mile maps. Corrections to the 64"-1m portions will be carried out by mutual arrangement between the DEO and the Cantonment Board and only those which are of sufficient size and importance to be shown on the 16" map will be reported to the GE and incorporated in the remaining official copies.

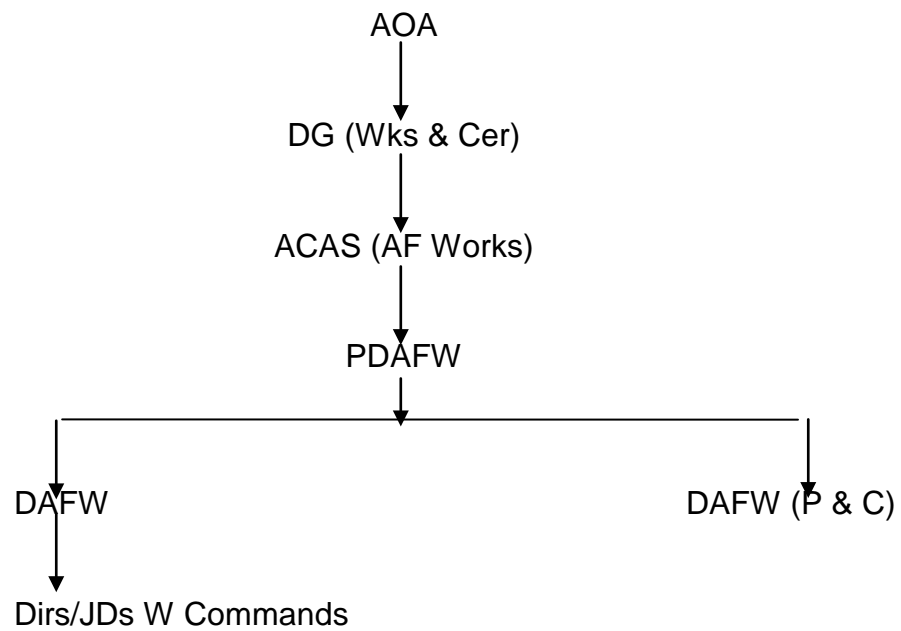
[Gol, Min of Def(Dte Gej) letter No. 1.PER/ACS/DLC dated 27.8.1981]

RESTRICTED

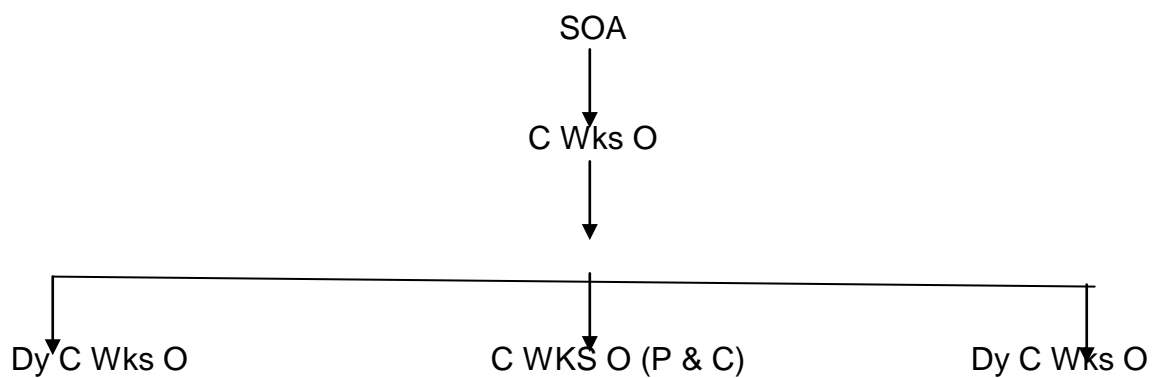
Appendix C
(Refers to Para 5 of
Chapter VII)

FUNCTIONARIES DEALING LAND MATTERS IN THE IAF

AIR HQ



COMMAND HQ



Appendix D
(Refers to Para 7 of Chapter VII)

DUTIES AND RESPONSIBILITIES OF AOC/STATION COMMANDERS
TOWARDS LAND MANAGEMENT IN IAF

1. As per The Public Premises (Eviction of Unauthorized Occupants) Rules 1971, Station Commander of an Air Force Station is the Estate Officer. He is to exercise the powers of Estate Officer in optimum utilization and safe custody of land.
2. He is to ensure that defence land entrusted in his management is used for the purpose for it is acquired.
3. He is responsible of planning and reviewing of surplus land if any and forward the proposals to controlling command.
4. He is to ensure that all land records are maintained as per the directions and policies laid down.
5. He is to ensure that all cases of encroachment of land are dealt with promptly and regular feed back is sent to Air HQ through controlling command.
6. All legal cases pertaining to land must be dealt with highest priority in consultation with DEO, C Works O and CJA.
7. He is responsible for leasing out of defence land for authorised purposes only as per the Govt policy in vogue.
8. He is to ensure that no defence land is let out to any unauthorized agency.
9. He is to ensure that Station land album is made and kept updated at all times. Efforts are to be made to compile and computerize land records as per directions of Air HQ.
10. He is responsible for demarcation and putting boundary pillars around defence land under his management.
11. He is to initiate cases of acquisition of land as and when directed by higher formation and strictly follow the guidelines given in this chapter and any new guidelines issued from time to time.
12. He is responsible for ensuring proper security wall or fence to demarcate and safety of the defence land.

Appendix E
(Refers to Para 7 of Chapter VII)

DUTIES AND RESPONSIBILITIES OF C ADM O
TOWARDS LAND MANAGEMENT IN IAF

1. Management of Defence land is one of the most important duties of C Adm O. These duties must be performed by C Adm Os themselves and should not be delegated to junior officers in the Station.
2. C Adm O is to maintain and keep safe custody of land records. All records must be maintained up to date and regular audit should be carried out.
3. He is to process and plan the utilization of defence land entrusted to Station and ensure that it is used for the purpose for it is acquired.
4. He is responsible for initiating cases of preparation of Master Plan for current and future utilization of defence land. Initiate proposals for surplus land if any and forward the proposals to controlling command.
5. He is to liaise with DEO and State revenue officials to ensure that all land records are compiled maintained as per the directions and policies laid down.
6. He is to maintain constant vigil for safety and security of defence land, promptly report all cases of encroachment of land to Air HQ through controlling command. Immediate action is to be initiated to remove the encroachments and evict the illegal occupants within the law.
7. All court cases pertaining to land must be dealt with highest priority in consultation with DEO, C Works O and CJA.
8. He is to ensure that no defence land is leased out for any unauthorised purposes.
9. All cases of letting out of defence land must be with explicit approval of MoD and should not be let out to any unauthorized agency.
10. He is to prepare Station land album and keep it updated at all times. Efforts are to be made to compile and computerize land records as per directions of Air HQ.
11. He is to ensure that demarcation of land is done with boundary pillars or fence or wall.
12. He is to process all cases of acquisition of land as and when directed by higher formation and strictly follow the guidelines given in this chapter and any new guidelines issued from time to time.
13. He is responsible for ensuring proper security wall or fence to demarcate and safety of the defence land.

RESTRICTED

46

(Refers to Para 20 of Chapter VII)

**FORMAT OF ANNUAL CERTIFICATE TO BE SUBMITTED BY AOC/STATION
COMMANDER**

BETWEEN APRIL AND JULY

(Authy: GoI MoD Letter No PC TO MF 15014/3/88/D(Lands) Dt 16 Mar 89)

**CERTIFICATE OF INSPECTION OF LAND HOLDING AND
ENCHROACHMENTS**

Certified that the following Defence holdings under my management have been inspected during the financial year..... and the encroachments noticed, and the action taken in respect thereof are as indicated below:-

<i>Sl. No</i>	<i>Location of Holding & Description</i>	<i>Nature and extent of encroachment</i>	<i>Name of encroache r</i>	<i>Date since when encroachment exists</i>	<i>Action taken regarding removal / regularization</i>	<i>Remarks</i>
<i>(a)</i>	<i>(b)</i>	<i>(e)</i>	<i>(f)</i>	<i>(g)</i>	<i>(h)</i>	<i>(j)</i>

Station :

AOC/Stn Cdr

Date :

RESTRICTED

RESTRICTED

47

Appendix F2

(Refers to Para 20 of Chapter VII)

**FORMAT OF ANNUAL CERTIFICATE TO BE SUBMITTED BY DEO
BETWEEN APRIL AND JULY**

ANNUAL CERTIFICATE OF LAND HOLDING

Under Rule 14 of the Rules for the Acquisition, Custody and Relinquishment of lands in India as modified by Rule 13(3) of the Cantonment Land Administration Rules 1937.

(a) *Certified that the plans and schedules of Class A1 land maintained under Rule 13(1) of the Cantonment Land Administration Rules 1937 are correct.*

(b) *All changes in the Classification of land and in the boundaries of individual holdings of the Cantonments have been duly entered in the General Land Register of the Cantonments.*

Station:

DEO

Date :

COUNTERSIGNED BY AOC/STN CDR

No alteration in the boundaries of the Cantonment as a whole is required and all land within the Cantonment is required for the effective discharge of the duties of the Central Govt in respect of Military Administration.

Station :

AOC/Stn Cdr

Date :

RESTRICTED

RESTRICTED

48

Appendix F1
(Refers to Para 21 of Chapter VII)

CERTIFICATE OF CLASS B4 LAND HOLDING

Name of the Cantonment.....

Certified that all Class B4 Lands and Class C Lands, which have been placed under the management of or have been vested with the Cantonment Board have been inspected during the financial year..... Details of unauthorised structures/encroachments notices and action taken in respect thereof are indicted below:-

Sl. No	Classification	Description	Area	Nature and extent of encroachment	Name of encroacher	Date since when existing	Action taken for removal / regularization	Remarks
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)

Signature of Cantonment Executive Officer

COUNTERSIGNED BY

Station :

President Cantonment Board

Date

RESTRICTED

RESTRICTED

49

Annexure I

(Refers to Para 34 of Chapter VII)

No. 11011/1/92/D(Lands)
Government of India Ministry of Defence
New Delhi, the 4th February, 1992

To

The Chief of Army Staff
The Chief of Naval Staff
The Chief of Air Staff
The chief of Controller Research and Development(s),
Ministry of Defence,
The Director General, Ordnance Factories
The Director General, Defence Estates.

Subject: **Processing and Finalisation of land Acquisition cases.**

Sir,

1.1 Government receives proposals, from time to time, for the upward revision of the cost of acquisition of land, the administrative sanctions for which had issued several years earlier. The time taken to complete acquisition of land and the escalation in the financial effect are considerable in almost every case.

1.2 Various factors which contribute to such time and cost-over-runs have been examined. It has been decided to enforce the following measures, with immediate effect, to streamline the processing of land acquisition cases. The measures to be adopted at each important stage of processing and finalization by the User Organisations/Services HQ/DGDE/Ministry of Defence, including the Finance Division are brought out hereunder.

Assessment of Necessity

- 2.1 (i) As far as possible, additional land requirements should be met out of the existing availability/surplus Defence land holdings at various stations, including that in the custody of the sister Services/Departments at the required location, and even through suitable relocation of the proposed units/projects. In case the locational factors are inflexible, and the land costs are high the land requirement should be assessed on the most stringent basis, notwithstanding the fact that a larger holding may be justified with reference to the prescribed scales.
- (ii) Proposals for acquisition of land should be moved only after the necessity for the total project has received Government approval.

RESTRICTED

Board Proceedings

- 3.1 (i) The Board Proceedings should ensure that the determination of the quantum of land required and its location/identity as well as nature of ownership (agricultural/residential/industrial or private, state) are fully verified and have a reasonable degree of finality.
- (ii) Whenever requirement of land for specific technical purposes such as special storage/repair facilities/installation of equipments/specialized training etc. is projected, the purpose, nature, size and location of land requirement should be assessed carefully and the complete basis of the projected land requirement clearly explained.
- (iii) The latest applicable land norms should be strictly adhered to, while drawing up proposals. In case the norms for a particular purpose are not prescribed, the basis of determination of the quantum of land and the choice of location should be clearly brought out in the Board Proceedings.
- (iv) The Board-Proceedings should contain clearly drawn up site plan and the Revenue survey particulars of the land proposed to be acquired.
- (v) The Board Proceedings should contain the type and extent of the assets/structures standing on the land proposed to be acquired (buildings, tube wells, trees, etc.) for which compensation has to be paid. The Board proceedings should contain, item-wise, the cost of land and the assets thereon and also the basis for estimating the cost and the date(s) to which the estimated cost pertains.
- 4.1 (i) Once the Board Proceedings are finalized, the proposal for land acquisition should be submitted to Government as expeditiously as possible along with recommendations/observations of Service HQ and DGDE. If Subsequent to the finalization of Board Proceedings the plot(s) of land(s) to be acquired require to be varied for any reason, fresh Board Proceedings should be drawn up and submitted explaining the modifications made, to facilitate issuance of revised sanction
- (ii) Every proposal shall contain the Certificate of willingness of the State Govt(i.e. NOC) to Proceed with the acquisition, alongwith the period of validity of such Certificate.
- (iii) Where it is proposed to invoke the Urgency Clause, under Section 17 of the Land Acquisition Act, the specific reasons justifying the same shall be explained in detail at the time of seeking the administrative sanction indicating the time-schedule of the construction programme on the land to be acquired.

(iv) To facilitate quick processing of land acquisition proposals by the concerned agency including Ministry of Defence, specific and clear information/data of the issue in the enclosed check-list (Annex-I) shall be furnished. If any other information/data is considered relevant or pertinent to a particular land acquisition proposal, the same shall also be furnished at the time of seeking administrative sanction.

Cost-Estimates

5.1 (i) The Board Proceedings shall indicate the estimates of cost of land, and assets/structures, trees, etc. thereon, on a realistic basis, as on the date of finalization of the Board proceeding. At the time of preparation of estimates the sales statistics for the trees for previous years as well as the latest sales data should be considered. If the latest sale data in respect of a particular category of land, in a particular area, shows a marked variation with the sales data in respect of the preceding three years, the reasons for such variation should be ascertained and explained in the Board Proceedings.

(ii) The administrative sanction should reflect the estimated market value of the land and assets thereon on a realistic basis as on the likely date of publication of Notification under Section 4(I) of the land Acquisition Act. For this purpose, a maximum time-lag of 12 months between the date of administrative sanction and the date of Publication of Notification under section 4(I) of the Land Acquisition Act, may be anticipated. On this basis the market value may be estimated by escalating the value indicated in the Board Proceedings as per Para 5 (i) above, at 12% per annum, upto one year beyond the date of administrative sanction.

(iii) The full financial implication of every land acquisition proposal shall be projected as per following details:-

(a) Market value, separately for the land and the assets/structures thereon, assessed on the basis outlined above.

(b) Additional compensation at 12% per annum, as per Section 23(1-A) of L.A. Act, for a maximum period of 36 months from the date of Notification under Section 4(I) *ibid*.

(c) Solatium at 30% of market value under Section 23(2) *ibid*.

(d) Contingency of 2% of market value to cover the administrative cost of Notification, etc.

(iv) If the urgency clause under Section 17 *ibid* is proposed to be invoked, the total financial implication should be revised accordingly.

(v) The administrative sanction should indicate the estimated cost of each element mentioned in sub-Para (iii) to (iv) above separately.

(vi) In addition, if the disturbance allowance payable due to the fifth element under Section 23(1) *ibid* or if the rehabilitation grant, if any payable, can be estimated on a reasonable basis, then the same should be projected with the details thereof, at the time of obtaining administrative sanction. However sanctions for such payments shall require to be secured separately.

6.1 In the case of State Govt. Lands which may be offered at a pre-determined price, the likelihood of further escalation if any, and liability of payment towards any other charges should be clearly brought out at the time of seeking the administrative sanction.

7.1 At the time of submission of the case for administrative sanction, the time schedule proposed for acquisition, with or without invoking the urgency clause, and the likely requirement of cash-flow and availability of budget provisions should be brought out.

8.1 Provisions of funds should be made on the basis of realistic assessment of the likely time by which the awards would be finalized.

Notification under L.A. Act.

9.1 As the market value of the land is determined with reference to the date of publication of the Notification, under Section 4(I) of L.A. Act, the time lag between the issuance of the administrative sanction and the date of publication of the said Notification should be brought down to the minimum and should not, normally, exceed 12 months. For this purpose, immediately after issuance of DGDE with maps identifying the exact location and alignments of lands to be acquired, the size, Ideality, location or alignment of the lands should not be changed after issuance of administrative sanction, excepting correction of clerical or drawing errors. If any other change is considered necessary, fresh sanction of the Govt. should be taken.

10.1 Systematic efforts should be made to expedite action on the part of the State Government authorities under Section 6,9,11 and 17 of the land acquisition Act, as applicable, with a view to expediting the final declaration of Awards. If intervention of Ministry of Defence or the Service HQ is considered necessary, such intervention should be sought well in time.

11.1 In cases of land acquisition estimated to cost more than ₹ 1 crore, efforts should be made to obtain negotiated awards under Section 11(2) of the Land Acquisition Act in case such negotiated awards are likely to be advantageous to

RESTRICTED

53

the interest of the Government. Prior approval of Government should, however, be secured before opting for negotiated awards.

Payment of Compensation

12.1 Once Awards are announced, compensation should be paid without delay subject to confirmation by the Service Headquarters of the continued requirement of the land and with the approval of the competent authority.

13.1 The Local Military Authority/the Service HQ/Organization should maintain constant liaison with DGDE and his formations to ascertain the progress of important cases so that realistic budget provisions can be made well in time.

14.1 Whenever possible, efforts should be made to obtain draft Awards well in advance of the date of declaration of the final Awards so that adequate time is available for processing proposals for payment of compensation.

15.1 If the final compensation amount awarded exceeds the amount provided in the administrative sanction by more than 10% the revised approval of the appropriate authority shall be secured, explaining in detail each factor contributing to the escalation before the compensation is deposited. The checklist enclosed as Annex-II shall be used for this purpose.

Monitoring and review

16.1 Each Service HQ/Department/Concerned Organisation shall undertake a quarterly review of the progress of their land acquisition cases which involve acquisition of more than fifty acres of land of an estimated acquisition cost of more than ₹ 1 crore. For this purpose the concerned Service HQ/Department/Organisation shall obtain from DGDE information in the format at Annex-III. The outcome of the review shall be furnished to the Ministry (to the undersigned, by name) within 45 days of the end of the relevant quarter. Report for quarter ending 31st March 1992 and for the full year 1991-92 shall be furnished to the Ministry by 15th May, 1992

17.1 Besides the aforesaid quarterly review, the DGDE shall undertake monthly review of all pending cases and advise the Ministry of cases in which time bound decision is required. Based on the monthly reports of DGDE and the quarterly reports to be furnished by the Service HQ/Department/Organisation, for given reasons. If so, the Ministry will promptly inform the concerned State Government that further action may be taken in the case.

18.1 Instructions on the above lines may be issued to all subordinate formation /organisation under your control.

19.1 This issues with the concurrence of the Ministry of Defence (Finance) vide their u.o. No. 160 /Dir (Fin/Works)/92 dated 30-1-92.

RESTRICTED

RESTRICTED

54

Yours faithfully
Sd/-
(RANGAN DUTTA)
Joint Secretary to the Govt. of India.

Copy for necessary action to :-

1. JS(Air)/JS/(Navy)/JS(OF).
2. Addl. Fa(C)/Addl FA(J)/Addl FA(K)/Addl. FA(R)
3. Others concerned.

Annexure I

GUIDELINES FOR EXAMINATION OF LAND ACQUISITION PROPOSALS
(ORIGINAL ADMINISTRATIVE SANCTION)

(To be adopted at each stage from Board Proceedings onwards)

A. NECESSITY AND SCOPE

I In respect of a New Station/Unit

(i) Is the land required for meeting KLP and/or other requirement of a new station? Please explain in detail:-

(a) Has the KLP for the station been approved by appropriate authority? If so, what are the details of KLP strength and reference of approval?

(b) Have the other items for which land is required such as training, storage of special equipments/armaments, repair or other technical facilities/installations, etc., been approved by appropriate authority? What are the details of other requirements and reference of approval?

(c) Have the revised norms laid down for KLP and other requirements of land been followed and shown in prescribed proforma?

(d) Have the Board kept in view these norms/scales before determining the land requirement? (The Board proceedings should clearly explain the norms/scales followed).

(e) If existing norm/scales have been exceeded, or if no such norms/scales are available, how has the land requirement been assessed and with what justification? Please give details separately in respect of land required for married/OTM/Projects. (The Board proceedings should clearly explain the basis of assessment of land requirement).

RESTRICTED

(ii) If KLP has not been approved:-

(a) What is the existing approved manpower/establishment strength of the unit(s) to be located at the new station? Details to be furnished.

(b) What are the other specific requirements of such unit (s) in the new station? Details to be furnished.

II. In respect of an Existing Station

(i) (a) What is the approved KLP for the station?

(b) If KLP is being revised, what is the present status of such revision?

(c) How much of the approved KLP strength has been achieved? What is the expected time by which the approved KLP would be achieved?

(ii) (a) What are the other specific purposes for which land is required at this station? Please identify separately lands required for married/OTM/Projects.

(b) How much of land is already available for these other purposes at this station? What is the deficiency?

(iii) Can any additional requirement of land at the station be met out of the land already available at least partly through suitable adjustments or re-locations of units? If so, details to be furnished.

(iv) Has the land requirements been reviewed as per revised KLP norms and calculated and shown in the prescribed proforma?

III. If the proposed acquisition of land is for a specific project

(a) Have the various parameters and features of that project been finalized? If so, give details.

(b) Have the total estimated cost of the project been assessed? If so, give broad outline?

(c) Has the total land requirement for the project been finalized keeping in view the type of structure to be built and their broad designs?

(d) Cannot some existing land in the same location be utilized for the purpose, at least partially?

(e) In respect of land required for Technical Accommodation, storage, facilities, training etc. the representative of the user should be associated with Board Proceedings and his specific comment on size, location and suitability of land should be recorded in Board Proceedings.

B. TIME SCHEDULE

If the purpose for which the land is required is specific, what is the time by which the land is to be acquired? (This helps in determining whether the urgency clause under Section 17 of LA Act should be invoked).

C. SELECTION OF SITE

(i) What is the basis for selecting a particular piece(s) of land?

(ii) Have a Board of Officers recommended the acquisition of a particular piece(s) of land after duly analyzing;

---the suitability, adequacy or otherwise of lands already available;

---the suitability and adequacy of the site recommended;

---the feasibility of evicting existing settlers if any on such lands;

---the likely compensation/rehabilitation to be paid/arranged for such evictees;

---the administrative and financial implications of Selection of the site vis-à-vis other options, if any?

(iii) Have the existing guidelines for selection of site such as avoidance of land in cities/town or fertile developed agricultural or orchard lands and preference for lands contiguous to existing Cantonments/Units been followed?

(iv) Is the selection of site supported by proper identification and site maps showing alignments of the land selected?

(v) Has the Certificate of willingness of the State Govt for acquisition of the specific land(s) selected been obtained?

(vi) Does the site/land selected require clearance from environmental angle such as clearance from forest department, etc. If so, what steps have been taken in this regard?

(vii) Have the Board Proceedings been duly scrutinized by (a) DEO/DGDE? (b) User Directorate? (c) QMG's Branch or corresponding Branch in other Service HQ?

D. ESTIMATES

- (i) (a) Will the selected land be acquired under the LA. Act, 1984/RAIP Act, 1952/J&K LA Act?
 - (b) Is it proposed to invoke the urgency provisions of the relevant Acts? If so, why?
- (ii) What is the basis of estimating the cost of land? Please cite the relevant legal provisions and procedure.
 - (a) Is it based on sales statistics of last 3 years? If so, please give details.
 - (b) If based on current estimates, the reasons and basis for the same.
 - (c) If based on recommendations or assessments of Collector/Local revenue authorities details to be furnished.
 - (d) What is the basis for estimating solatium, interest, etc?
- (iii) What is the basis for estimating the value of assets, structures, etc. on the land?
- (iv) Is any additional liability of payment of compensation, rehabilitation cost etc. likely? What is the estimated cost and its detail?
- (v) Has any “escalation” element been added to the estimated value? If so, please indicate basis and details.
- (vi) If the land now to be acquired has been already requisitioned, details to be furnished about;
 - (a) Sanction and date of requisition:
 - (b) Amount of recurring compensation paid and still to be paid:
 - (c) Any other expenditure made.
- (vii) Is the estimated cost of land projected at the time of obtaining Govt. sanction different from that indicated in Board Proceedings? If so, reasons for the same.

E. PLAN AND BUDGET PROVISIONS

- (i) Have the fund requirements for the land to be acquired been included in the approved five year plan as a distinct part of an overall scheme?
- (ii) What is the expected phasing of expenditure to be incurred on this land?

RESTRICTED

58

- (a) What is the total budget provision for land in the current year?
- (b) How much fund is required in the current year; and, is adequate budget provision available
- (iii) If Urgency Clause is proposed to be invoked, is there adequate budget provision for payment of 80% of the estimated compensation?

RESTRICTED

RESTRICTED

59

Annexure II

**GUIDELINES FOR EXAMINATION OF PROPOSALS FOR
REVISION OF COST FOR LAND ACQUISITION**

- I. Details of Original Administrative Sanction
- (a) Purpose.
 - (b) Size of Land—Separately for State Govt. and Private Land.
 - (c) Location.
 - (d) Details of Assets/Structure/Trees, etc.
 - (e) Approved Cost Estimates
 - (i) Land
 - (ii) Assets, Structures. Trees. etc.
 - (iii) Other elements, if any, under Section 23(1)
 - (iv) Additional Compensation under Section 23(1)
 - (v) Solatium under Section 23(2)
 - (vi) In case of Urgency Clause, the estimated 80% of the amount of compensation and the interest to be paid on the balance.
 - (vii) Rehabilitation Grant, if any.
 - (f) Expected time-schedule
 - (i) Notification under Section 4(1) of LA Act;
 - (ii) Other declarations/notification/actions;
 - (iii) Declaration of award
- II. Details of revision proposed for each item mentioned above and reasons therefore to be indicated separately.
- (a) Has there been any change of purpose for which the land is being acquired? If so, the reasons therefore.
 - (b) Has there been any change in the size of land to be acquired? If so, the reasons therefore.
 - (c) Has there been any change in the classification of land – private or state—after administrative sanction? If so, reasons therefore.
 - (d) Has there been any change in alignment or location of the land to be acquired? If so, reasons therefore along with revised site maps.
 - (e) If there is wide variation between the originally estimated type, number and value of assets/structures, etc. on the land and that mentioned in the final declaration or revised estimates, the reasons for the variation may be explained.
 - (f) If rehabilitation grant has to be paid, the basis for calculation of rehabilitation grant may be explained in detail.

RESTRICTED

RESTRICTED

60

- III. Details and reasonability of the revised cost of final declaration of awards may be explained and certified in respect of each item in the context of relevant sales data or declaration of awards in other cases.
- IV. Was there any delay in issue of Notification under Section 4(1) of LA Act beyond 12 months after issue of administrative sanction? If so, reasons therefore.
- V. Was there any delay between the issue of notification under Section 4(1) ibid and further actions/declarations at any stage? If so, reason therefore.
- VI. Was there any delay due to legal disputes, etc. ? If so, details thereof.
- VII. In case of land being acquired under Urgency Clause, delays, if any, in payment of compensations, taking of possession, etc. may be explained.
- VIII. In case of delays caused by any of the factors mentioned above, the measures taken to overcome the delays may be explained.
- IX. Has the necessity and /or size of the land to be acquired been subjected to review in terms of revision of land norms and/or of inter-se prioritization if any? If so, results thereof.
- X. If the land is being acquired for KLP purposes, the updated deficiency of KLP requirement of land may be furnished.
- XI. If the land is being acquired for any other requirement or project, the size, revised cost and time-schedule of acquisition of land may be re-examined with reference to the overall cost and progress of that project/requirement.
- XII. In case of finalization of acquisition of lands already requisitioned, the details of recurring compensation already paid or yet to be paid may be furnished.
- XIII. Requirement and availability of funds vis-à-vis budget provisions may be explained and confirmed.

RESTRICTED

RESTRICTED

61

Annexure III

**PROFORMA FOR MONITORING THE PROGRESS
OF IMPORTANT LAND ACQUISITION CASES**

Sl No	(i) Service (ii) Requiring Deptt/ Unit	Purpose of land Acquisition in brief	Location (Tehsil/District)	Area to be acquired		Sanction No. and Date
				Private	State	
1	2	3	4	5	6	7

Estimated Compensation at Adm Sanction stage			Whether sanction 17(urgency clause) involved	Progress achieved towards issue of notificatio n under section 4(i)	Date of Notificatio n under section 4(i)	In case of delay of over 18 months in issue of notification under section 4(i) reasons in brief
Lan d	Asset s	Other s				
8	9	10	11	12	13	14

Likely date of declaratio n under section 6	Date of declaratio n under section 6	In case of delay, reasons in brief	Date of receipt of draft award	Variation between estimated compensation at sanction stage and draft award stage	
				Due to escalation and other normal factors earlier	Due to other factors not anticipated
15	16	17	18	19	20

Date of awards	Amount of compensation awarded separately for land, assets/structures/re habilitation etc.)	Date of deposit of compensation	Date of taking possessi on	In case of delay of award beyond 4 years after Adm sanction, likely revised cost
21	22	23	24	25

Annexure I(cont'd)

RESTRICTED

RESTRICTED

62

(Refers to Para 34 of Chapter VII)
11011/1/2010/D (Lands)
Government of India
Ministry of Defence
New Delhi, the 8th March 2010

Sub : PROCESSING AND FINALISATION OF LAND ACQUISITION CASES.

1. I am directed to say that in order to streamline the processing of land acquisition cases guidelines have already been issued vide MoD letter No 11011/2/92/D(Lands), dated 04 Feb 92 indicating the measures to be adopted at each important stage of processing and finalization of land acquisition cases by user organization/Service Hqrs/DGDE/Ministry of Defence. Para 2.1 (ii) of the above instructions clearly states that proposals for acquisition of land should be moved only after the necessity of the total project has received Government approval.

2. It may be noted that the Parliamentary Standing Committee on Defence, in its 24th Report on the action taken report of the Government on the recommendations contained in the 13th report of the Committee (Fourteenth Lok Sabha) on A critical Review of Rehabilitation of Displaced Persons has also strongly recommended that for acquisition of new land, prior approval of the Raksha Mantri should be taken.

3. In view of the above, it is reiterated that all the service HQs and other user Services under the Ministry of Defence shall first obtain the approval of the Raksha Mantri through their respective Administrative wings of the MoD before cases for land acquisition are sent for processing in accordance with GoI/MoD letter dated 4th Feb 92 referred above. It may be noted for strict compliance that Board of Officers shall not be convened before the necessity of the project has received the approval of the Raksha Mantri.

This issues with the concurrence of MoD(Fin) vide their ID No.285/Fin/W dated 04 Mar 2010

(Ashok Kumar Gupta)
Jt Secy of GoI

RESTRICTED

RESTRICTED

63

Annexure II
(Refers to Para 47 of Chapter VII)

SCHEDULE
THE NATIONAL REHABILITATION AND RESETTLEMENT
POLICY, 2007

CHECK LIST

For collection of data pertaining to NRRP 2007 read with 'The Scheduled Tribes and other Traditional Forest Dwellers (recognition of Forest Rights Act 2007'.

Sl. No	Data required to be collected
1 (i)	* Number of affected families see Para 4.1 read with Para 7):-
A	Land Owners
B	Tenants
C	Agricultural labourers
D	Artisans
E	Traders
F	Dependent on other occupations
(ii)	Whether abadi land is being acquired, if so the number of holdings involved (see Para 4.1 read with Para 7)
2	The nature of the area proposed to be acquired (see Para 4.1)
A	Whether in plain area
B	Whether in Tribal or Hilly area
C	Whether in Desert Development Blocks (DDP Blocks)
D	Whether in areas mentioned Schedule V or Schedule VI of the Constitution
3	Whether the land is predominantly inhabited by the Scheduled Tribes (see Para 7.21.7)
4	Whether any Environmental Impact Assessment Study is required as per provisions of any laws, rules, regulations or guidelines (see Para 4.3.1)
5	Whether any other rehabilitation scheme of the State Govt or Central Govt is in operation in the area. If so details of such rehabilitation scheme (see Para 4.2.3)
6	Whether land is located in the forest area if so the following details should be collected (see section 3 and 54 of the Scheduled Tribes and other Traditional Forest Dwellers (recognition of Forest Rights) Act 2007 :-
A	Number of Scheduled Tribes residing
B	Number of other Traditional Forest Dwellers

RESTRICTED

RESTRICTED

64

7	The nature of rights of the Forest Dwellers being affected, a brief description (see section 3 and 4 of the above act)
8	Approximate cost implications for implementing the rehabilitation and resettlement benefits under Chapter VII of the NRRP 2007 (see Chapter VII of NRRP 2007)

* Note: For definition of 'Affected families please read Para 3.1(b). An affected family includes a family where source of livelihood is adversely affected by Land Acquisition even if there is no displacement.

RESTRICTED

Annexure II (Cont'd)
(Refers to Para 47 of Chapter VII)

CHAPTER - I

1. Policy

PREAMBLE:

1.1 Provision of public facilities or infrastructure often requires the exercise of legal powers by the state under the principle of eminent domain for acquisition of private property, leading to involuntary displacement of people, depriving them of their land, livelihood and shelter; restricting their access to traditional resource base, and uprooting them from their socio-cultural environment. These have traumatic, psychological and socio-cultural consequences on the affected population which call for protecting their rights, in particular of the weaker sections of the society including members of the Scheduled Castes, Scheduled Tribes, marginal farmers and women. Involuntary displacement of people may be caused by other factors also.

1.2 There is imperative need to recognize rehabilitation and resettlement issues as intrinsic to the development process formulated with the active participation of the affected persons, rather than as externally-imposed requirements. Additional benefits beyond monetary compensation have to be provided to the families affected adversely by involuntary displacement. The plight of those who do not have legal or recognized rights over the land on which they are critically dependent for their subsistence is even worse. This calls for a broader concerted effort on the part of the planners to include displacement, rehabilitation and resettlement process framework not only for those who directly lose land and other assets but also those who are affected by such acquisition of assets. The displacement process often poses problems that make it difficult for the affected persons to continue their earlier livelihood activities after resettlement. This requires a careful assessment of the economic disadvantages and social impact of displacement. There must also be a holistic effort aimed at improving the all round living standards of the affected people.

1.3 A National Policy on Resettlement and Rehabilitation for Project Affected Families was formulated in 2003, and it came into force wef February, 2004. Experience of implementation of this policy indicates that there are many issues addressed by the policy which need to be reviewed. There should be a clear perception, through a careful quantification of the costs and benefits that will accrue to society at large, of the desirability and justifiability of each project. The adverse impact on affected families - economic, environmental, social and cultural- needs to be assessed in a participatory and transparent manner. A national policy must apply to all projects where involuntary displacement takes place.

1.4 The aim should be to minimize large-scale displacement, as far as possible. Only the minimum area of land commensurate with the purpose of the project may be acquired. Also, as far as possible, projects may be set up on wasteland, degraded land or un-irrigated land. Acquisition of agricultural land for non-agricultural use in the project may be kept to the minimum; multi-cropped land may be avoided to the extent possible for such purposes, and acquisition of irrigated land, if unavoidable may be kept to the minimum. Prior to initiating the acquisition of land for a project, the appropriate Government should, inter alia, take into consideration the alternatives that will (i) minimize the displacement of people due to the acquisition of land for the project; (ii) minimize the total area of land to be acquired for the project; and (iii) minimize the acquisition of agricultural land for non-agricultural use in the project. The options assessment may be in terms of the alternative project plans, potentially suitable sites, technological choices available, or a combination of these. Suitable institutional mechanism should be developed and adopted by the appropriate Government for carrying out the task in a transparent manner.

1.5 Where large number of families are affected, it must be mandatory to do social impact assessments and provide all required infrastructural facilities and amenities in the resettlement area. More particularly, where the Scheduled Tribes people are being displaced in sizeable numbers, a well thought out Tribal Development Plan must be put in place.

1.6 Furthermore, such a policy must specify clear timeframes within which the implementation of the rehabilitation package as well as utilization of the land shall be accomplished. Also, it should lay down an effective monitoring and grievance redressal mechanism.

1.7 It is acknowledged that many State Governments, Public Sector Undertakings or agencies, and other requiring bodies either have their own Rehabilitation and Resettlement (R&R) policies or are in the process of formulating them. The provisions of the National Rehabilitation and Resettlement Policy, 2007 (NRRP-2007) provide for the basic minimum requirements, and all projects leading to involuntary displacement of people must address the rehabilitation and resettlement issues comprehensively. The State Governments, Public Sector Undertakings or agencies, and other requiring bodies shall be at liberty to put in place greater benefit levels than those prescribed in the NRRP-2007. The principles of this policy may also apply to the rehabilitation and resettlement of persons involuntarily displaced permanently due to any other reason.

CHAPTER – II

2. Objectives of the National Rehabilitation and Resettlement Policy

2.1 The objectives of the National Rehabilitation and Resettlement Policy are as follows:-

- (a) to minimize displacement and to promote,' as far as possible, non-displacing or least-displacing alternatives;
- (b) to ensure adequate rehabilitation package and expeditious implementation of the rehabilitation process with the active participation of the affected families;
- (c) to ensure that special care is taken for protecting the rights of the weaker sections of society, especially members of the Scheduled Castes and Scheduled Tribes, and to create obligations on the State for their treatment with concern and sensitivity;
- (d) to provide a better standard of living, making concerted efforts for providing sustainable income to the affected families;
- (e) to integrate rehabilitation concerns into the development planning and implementation process; and
- (f) where displacement is on account of land acquisition, to facilitate harmonious relationship between the requiring body and affected families through mutual cooperation.

CHAPTER – III

3. Definitions

3.1 The definition of various expressions used in this policy are as follows:

- (a) "Administrator for Rehabilitation and Resettlement" means an officer not below the rank of District Collector in a State appointed for the purpose of rehabilitation and resettlement of affected persons;
- (b) "affected family" means:
 - (i) a family whose primary place of residence or other property or source of livelihood is adversely affected by the acquisition of land for a project or involuntary displacement for any other reason; or
 - (ii) any tenure holder, tenant, lessee or owner of other property, who on account of acquisition of land (including plot in the abadi or other

RESTRICTED

68

property) in the affected area or otherwise, has been involuntarily displaced from such land or other property; or

(iii) any agricultural or non-agricultural labourer, landless person (not having homestead land, agricultural land, or either homestead or agricultural land), rural artisan, small trader or self-employed person; who has been residing or engaged in any trade, business, occupation or vocation continuously for a period of not less than three years preceding the date of declaration of the affected area, and who has been deprived of earning his livelihood or alienated wholly or substantially from the main source of his trade, business, occupation or vocation because of the acquisition of land in the affected area or being involuntarily displaced for any other reason;

(c) "affected area" means area of village or locality notified by the appropriate Government under paragraph 6.1 of this policy;

(d) "agricultural labourer" means a person primarily resident in the affected area for a period of not less than three years immediately before the declaration of the affected area who does not hold any land in the affected area but who earns his livelihood principally by manual labour on agricultural land therein immediately before such declaration and who has been deprived of his livelihood;

(e) "agricultural land" includes lands being used for the purpose of- (i) agriculture or horticulture;

(i) dairy farming, poultry farming, pisciculture, breeding of livestock or nursery growing medicinal herbs;

(ii) raising of crops, grass or garden produce; and

(iii) land used by an agriculturist for the grazing of cattle, but does not include land used for cutting of wood only;

(f) "appropriate Government" means,-

(i) in relation to the acquisition of land for the purposes of the Union, the Central Government;

(ii) in relation to a project which is executed by the Central Government agency or undertaking or by any other agency on the orders or directions of the Central Government, the Central Government;

(iii) in relation to the acquisition of land for purposes other than (i) and (ii) above, the State Government; and

RESTRICTED

RESTRICTED

69

- (iv) in relation to the rehabilitation and resettlement of persons involuntarily displaced due to any other reason, the State Government;
- (g) 'BPL family': The below poverty line (BPL) families shall be those as defined by the Planning Commission of India from time to time and included in a BPL list for the time being in force;
- (h) "Commissioner for Rehabilitation and Resettlement" means the Commissioner for Rehabilitation and Resettlement appointed by the State Government not below the rank of Commissioner or of equivalent rank of that Government;
- (i) "DDP block" means a block identified under the Desert Development Programme of the Government of India;
- (j) "family" includes a person, his or her spouse, minor sons, unmarried daughters, minor brothers, unmarried sisters, father, mother and other relatives residing with him or her and dependent on him or her for their livelihood; and includes "nuclear family" consisting of a person, his or her spouse and minor children;
- (k) "holding" means the total land held by a person as an occupant or tenant or as both;
- (l) "khatedar" means a person whose name is included in the revenue records of the parcel of land under reference;
- (m) "land acquisition" or "acquisition of land" means acquisition of land under the Land Acquisition Act, 1894 (1 of 1894), as amended from time to time, or any other law of the Union or a State for the time being in force;
- (n) "marginal farmer" means a cultivator with an un-irrigated land holding up to one hectare or irrigated land holding up to half hectare;
- (o) "non-agricultural labourer" means a person who is not an agricultural labourer but is primarily residing in the affected area for a period of not less than three years immediately before the declaration of the affected area and who does not hold any land under the affected area but who earns his livelihood principally by manual labour or as a rural artisan immediately before such declaration and who has been deprived of earning his livelihood principally by manual labour or as such artisan in the affected area;
- (p) "notification" means a notification published in the Gazette of India or, as the case may be the Gazette of a State;
- (q) "occupiers" means members of the Scheduled Tribes in possession of forest land prior to the 13th day of December, 2005;

RESTRICTED

RESTRICTED

70

- (r) "Ombudsman" means the person appointed under paragraph 8.3 of this policy for redressal of grievances;
- (s) "prescribed" means, unless otherwise specified, prescribed by guidelines or orders issued by the Central Government under this policy;
- (t) "project" means a project involving involuntary displacement of people, irrespective of the number of persons affected;
- (u) "requiring body" means a company, a body corporate, an institution, or any other organisation for whom land is to be acquired by the appropriate Government, and includes the appropriate Government if the acquisition of land is for such Government either for its own use or for subsequent transfer of such land in public interest to a company, a body corporate, an institution, or any other organization, as the case may be, under lease, license or through any other system of transfer of land;
- (v) "resettlement area" means any area so declared under paragraph 6.9 of this policy by the appropriate Government;
- (w) "small farmer" means a cultivator with an un-irrigated land holding up to two hectares or with an irrigated land holding up to one hectare, but more than the holding of a marginal farmer.

CHAPTER- IV

4. Social Impact Assessment (SIA) of Projects

4.1 Whenever it is desired to undertake a new project or expansion of an existing project, which involves in voluntary displacement of four hundred or more families en masse in plain areas, or two hundred or more families en masse in tribal or hilly areas, DDP blocks or areas mentioned in the Schedule V or Schedule VI to the Constitution, the appropriate Government shall ensure that a Social Impact Assessment (SIA) study is carried out in the proposed affected areas in such manner as may be prescribed.

4.2.1 The above SIA report shall be prepared, in such proforma as may be prescribed, considering various alternatives, and using agencies accredited in the manner prescribed. "

4.2.2 While undertaking a social impact assessment, the appropriate Government shall, inter alia, take into consideration the impact that the project will have on public and community properties, assets and infrastructure; particularly, roads, public transport, drainage, sanitation, sources of safe drinking water,

RESTRICTED

sources of drinking water for cattle, community ponds, grazing land, plantations; public utilities, such as post offices, fair price shops, etc.; food storage godowns, electricity supply, health care facilities, schools and educational/training facilities, places of worship, land for traditional tribal institutions, burial and cremation grounds, etc.

4.2.3 The appropriate Government may specify that the ameliorative measures, which will need to be undertaken for addressing the said impact for a component, may not be less than what is provided in a scheme or programme, if any, of the Central Government or a State Government in operation in that area.

4.3.1 Where it is required as per the provisions of any law, rules, regulations or guidelines to undertake environmental impact assessment also, the SIA study shall be carried out simultaneously with the Environmental Impact Assessment (EIA) study.

4.3.2 In cases where both EIA and SIA are required, the public hearing done in the project affected area for EIA shall also cover issues related to SIA. Such public hearing shall be organized by the appropriate Government.

4.3.3 Where there is no requirement for EIA, the SIA report shall be made available to the public through public hearing to be organized by the appropriate Government in the affected area.

4.4.1 The SIA report shall be examined by an independent multi-disciplinary expert group constituted for the purpose by the 'appropriate Government. Two non-official social science and rehabilitation experts, the Secretary/Secretaries of the department(s) concerned with the welfare of Scheduled Castes and Scheduled Tribes of the appropriate Government or his (their) representative(s), and a representative of the requiring body shall be nominated by the appropriate Government to serve on this expert group.

4.4.2 Where both EIA and SIA are required, a copy of the SIA report shall be made available to the agency prescribed in respect of environmental impact assessment by the Ministry of Environment and Forests, and a copy of the EIA report shall be shared with the expert group mentioned in paragraph 4.4.1.

4.5 The SIA clearance shall be accorded as per the procedure and within the time limits as may be prescribed.

4.6 The SIA clearance shall be mandatory for all projects involving involuntary Displacement of four hundred or more families en masse in plain areas, or two hundred or more families en masse in tribal or hilly areas, DDP blocks or areas mentioned in the Schedule V or Schedule VI to the Constitution, and the conditions laid down in the SIA clearance shall be duly followed by all concerned.

RESTRICTED

72

4.7 The Ministry of Defence, in respect of projects involving emergency acquisition of minimum area of land in connection with national security, may be exempted from the provisions of this Chapter, with due institutional safeguards, as may be prescribed, for protecting the interests of the affected families and achieving the broad objectives of this policy.

CHAPTER – V

5. Appointment of Administrator and Commissioner for Rehabilitation and Resettlement and their powers and functions.

5.1 Where the appropriate Government is satisfied that there is likely to be involuntary displacement of large number of persons due to acquisition of land for any project or due to any other reason, it may; and where the appropriate Government is satisfied that there is likely to be involuntary displacement of four hundred or more families en masse in plain areas, or two hundred or more families en masse in tribal or hilly areas, DDP blocks or areas mentioned in the Schedule V or Schedule VI to the Constitution due to acquisition of land for any project or due to any other reason, it shall, appoint, by notification, by the State Government(s) concerned, in respect of that project, an officer not below the rank of District Collector of the State Government to be the Administrator for Rehabilitation and Resettlement (R&R):

Provided that if the appropriate Government in respect of the project is the Central Government, such appointment shall be made in consultation with the Central Government:

Provided further that in case of a project involving involuntary displacement of less than four hundred families en masse in plain areas, or less than two hundred families en masse in tribal or hilly areas, DDP blocks or areas mentioned in the Schedule V or Schedule VI to the Constitution, where the appropriate Government decides not to appoint an Administrator for Rehabilitation and Resettlement, adequate administrative arrangements shall be made by the appropriate Government for the rehabilitation and resettlement of the affected families as per this policy.

5.2 The Administrator for Rehabilitation and Resettlement shall be assisted by such officers and employees as the appropriate Government may provide.

5.3 Subject to the superintendence, directions and control of the appropriate Government and Commissioner for Rehabilitation and Resettlement, the Administrator for Rehabilitation and Resettlement shall take all measures for the rehabilitation and resettlement of the affected families.

RESTRICTED

RESTRICTED

73

5.4 The overall control and superintendence of the formulation, execution and monitoring of the rehabilitation and resettlement plan shall vest in the Administrator for Rehabilitation and Resettlement.

5.5 Subject to any general or special order of the appropriate Government, the Administrator for Rehabilitation and Resettlement shall perform the following functions and duties:

- (i) minimize displacement of people and to identify non-displacing or least-displacing alternatives in consultation with the requiring body;
- (ii) hold consultation with the affected families while preparing a rehabilitation and resettlement scheme or plan;
- (iii) ensure that interests of the adversely affected persons of Scheduled Tribes and weaker sections are protected;
- (iv) prepare a draft scheme or plan of rehabilitation and resettlement as required under Chapter VI of this policy;
- (v) prepare a budget including estimated expenditure of various components of acquisition of land, rehabilitation and resettlement activities or programmes in consultation with representatives of the affected families and the requiring body;
- (vi) arrange adequate land, as far as possible, for rehabilitation and resettlement of the affected families;
- (vii) allot land and sanction the benefits to the affected families;
- (viii) perform such other functions as the appropriate Government may, from time to time, by order in writing, assign.

5.6 The administrator for Rehabilitation and Resettlement may, by order in writing, delegate such of the administrative powers conferred and duties imposed on him by or under this policy to any officer not below the rank of Tehsildar or equivalent.

5.7 All officers and staff appointed by the appropriate Government under this policy shall be subordinate to the Administrator for Rehabilitation and Resettlement.

5.8 The State Government shall appoint an officer of the rank of Commissioner or of equivalent rank of that Government for rehabilitation and resettlement in respect of such cases to which this policy applies to be called the Commissioner for Rehabilitation and Resettlement.

5.9 For the purposes of this policy, the Administrator for Rehabilitation and Resettlement and other officers and employees appointed for the purposes of

RESTRICTED

rehabilitation and resettlement of the affected families shall be subordinate to the Commissioner for Rehabilitation and Resettlement.

5.10 The Commissioner for Rehabilitation and Resettlement shall be responsible for supervising the formulation of rehabilitation and resettlement plans or schemes and proper implementation of such plans or schemes.

CHAPTER – VI

Rehabilitation and Resettlement Plan

The procedure mentioned in this chapter shall be followed for declaration of the affected area, carrying out survey and census of affected persons, assessment of government land available and land to be arranged for rehabilitation and resettlement, declaration of the resettlement area or areas, preparation of the draft rehabilitation and resettlement scheme or plan and its final publication.

6.1 Where the appropriate Government is of the opinion that there is likely to be involuntary displacement of four hundred or more families en masse in plain areas, or two hundred or more families en masse in tribal or hilly areas, DDP blocks or areas mentioned in the Schedule V or Schedule VI to the Constitution due to acquisition of land for any project or due to any other reason, it shall, declare, by notification in the Official Gazette, area of villages or localities as an affected area.

6.2 Every declaration made under paragraph 6.1 of the policy shall be published in at least three daily newspapers, two of which shall be in the local vernacular, having circulation in villages or areas which are likely to be affected, and also by affixing a copy of the notification on the notice board of the concerned gram panchayats or municipalities and other prominent place or places in the affected area and the resettlement 'area, and/or by any other method as may be prescribed in this regard by the appropriate Government.

6.3 Once the declaration is made under paragraph 6.1 of the policy, the Administrator for Rehabilitation and Resettlement shall undertake a baseline survey and census for identification of the persons and families likely to be affected.

6.4 Every such survey shall contain the following village-wise information of the affected families:-

- (i) members of the family who are permanently residing, engaged in any trade, business, occupation or vocation in the affected area;

- (ii) families who are likely to lose, or have lost, their house, agricultural land, employment or are alienated wholly or substantially from the main source of their trade, business, occupation or vocation;
- (iii) agricultural labourers and non-agricultural labourers;
- (iv) families belonging to the Scheduled Caste or Scheduled Tribe categories;
- (v) vulnerable persons such as the disabled, destitute, orphans, widows, unmarried girls, abandoned women, or persons above fifty years of age; who are not provided or cannot immediately be provided with alternative livelihood, and who are not otherwise covered as part of a family;
- (vi) families that are landless (not having homestead land, agricultural land, or either homestead or agricultural land) and below poverty line, but residing continuously for a period of not less than three years in the affected area preceding the date of declaration of the affected area; and
- (vii) Scheduled Tribes families who are or were having possession of forest lands in the affected area prior to the 13th day of December, 2005.

6.5 Every survey undertaken under paragraph 6.4 shall be completed expeditiously and within a period of ninety days from the date of declaration made under paragraph 6.1.

6.6 On completion of the above surveyor on expiry of a period of ninety days, whichever is earlier, the Administrator for Rehabilitation and Resettlement shall, by notification, and also in such other manner so as to reach all persons likely to be affected, publish a draft of the details of the findings of the survey conducted by him -and invite objections and suggestions from all persons likely to be affected thereby. This draft shall be made known locally by wide publicity in the affected area.

6.7 On the expiry of thirty days from the date of publication of the draft of the details of survey and after considering the objections and suggestions received by him in "this behalf, the Administrator for Rehabilitation and Resettlement shall submit his recommendations thereon along with the details of the survey to the appropriate Government.

6.8 Within forty-five days from the date of receipt of the details of the survey and recommendations of the Administrator for Rehabilitation and Resettlement, the appropriate Government shall publish the final details of survey in the Official Gazette.

6.9 The appropriate Government shall, by notification, declare any area (or areas) as a resettlement area (or areas) for rehabilitation and resettlement of the affected families.

6.10 The Administrator for Rehabilitation and Resettlement shall ensure that the affected families may be settled, wherever possible, in a group or groups in such resettlement areas. However, it has to be ensured that the affected families may be resettled with the host community on the basis of equality and mutual understanding, consistent with the desire of each group to preserve its own identity and culture.

6.11 For the purposes of paragraph 6.9 above, the Administrator for Resettlement and Rehabilitation shall draw up a list of lands that may be available for rehabilitation and resettlement of the affected families. "

6.12 The lands drawn up under paragraph 6.11 shall consist of:-

- (a) land available or acquired for the project and earmarked for this purpose;
- (b) Government wastelands and any other land vesting in the Government available for allotment to the affected families;
- (c) lands that may be available for purchase or acquisition for the purposes of rehabilitation and resettlement scheme or plan; or
- (d) a combination of one or more of the above.

However, the Administrator for Rehabilitation and Resettlement should ensure that such acquisition of land does not lead to another set of physically displaced families.

6.13 The Administrator for Rehabilitation and Resettlement, on behalf of the "appropriate Government, may either purchase land from any person through consent award and may enter into an agreement for this purpose, or approach the State Government concerned for acquisition of land for the purposes of rehabilitation and resettlement scheme or plan, keeping in view the contents of paragraph 6.12(b) above.

6.14.1 After completion of baseline survey and census of the affected families and assessment of the requirement of land for resettlement, as mentioned in paragraphs 6.3 and 6.12, the Administrator for Rehabilitation and Resettlement shall prepare a draft scheme or plan for the rehabilitation and resettlement of the affected families after consultation with the representatives of the affected families including women and the representative of the requiring body.

6.14.2 The draft rehabilitation and resettlement scheme or plan shall contain the following particulars, namely:-

- (a) the extent- of land to be acquired for the project and the name(s) of the affected village(s);
- (b) a village-wise list of the affected persons, family-wise, and the extent and nature of land and immovable property owned or held in their possession in the affected area, and the extent and nature of such land and immovable property which they are likely to lose or have lost, indicating the survey numbers thereof;
- (c) a list of agricultural labourers in such area and the names of such persons whose livelihood depends on agricultural activities;
- (d) a list of persons who have lost or are likely to lose their employment or livelihood or who have been or likely to be alienated wholly or substantially from their main sources of trade, business, occupation or vocation consequent to the acquisition of land for the project or involuntary displacement due to any other cause; .
- (e) a list of non-agricultural labourers, including artisans;
- (f) a list of affected landless families, including those, without homestead land and below poverty line families;
- (g) a list of vulnerable affected persons, as indicated at paragraph 6.4(v);
- (h) a list of occupiers, if any;
- (i) a list of public utilities and government buildings which are affected or likely to be affected;
- (j) details of public and community properties, assets and infrastructure;
- (k) a list of benefits and packages which are to be provided to the affected families;
- (l) details of the extent of land available in the resettlement area for resettling and for allotment of land to the affected families;
- (m) details of the amenities and infrastructural facilities which are to be provided for resettlement;

(n) the time schedule for shifting and resettling the displaced persons in the resettlement area or areas; and

(o) such other particulars as the Administrator for Rehabilitation and Resettlement may consider necessary.

6.14.3 The draft scheme or plan may be made known locally by wide publicity in the affected area and the resettlement area (or areas) in such manner as may be prescribed by the appropriate Government.

6.15.1 The draft rehabilitation and resettlement scheme or plan shall also be discussed in gram sabhas in rural areas and in public hearings in urban and rural areas where gram sabhas don't exist.

6.15.2 The consultation with the gram sabha or the panchayats at the appropriate level in the Scheduled Areas under Schedule V of the Constitution shall be in accordance with the provisions of the Provisions of the panchayats (Extension to the Scheduled Areas) Act, 1996 (40 of 1996).

6.15.3 In cases of involuntary displacement of two hundred or more Scheduled Tribes families from the Scheduled Areas, the concerned Tribes Advisory Councils may also be consulted.

6.16 While preparing a draft scheme or plan as specified in paragraph 6.14, the Administrator for Rehabilitation and Resettlement shall ensure that the entire estimated cost of the rehabilitation and resettlement scheme or plan forms an integral part of the cost of the project for which the land is being acquired. The entire expenditure on rehabilitation and resettlement benefits and other expenditure for rehabilitation and resettlement of the affected families are to be

borne by the requiring body for which the land is being acquired. The Administrator for Rehabilitation and Resettlement shall ensure that the entire estimated cost of rehabilitation and resettlement benefits and other expenditure for rehabilitation and resettlement of the affected families is communicated to the requiring body for incorporation in the project cost.

6.17 The Administrator for Rehabilitation and Resettlement shall submit the draft scheme or plan for rehabilitation and resettlement to the appropriate Government for its approval. In case of a project involving land acquisition on behalf of a requiring body, it shall be the responsibility of the appropriate Government to obtain the consent of the requiring body, to ensure that the necessary approvals as required under this policy have been obtained, and to make sure that the requiring body has agreed to bear the entire cost of rehabilitation and resettlement benefits and other, expenditure for rehabilitation and resettlement of the affected families as communicated by the Administrator for Rehabilitation and Resettlement, before approving it.

6.18 After approving the rehabilitation and resettlement scheme or plan, the appropriate Government shall publish the same in the Official Gazette. On final notification of the rehabilitation and resettlement scheme or plan, it shall come into force.

6.19 It shall be the responsibility of the requiring body to provide sufficient funds to the Administrator for Rehabilitation and Resettlement for proper implementation of the rehabilitation and resettlement scheme or plan. As soon as the rehabilitation and resettlement scheme or plan is finalized, the requiring body shall deposit one-third cost of the rehabilitation and resettlement scheme or plan with the Administrator for Rehabilitation and Resettlement.

6.20 The Administrator for Rehabilitation and Resettlement shall keep proper books of accounts and records of the funds placed at his disposal and submit periodic returns to the appropriate Government in this behalf.

6.21 In case of a project involving land acquisition on behalf of a requiring body, an exercise for fast-track updating of land records shall be undertaken concurrently with the land acquisition proceedings. Persons who have acquired any right prior to the date of issue of the notification under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (or such notification under any other Act of the Union or a State for the time being in force under which land acquisition is being undertaken) as per the updated records shall also have right to proportionate compensation along with the original landowners referred to in the said notification.

6.22 In case of a project involving land acquisition on behalf of a requiring body:-

(a) The compensation award shall be declared well in time before displacement of the affected families. Full payment of compensation as well as adequate progress in resettlement shall be ensured in advance of the actual displacement of the affected families.

(b) The compensation award shall take into account the market value of the property being acquired, including the location-wise minimum price per unit area fixed (or to be fixed) by the respective State Government or UT Administration.

(c) Conversion to the intended category of use of the land being acquired (for example, from agricultural to non-agricultural) shall be taken into account in advance of the acquisition, and the compensation award shall be determined as per the intended land use category.

(d) The applicable conversion charges for the change in the land use category shall be paid by the requiring body, and no reduction shall be made in the compensation award on this account.

6.23 In case of a project involving land acquisition on behalf of a requiring body, and if the requiring body is a company authorized to issue shares and

RESTRICTED

80

debentures, the affected families who are entitled to get compensation for the land or other property acquired, shall be given the option to take up to twenty per cent. of the compensation amount due to them in the form of shares or debentures or both of the requiring body, as per the guidelines to be notified by the Central Government:

Provided that the appropriate Government, at its discretion, may raise this proportion up to fifty per cent. of the compensation amount.

6.24.1 Land compulsorily acquired for a project cannot be transferred to any other purpose except for a public purpose, and after obtaining the prior approval of the appropriate Government.

6.24.2 If land compulsorily acquired for a project or part thereof, remains unutilized for the project for a period of five years from the date of taking over the possession by the requiring body, the same shall revert to the possession and ownership of the appropriate Government without payment of any compensation or remuneration to the requiring body.

6.25 Whenever any land acquired for a public purpose is transferred to an individual or organisation (whether in private sector, public sector or joint sector) for a consideration, eighty per cent. of any net unearned income so accruing to the transferor, shall be shared amongst the persons from whom the lands were acquired or their heirs, in proportion to the value at which the lands were acquired. The fund shall be kept in a separate account which shall be administered in such manner as may be prescribed.

CHAPTER - VII

7. Rehabilitation and Resettlement Benefits for the Affected Families

7.1 The rehabilitation and resettlement benefits shall be extended to all the affected families who are eligible as affected families on the date of publication of the declaration under paragraph 6.1, and any division of assets in the family after the said date may not be taken into account.

7.2 Any affected family owning house and whose house has been acquired or lost, may be allotted free of cost house site to the extent of actual loss of area of the acquired house but not more than two hundred and fifty square meter of land in rural areas, or one hundred and fifty square meter of land in urban areas, as the case may be, for each nuclear family:

Provided that, in urban areas, a house of up to one hundred square meter carpet area may be provided in lieu thereof. Such a house, if necessary, may be offered in a multi-storied building complex.

7.3 Each affected below poverty line family which is without homestead land and which has been residing in the affected area continuously for a period of not

RESTRICTED

less than three years preceding the date of declaration of the affected area and which has been involuntarily displaced from such area, shall be entitled to a house of minimum one hundred square meter carpet area in rural areas, or fifty square meter carpet area in urban areas (which may be offered, where applicable, in a multi-storied building complex), as the case may be, in the resettlement area:

Provided that any such affected family which opts not to take the house offered, shall get a suitable one-time financial assistance for house construction, and the amount shall not be less than what is given under any programme of house construction by the Government of India.

7.4.1 Each affected family owning agricultural land in the affected area and whose entire land has been acquired or lost, may be allotted in the name of the khatedar(s) in the affected family, agricultural land or cultivable wasteland to the extent of actual land loss by the khatedar(s) in the affected family subject to a maximum of one hectare of irrigated land or two hectares of un-irrigated land or cultivable wasteland, if Government land is available in the resettlement area. This benefit shall also be available to the affected families who have, as a consequence of the acquisition or loss of land, been reduced to the status of marginal farmers.

7.4.2 In the case of irrigation or hydel projects, the affected families shall be given preference in allotment of land-for-land in the command area of the project, to the extent possible. Such lands may be consolidated, and plots of suitable sizes allotted to the affected families who could be settled there in groups. In case a family cannot be given land in the command area of the project or the family opts not to take land there, such a family may be given monetary compensation on replacement cost basis for their lands lost, for purchase of suitable land elsewhere.

7.4.3 In the case of irrigation or hydel projects, the State Governments may formulate suitable schemes for providing land to the affected families in the command areas of the projects by way of pooling of the lands that may be available or, otherwise, could be made available in the command areas of such projects

7.5 (a) In the case of irrigation or hydel projects, fishing rights in the reservoirs shall be given to the affected families, if such rights were enjoyed by them in the affected area; (b) In other cases also, unless there are special reasons, fishing rights shall be given preferentially to the affected families.

7.6 In case of a project involving land acquisition on behalf of a requiring body, the stamp duty and other fees payable for registration of the land or house allotted to the affected families shall be borne by the requiring body.

7.7 The land or house allotted to the affected families under this policy shall be free from all encumbrances.

7.8 The land or house allotted to the affected families under this policy may be in the joint names of wife and husband of the affected family.

7.9.1 In case of allotment of wasteland or degraded land in lieu of the acquired land, each khatedar in the affected family shall get a one-time "financial assistance of such amount as the appropriate Government may decide but not less than fifteen thousand rupees per hectare for land development.

7.9.2 In case of allotment of agricultural land in lieu of the acquired land, each khatedar in the affected family shall get a one-time financial assistance of such amount as the appropriate Government may decide but not less than ten thousand rupees, for agricultural production.

7.10 Each affected family that is displaced and has cattle, shall get financial assistance of such amount as the appropriate Government may decide but not less than fifteen thousand rupees, for construction of cattle shed.

7.11 Each affected family that is displaced shall get a one-time financial assistance of such amount as the appropriate Government may decide but not less than ten thousand rupees, for shifting of the family, building materials, belongings and cattle.

7.12 Each affected person who is a rural artisan, small trader or self-employed person and who has been displaced shall get a one-time financial assistance of such amount as the appropriate Government may decide but not less than twenty-five thousand rupees, for construction of working shed or shop.

7.13.1 In case of a project involving land acquisition on behalf of a requiring body:-

(a) the requiring body shall give preference to the affected families – at least one person per nuclear family - in providing employment in the project, subject to the availability of vacancies and suitability of the affected person for the employment;

(b) wherever necessary, the requiring body shall arrange for training of the affected persons, so as to enable such persons to take on suitable jobs; .

(c) the requiring body shall offer scholarships and other skill development opportunities to the eligible persons from the affected families as per the criteria as may be fixed by the appropriate Government;

(d) the requiring body shall give preference to the affected persons or their groups or cooperatives in the allotment of outsourced contracts, shops or other economic opportunities coming up in or around the project site; and

(e) the requiring body shall give preference to willing landless labourers and unemployed affected persons while engaging labour in the project during the construction phase.

7.13.2 The affected persons shall be offered the necessary training facilities for development of entrepreneurship, technical and professional skills for self employment.

7.14 In case of a project involving land acquisition on behalf of a requiring body, the affected families who have not been provided agricultural land or employment shall be entitled to. a rehabilitation grant equivalent to seven hundred fifty days minimum agricultural wages or such other higher amount as may be prescribed by the appropriate Government:

Provided that, if the requiring body is a company authorised to issue shares and debentures, such affected families shall be given the option of taking up to twenty per cent. of their rehabilitation grant amount in the form of shares or debentures of the requiring body, in such manner as may be prescribed:

Provided further that the appropriate Government may, at its discretion, raise this proportion up to fifty per cent of the rehabilitation grant amount.

7.15 In cases where the acquisition of agricultural land or involuntary displacement takes place on account of land development projects, in lieu of land-for-land or employment, such affected families would .be given site(s) or apartment(s) within the development project, in proportion to the land lost, but subject to such limits as may be defined by the appropriate Government.

7.16 In case of a project involving land acquisition on behalf of a requiring body, each affected family which is involuntarily displaced shall get a monthly subsistence allowance equivalent to twenty-five days minimum agricultural wages per month for a period of one year from the date of displacement.

7.17 The project authorities shall, at their cost, arrange for annuity policies that will pay a pension for life to the vulnerable affected persons as indicated at paragraph 6.4(v), of such amount as may be prescribed by the appropriate Government subject to a minimum of five hundred rupees per month.

7.18 If land is acquired in cases of urgency, such as under section 17 of the Land Acquisition Act, 1894 or similar provision of any other Act of the Union or a State for the time being in force, each affected family which is displaced shall be provided with transit and temporary accommodation, pending rehabilitation and

resettlement scheme or plan, in addition to the monthly subsistence allowance and other rehabilitation and resettlement benefits due to them under this policy.

7.19 In case of linear acquisitions, in projects relating to railway lines, highways, transmission lines, laying of pipelines and other such projects wherein only a narrow stretch of land is acquired for the purpose of the project or is utilized for right of way, each khatedar in the affected family shall be offered by the requiring body an ex-gratia payment of such amount as the appropriate Government may decide but not less than twenty thousand rupees, in addition to the compensation or any other benefits due under the Act or programme or scheme under which the land, house or other property is acquired:-

Provided that, if a result of such land acquisition, the land-holder becomes landless or is reduced to the status of a "small" or "marginal" farmer, other rehabilitation and resettlement benefits available under this policy shall also be extended to such affected family.

7.20 The affected families may be given the option to take a lump-sum amount in lieu of one or more of the benefits specified in paragraphs 7.2 to 7.19, the amount being determined by the appropriate Government after consultation with the requiring body.

7.21 REHABILITATION AND RESETTLEMENT BENEFITS FOR PROJECT AFFECTED FAMILIES BELONGING TO THE SCHEDULED TRIBES AND SCHEDULED CASTES:

7.21.1 In case of a project involving land acquisition on behalf of a requiring body which involves involuntary displacement of two hundred or more Scheduled Tribes families, a Tribal Development Plan shall be prepared, in such form as may be prescribed, laying down the detailed procedure for settling land rights due but not settled and restoring titles of tribals on alienated land by undertaking a special drive together with land acquisition. The Plan shall also contain a programme for development of alternate fuel, fodder and non-timber forest produce (NTFP) resources on non-forest lands within a period of five years sufficient to meet requirements of tribal communities who are denied access to forests.

7.21.2 The concerned gram sabha or the panchayats at the appropriate level in the Scheduled Areas under Schedule V of the Constitution or as the case may be, Councils in the Schedule VI Areas shall be consulted in all Cases of land acquisition in such areas including land acquisition in cases of urgency, before issue of a notification under the Land Acquisition Act, 1894 or any other Act of the Union or a State for the time being in force under which land acquisition is undertaken, and the consultation shall be in accordance with the provisions of the

Provisions of the Panchayats (Extension to the Scheduled Areas) Act, 1996 and other relevant laws.

Further, in cases of involuntary displacement of two hundred or more Scheduled Tribes families from the Scheduled Areas, the concerned Tribes Advisory Councils (TACs) may also be consulted.

7.21.3 Each affected family of Scheduled Tribe followed by Scheduled Caste categories shall be given preference in allotment of land-for-land, if Government land is available in the resettlement area.

7.21.4 In case of land being acquired from members of the Scheduled Tribes, at least one-third of the compensation amount due shall be paid to the affected families at the outset as first installment and the rest at the time of taking over the possession of the land.

7.21.5 In case of a project involving land acquisition on behalf of a requiring body, each Scheduled Tribe affected family shall get an additional one-time financial assistance equivalent to five hundred days minimum agricultural wages for loss of customary rights or usages of forest produce.

7.21.6 The Scheduled Tribes affected families will be re-settled, as far as possible, in the same Schedule Area in a compact block, so that they can retain their ethnic, linguistic and cultural identity. Exceptions would be allowed only in rare cases where the requiring body in case of a project involving land acquisition, or the State Government in other cases of involuntary displacement, is unable to offer such land due to reasons beyond its control.

7.21.7 The resettlement areas predominantly inhabited by the Scheduled Tribes shall get land free of cost for community and religious gatherings, to the extent decided by the appropriate Government.

7.21.8 In case of a project involving land acquisition on behalf of a requiring body, the Scheduled Tribes affected families resettled out of the district will get twenty-five per cent higher rehabilitation and resettlement benefits in monetary terms in respect of the items specified in paragraphs 7.9, 7.10, 7.11, and 7.12.

7.21.9 Any alienation of tribal lands in violation of the laws and regulations for the time being in force shall be treated, as null and void. In the case of acquisition of such lands, the rehabilitation and resettlement benefits would be available to the original tribal land-owners.

7.21.10 In the case of irrigation or hydel projects, the affected Scheduled Tribes, 'other traditional forest dwellers and the Scheduled Castes families having fishing rights in a river or pond, or dam in the affected area shall be given fishing rights in the reservoir area of the irrigation or hydel projects.

7.21.11 The Scheduled Tribes and Scheduled Castes affected families enjoying reservation benefits in the affected area shall be entitled to get the reservation benefits at the resettlement area(s).

7.21.12 The affected Scheduled Tribes families, who were in possession of forest \ lands in the affected area prior to the 13th day of December, 2005, shall also be eligible for the rehabilitation and resettlement benefits under this policy.

7.22 AMENITIES AND INFRASTRUCTURAL FACILITIES TO BE PROVIDED AT RESETTLEMENT AREAS:

7.22.1 In all cases of involuntary displacement of four hundred families or more en masse in plain areas, or two hundred families or more en masse in tribal or hilly areas, DDP blocks or areas mentioned in the Schedule V or Schedule VI to the Constitution, comprehensive infrastructural facilities and amenities notified by the appropriate Government shall be provided in the resettlement area(s). Such facilities and amenities shall, inter alia, include roads, public transport, drainage, sanitation, safe drinking water, drinking water for cattle, community ponds, grazing land, land for fodder, plantation (social forestry or agro forestry), Fair Price shops, panchayaths, Cooperative Societies, Post Offices, seed-cum-fertilizer storage, irrigation, electricity, health centers, child and mother supplemental nutritional services, children's playground, community centers, schools, institutional arrangements for training, places of worship, land for traditional tribal institutions, burial/cremation grounds, and security arrangements.

7.22.2 In cases of involuntary displacement of less than four hundred families en masse in plain areas, or less than two hundred families or more en masse in tribal or hilly areas, DDP blocks or areas mentioned in the Schedule V or Schedule VI to the Constitution, all affected families shall be provided basic infrastructural facilities and amenities at the resettlement site(s) as per the norms specified by the appropriate Government. It would be desirable that provision of drinking water, electricity, schools, dispensaries, and access to the resettlement sites, amongst others, be included in the resettlement plan approved by the appropriate Government.

7.22.3 If relocation takes place in an existing settlement area, the same infrastructure shall also be extended to the host community.

7.22.4 While shifting the population of the affected area to the resettlement area, the Administrator for Rehabilitation and Resettlement shall, as far as possible, ensure that:

- a) In case the entire population of the village or area to be shifted belongs to a particular community, such population or families may, as far as possible be resettled en masse in a compact area, so that socio-cultural relations and social harmony amongst the shifted families are not disturbed.
- b) In the case of resettlement of the Scheduled Caste affected families, it may, as far as possible, be ensured that such families are resettled in the areas close to the villages.

RESTRICTED

88

7.22.5 The appropriate Government shall ensure that a resettlement area forms part of a grampanchayat or municipality.

7.23 INDEXATION OF REHABILITATION GRANT AND OTHER BENEFITS:

The rehabilitation grant and other benefits expressed in monetary terms in this policy shall be indexed to the Consumer Price Index (CPI) with the first day of April following the date of coming into force of this policy as the reference date, and the same shall also be revised by the appropriate Government at suitable intervals.

7.24 PERIPHERY DEVELOPMENT:

In case of a project involving land acquisition on behalf of a requiring body, the requiring body will be responsible for development of the defined geographic area on the periphery of the project site as decided by the appropriate Government, and will be required to contribute to the socioeconomic development of the areas contiguous to its area of operation. For this purpose, the requiring body will earmark a percentage of its net profit or, in case no profit is declared by the requiring body in a particular year, for that year, such minimum alternative amount as may be determined by the appropriate Government after consultation with the requiring body, to be spent within the specified zone. The requiring body will carry out the developmental activity within this zone in close coordination with the Commissioner for Rehabilitation and Resettlement. The State Governments will be free to frame their own rules and guidelines for this purpose.

CHAPTER -VIII

8. Grievance Redressal Mechanism

8.1 Rehabilitation and Resettlement Committee at the Project Level:

8.1.1 For each project which involves involuntary displacement of four hundred or more families en masse in plain areas, or two hundred or more families en masse in tribal or hilly areas, DDP blocks or areas mentioned in the Schedule V or Schedule VI to the Constitution, the appropriate Government shall constitute a Committee under the chairpersonship of the Administrator for Rehabilitation and Resettlement, where appointed, or some other senior Government official, where the Administrator for Rehabilitation and Resettlement is not appointed, to be called the Rehabilitation and Resettlement Committee, to monitor and review the progress of implementation of the scheme or plan of rehabilitation and resettlement of the affected families, and to carry out post-implementation social audits.

RESTRICTED

8.1.2 The Rehabilitation and Resettlement Committee constituted as above shall include, apart from officers of the appropriate Government, as one of its members:-

- a representative of women residing in the affected area;
- a representative each of the Scheduled Castes and Scheduled Tribes residing in the affected area;
- a representative of a voluntary organisation;
- a representative of the lead bank;
- Chairperson(s) of the panchayats and municipalities located in the affected area, or their nominee(s);
- Members of Parliament and Members of Legislative Assembly of the area included in the affected area;
- the Land Acquisition Officer of the project; and
- a representative of the requiring body.

8.1.3 The procedure regulating the business of the Rehabilitation and Resettlement Committee, its meetings and other matters connected thereto shall be such as may be prescribed by the appropriate Government.

8.2 Rehabilitation and Resettlement Committee at the District Level:

8.2.1 In each district, the State Government shall constitute a standing Rehabilitation and Resettlement Committee under the chairpersonship of the District Collector or, as the case may be Deputy Commissioner of the district, to monitor and review the progress of rehabilitation and resettlement of the affected families in the district excluding those covered by the Rehabilitation and Resettlement Committees at the project level as prescribed in paragraph 8.1.

8.2.2 The composition, powers, functions and other matters relating to the functioning of the Rehabilitation and Resettlement Committee at the District Level shall be such as may be prescribed by the State Government.

8.3 Ombudsman:

8.3.1 An Ombudsman shall be appointed by the appropriate Government, in the manner as may be prescribed, for time-bound disposal of the grievances arising out of the matters covered by this policy.

8.3.2 Any affected person, if aggrieved, for not being offered the admissible rehabilitation and resettlement benefits as provided under this policy, may move an appropriate petition for redressal of his or her grievances to the Ombudsman concerned.

8.3.3 The form and manner in which and the time within which complaints may be made to the Ombudsman and disposed of shall be such as may be prescribed by the appropriate Government.

8.3.4 The Ombudsman shall have the power to consider and dispose of all complaints relating to rehabilitation and resettlement against the decision of the Administrator for Rehabilitation and Resettlement or Rehabilitation and Resettlement Committee and issue such directions to the requiring body the Administrator for Rehabilitation and Resettlement (where appointed, or the other senior Government official appointed for rehabilitation and resettlement, where the Administrator for Rehabilitation and Resettlement is not appointed; or the District Collector/Deputy Commissioner, as the case may be) as he may deem proper for the redressal of such grievances relating to implementation of this policy.

8.3.5 In case of a project involving land acquisition on behalf of a requiring body, the disputes related to the compensation award for the land or other property acquired will be disposed of as per the provisions of the Land Acquisition Act, 1894 or any other Act of the Union or a State for the time being in force under which the acquisition of land is undertaken, and will be outside the purview of the functions of the Ombudsman”.

8.4 Inter-State Project:

8.4.1 In case a project covers an area in more than one State or Union territory where the project affected families are or had been residing, or proposed to be resettled, the Central Government in the Ministry of Rural Development (Department of Land Resources) shall, in consultation with the concerned States or Union territories, as the case may be; appoint the Administrator for Rehabilitation and Resettlement, the Commissioner for Rehabilitation and Resettlement, a common Rehabilitation and Resettlement Committee, and the Ombudsman for the purposes of this policy.

8.4.2 The method of implementation of the rehabilitation and resettlement schemes or plans shall be mutually discussed by the State Governments and the Union territory Administrations, and the common scheme or plan shall be notified by the Administrator for Rehabilitation and Resettlement in the States or Union territories, as agreed to, in accordance with the procedure laid down under this policy.

8.4.3 If any difficulty arises in the implementation of the rehabilitation and resettlement schemes or plans, the matter shall be referred to the Central Government in the Ministry of Rural Development (Department of Land Resources) for its decision, and the decision of the Central Government shall be binding on the concerned States and Union territories.

CHAPTER - IX

9. Monitoring Mechanism

9.1 National Monitoring Committee:

9.1.1 The Central Government shall constitute a National Monitoring Committee, to be chaired by the Secretary, Department of Land Resources for reviewing and monitoring the progress of implementation of rehabilitation and resettlement schemes or plans relating to all cases to which this policy applies. The Committee will have the following or his nominee not below the rank of Joint Secretary as its members:

Secretary, Ministry of Agriculture;
Secretary, Ministry of Coal;
Secretary, Ministry of Commerce;
Secretary, Department of Industrial Policy and Promotion;
Secretary, Ministry of Defense;
Secretary, Ministry of Environment and Forests;
Secretary, Ministry of Law and Justice;
Secretary, Ministry of Mines;
Secretary, Ministry of Panchayati Raj;
Secretary, Planning Commission;
Secretary, Ministry of Power;
Secretary, Department of Road Transport and Highways;
Secretary, Ministry of Railways/Chairman, Railway Board;
Secretary, Ministry of Social Justice and Empowerment;
Secretary, Ministry of Tribal Affairs;
Secretary Ministry of Urban Development; and
Secretary, Ministry of Water Resources.

Besides, in case of a project involving land acquisition on behalf of a requiring body, the Secretary of the concerned administrative Ministry or Department shall be invited as one of the members. Secretary of any other Ministry or Department, and independent expert(s) of eminence in the relevant field(s) may be made special invitee(s) to this Committee.

9.1.2 The duties and procedures of the National Monitoring Committee shall be such as may be prescribed.

9.2 National Monitoring Cell:

9.2.1 The National Monitoring Committee shall be serviced -by a National Monitoring Cell to be constituted by the Central Government for reviewing and monitoring the progress of implementation of rehabilitation and resettlement schemes or plans relating to all cases to which this policy applies.

9.2.2 The National Monitoring Cell constituted under this policy shall be headed by an officer not below the rank of Joint Secretary to the Government of India, and shall be suitably staffed for efficient functioning.

9.3 Information Sharing:

9.3.1 All information on displacement, rehabilitation and resettlement, with names of the affected persons and details of the rehabilitation and resettlement package, shall be placed in the public domain on the Internet as well as shared with the concerned gram sabhas, panchayats, etc. by the project authorities.

9.3.2 The States and Union territories shall provide all the relevant information on the matters covered by this policy to the National Monitoring Cell in a regular and timely manner, and also as and when required.

9.4 Internal Oversight

9.4.1 For each major project covered by this policy, there shall be an Oversight Committee for rehabilitation and resettlement in the Ministry/Department concerned of the appropriate Government.

9.4.2 The composition, functions and procedures of this Committee shall be such as may be prescribed by the appropriate Government.

9.5 External Oversight:

9.5.1 A National Rehabilitation Commission shall be set up by the Central Government with the power to exercise external oversight over the rehabilitation and resettlement of affected families covered by this policy.

9.5.2 The composition, powers and the procedure of transaction of business of the National Rehabilitation Commission shall be such as may be prescribed.

9.6 Commencement:

The National Rehabilitation and Resettlement Policy, 2007 shall come into effect from the date of its publication in the Gazette of India (Extraordinary).

Dr. SUBAS CHANDRA PANI, Secy.

RESTRICTED

93

Annexure III
(Refers to Para 49 of Chapter VII)

MINISTRY OF DEFENCE

Subject : ALIENATION OF DEFENCE LANDS

I am directed to inform you that the Prime Minister has instructed that no transfer/alienation of Defence lands shall take place without prior Cabinet approval. All concerned echelons may be advised accordingly.

2. *Any earlier proposals under examination should be dealt with as per the above instructions.*

Sd/xxx
(Ajit Kumar)
Defence Secretary
September 10. 1997

MoD ID No 12238/Def Secy/97 dated 10 Sep 97.

*The Chief of Army Staff
The Chief of the Air Staff
The Chief of Naval Staff*

RESTRICTED

RESTRICTED

94

Annexure III (Cont'd)
(Refers to Para 49 of Chapter VII)

No. 125/25/ADM/L&C/888-C/D(GS.II)
Government of India
Ministry of Defence
New Delhi, the 24th May, 1976.

To

The Chief of the Army Staff
The Chief of the Naval Staff
The Chief of the Air Staff
The Director General, Ordnance Factories.

Sub : Facilities to be provided to the Kendriya Vidyalaya Sangathan In respect of Central School in Cantonments, etc.

Sir,

In supersession of all previous order* on the above subject, I am directed to convey the sanction of the President to the following facilities being provided by the Ministry of Defence to the Kendriya Vidyalaya Sangathan (Central Schools Organisation) of the Ministry of Education and Social Welfare, in respect of the Schools in Cantonments brought under the Central Schools Scheme:-

(i) MES buildings in which Regimental Schools are housed free of cost would continue to be made available free of cost to the Kendriya Vidyalaya Sangathan (KVS) after they are brought under the Central Schools Scheme, till permanent buildings are put up. No rent will be recovered for school buildings and other buildings on defence owned land to KVS. Nominal rent will be charged from KVS in cases of defence owned buildings situated on lands not belonging to the Ministry of Defence.

(ii) In respect of buildings referred to at (i) above, when maintenance is entrusted to and is taken over by the MES, only the maintenance charges will be recovered from the K VS.

Following procedure will be adopted:-

(a) Funds for maintaining these assets will be worked out by the MES at the percentages laid down for demanding funds for the defence assets. In order to enable, the MES to do this, the K VS will intimate the capital cost of structures and other assets like water supply, electrical installation, etc., and the year of construction, the local MES formations. In the case of roads, length thereof will be indicated.

(b) Funds as worked out on the above basis will be placed at the

RESTRICTED

RESTRICTED

95

disposal of the MES at the beginning of the year and maintenance will be carried out exactly in accordance with the MES departmental rules in vogue within the amount provided.

* Ministry of Defence Letter No. F.25(3)J6J/D(GS. II) dt. 13.3.64, Amendment No. F.25(3)J63JD(GS. ID dt. 2.7 1965. Amendment No. F.25(J)/63/D{GS m dt. 10.3.10, letter No. 3(10)/70/O(GS II) dated 25.1.71, as amended vide Corrigendum No 3(J)/72/W3-C/D/(GS II) dt. 24.2.76 and letter No. 3(10)/70/D(GS. II) dt. 22.8.74.

(c) After the year's accounts are closed/or finally closed the figures of actual expenditure as certified by MES Accounts Officer/CDA will be intimated to the KVS. In this connection it should be noted that the expenditure will not exceed the funds made available by the KVS in case of saving the balance of the amount will be credited to the KVS.

(iii) MES furniture declared surplus will be transferred to KVS on payment of depreciated book value.

(iv) KVS will be permitted to construct essential buildings within the existing campus of the Regimental Schools brought under the Central Schools Scheme subject to the condition that if such buildings are later required for defence purposes, the same will be vacated on payment of suitable compensation by the Ministry of Defence.

(v) Water and power will be supplied by the Cantonment authorities to KVS on payment at prescribed rates as for non-entitled personnel.

NOTE : The word 'power' inclusion normal electric consumption on account of lighting, fans etc.; and the words 'Cantonment authorities' cover both 'MES authorities' and 'Cantonment Authorities', as the case may be.

(vi) Surplus accommodation, if any, in any station where Regimental Schools have been brought under the Central Schools Scheme may be allotted to teachers employed by KVS. The rent for such accommodation will be recovered by the Defence authorities in accordance with Para 16 of Quarters and Rents. Any assistance given by the local military authorities to hire accommodation should not have any financial implications for the Ministry of Defence.

RESTRICTED

RESTRICTED

96

(vii) Minimum essential land required and not on the basis of the optimum limit of 15 acres will be earmarked in each Cantonment wherever Schools in Cantonments have been brought under the Central Schools Scheme and given to KVS on a long term lease basis. Nominal rent of Re. 1/- per annum (without any premium) will be charged for the defence land in token of title. If sufficient land is not available within a particular Cantonment, the required land adjacent to the School area will be acquired by DML&C and leased to KVS at nominal rent of Re. 1/- per annum (without any premium). However, each case of acquisition of additional land will be considered on merits.

(viii) The construction of buildings of KVS, if entrusted to MES at stations where it is functioning, may be undertaken by MES where possible and no departmental charges shall be levied. Works pertaining to Kendriya Vidyalaya Sangathan are to be executed by Military Engineering Services as 'AGENCY SERVICE' and not as 'DEPOSIT WORKS'. Administrative approval to the estimated expenditure will be obtained by KVS from the authority concerned and funds obtained and placed at the disposal of MES, who will then be responsible for design, specification and for execution in accordance with the regulations.

2. The orders contained in the preceding paragraph will apply also to Schools set up or to be set up for KVS at permanent Military/Naval/Air Force and Defence Production stations not formally constituted as Cantonments but where large number of Defence employees are stationed.

3. Sanctions for transfer of land and buildings and construction of buildings by MES on agency basis will be issued by the Ministry of Defence on the basis of the general principles mentioned in the preceding paragraphs.

4. Formal lease deeds will be got executed in the form attached in all cases of transfer of land and buildings and no transfer of land and buildings will be effected by lower authorities without Government sanction. Cases of transfer of land and buildings will be regulated by a single agency, namely, the Military Lands and Cantonments Organisation in consultation with the Service/Department concerned. However, in respect of cases of transfer of land and buildings belonging to the Ordnance Factories, the same shall be regulated by the Director General, Ordnance Factories.

5. This issues with the concurrence of the Ministry of finance (Defence) vide their D.O. No. 796/G8.11 of 1976.

Yours faithfully,
Sd/-

(S.K. MENON)

Under Secretary to the Govt. of India.

RESTRICTED

RESTRICTED

97

Annexure III (Cont'd)
(Refers to Para 49 of Chapter VII)

No.3 (4)/85/1900-B/D (GS-If)/85
Government of India
Ministry of Defence
New Delhi, the 15th July 1985

To

The Chief of the Army Staff,
The Chief of the Air Staff,
The Chief of the Naval Staff,
The Director General, Ordnance Factories.

Subject: Transfer of Land for setting up of Kendriya Vidyalayas--Delegations of powers to GOC-in-C Command HQrs.

Sir,

I am directed to refer to this Ministry's letter No. PC(2) to MF No. 125/25/ADM/L&Cj888-C/D (GS. II) dt. 24th May 1976 as amended from time to time and convey the sanction of the President to the delegation of powers to GOC-in-C of the Command Headquarters for issuing orders for transfer of land subject to the fulfillment of the following conditions:

- (a) The area to be allotted should not exceed 18 acres and in accordance with the land norms laid down by the Ministry.
- (b) It should be owned by the Ministry of Defence and not requisitioned land.
- (c) Orders will be issued in consultation with the Director DG DL&C concerned.

2. The Army Commanders will send a quarterly, report to the Ministry in the prescribed proforma giving all the details of cases in which land is allotted by them to the Kendriya Vidyalaya Sangathan for the KVS. The report would cover all KVs. in Command, those for which land have been allotted prior to the quarter, those for which lands have been allotted during the quarter and also those to which land still remains to be allotted. In respect of the KVs to which lands have been allotted, the quarterly report would also cover the progress of the sanctioned construction of permanent buildings by the K. V.S. for each of these Kendriya Vidyalayas.

3. The progress will be reviewed in the Ministry once in a quarter with the representative of the Services HQrs. (DGM) may furnish the quarterly report to

RESTRICTED

RESTRICTED

98

the Ministry Joint Secy (G) giving all the necessary details. In respect of Navy and Air Force, similar reports may be forwarded to JS(N) and JS (Air).

4. This issues with the concurrence of Ministry of Defence (Finance Division) vide their U.o. No. 656-DFA (GS) of 1985.

Yours faithfully,

Sd/

(S.K. SHARMA)
Desk Officer

RESTRICTED

RESTRICTED

99

Annexure III (Cont'd)
(Refers to Para 49 of Chapter VII)

No. 18/33/L/L&C(67{2048{D(Lands)
Government of India
Ministry of Defence
New Delhi, dated the 23rd Mar. 1987.

To

The Chief of the Army Staff 10 copies.

Sub: Reclassification of lands transferred for setting up Kendriya Vidyalaya-
Delegation of powers to GOC-in-C Command HQ.

Sir,

I am directed to refer to Ministry of Defence letter No. 3(4)/85/1900-B/D(GS-II)/85 dt 15-7-85 delegating powers to the GOC-in-Command HQ for transfer of land for setting up Kendriya Vidyalayas and to convey the sanction of the President to the delegation of powers to GOC-in-C/FOC-in-C/AOC-in-C of the Command HQ to also sanction reclassification of land so transferred within the Cantonments from existing classification to class B-3 and consequential amendments of the GLR and GLR Plan. After issue of the requisite sanction by the GOC-in-C etc. of the Command Hq as above necessary entries in the GLR/GLR Plan etc. would be made by the Defence Estates Officer.

Yours faithfully

Sd,-

(T.K. BURMAN)
Under Secretary to the Govt. of
India

RESTRICTED

RESTRICTED

100

Annexure III (Cont'd)
(Refers to Para 49 of Chapter VII)

No.3 (4)/85-2334-B/D (GS-II)
Government of India
Ministry of Defence
New Delhi, the 23rd Sept. 1986

To

The Chief of the Army Staff,
The Chief of the Air Staff,
The Chief of the Naval Staff,
The Director General, Ordnance Factories

Subject: Transfer of Building for setting up of Kendriya Vidyalayas-Delegations of powers to GOC-in-C, FOC-in-C and AOC-in-C, Command HQrs.

Sir,

I am directed to refer to this Ministry's letter No. PC(2) to MF No. 125/25/ADM/L&C/888-C/D (GS. II) dt. 24th May 1976 and letter No. 3(4)/85/1900-B/D (GS-II) dt. 8-1-86 and to convey the sanctions of the President to the delegation of powers to GOC-in-C/ FOC-in-C/ AOC-in-C Command Headquarters for issuing orders for transfer, on lease basis, of MES buildings where regimental schools are housed to KVS after they are brought under the KVS Scheme, till permanent buildings are constructed by KVS. No rent will be recovered for such buildings. Nominal rent will, however, be charged from KVS in case Defence Buildings are situated on land not belonging to the Ministry of Defence.

(c) Such orders will be issued in consultation with Director, DE Command and MES at the Station concerned.

4. This issues with the concurrence of Ministry of Defence (Finance Division) vide their u.o. No. 3295/GS of 1986.

Yours faithfully,

Sd/-

(S.K. SHARMA)

Desk Officer

RESTRICTED

RESTRICTED

101

Annexure III (Cont'd)
(Refers to Para 49 of Chapter VII)

No. 3(4)/8 5/590-B/D(GS- II)
Government of India
Ministry of Defence
New Delhi, the 28th March, 1988.

To

The Chief of the Army Staff
The Chief of the Air Staff
The Chief of the Naval Staff
The Director General, Ordnance Factories.

Sub: Transfer of building for setting up of Kendriya Vidyalayas--Delegations of powers to GOC-in-C, FOC-in-C and AOC-in-C. Command HQrs.

Sir,

In continuation of the Ministry's letter No. 3(4)/85/2nLB/D(GS-II) dt. 23 Sept. 86 I am directed to convey the sanction of the President to the delegation of powers to GOC-in-C, FOC-in-C and AOC-in-C Command HQ for issuing orders for disposal of assets standing on defence owned land considered suitable for being leased out to KVS in pursuance of the Ministry's letter No. 3(4)/85/1900-B/D(GS-II) dt. 15 July 85 as follows :-

(a) After the assets have been identified by a Board of Officers suitably constituted by the concerned Area/Station Commander will determine whether the assets in question can be spared without detriment to the needs of the user. The Board will also make suitable recommendations regarding siting, type and quantum of assets that may need to be created in lieu. For this purpose use will be made of existing land and new acquisition will not be considered. The Board will also determine the current value and inventory of the assets being considered for disposal.

(b) In case the Board recommends transfer/disposal of the assets as above, GOC-in-C Command will convene a fresh Board of Officers including a representative of the KVS at an appropriate level to determine whether the assets are usable by the KVS with or without modification and accordingly make specific recommendations as to their transfer to the KVS or demolition. The GOC-in-C may then pass orders accordingly. In case of transfer the KVS will pay the book value, of the assets to the Defence..... In case of demolition, which will be carried out in accordance with MES regulations, the K VS will pay the Book value less the net proceeds accruing out of disposal/demolition if any. In other words, the assets will be disposed off at no cost to the Defence.

RESTRICTED

RESTRICTED

102

2. Provided that, if the book value of the assets in question in case of transfer exceeds two lakhs or in the case of demolition exceeds two lakhs, the necessary sanction will be accorded by the Government.

3. This issues with the concurrence of Ministry of Defence (Finance Division) vide their u.o. No. 892/GS of 1985.

Yours faithfully,

Sd/-

(S.K. SHARMA)
DESK OFFICER

RESTRICTED

RESTRICTED

103

Annexure IV
(Refers to Para 50 of Chapter VII)

No.740/I/L/L&C/70/ 3761/D(Lands)
Government of India,
Ministry of Defence,
New Delhi, the 4th May, 1973

To

The Director.
Military Lands & Cantonments,
New Delhi. {1 00 copies}

Sub. : Delegation of power to grant licences to registered education institutions for use of defence lands and playgrounds on nominal fee.

Sir,

I am directed to convey the sanction of the President to the delegation to the Director, Military Lands & Cantonments of the power to grant licenses to registered educational institutions for use of Defence lands on payment of nominal fees, subject to the following conditions:-

(i) Prior confirmation of the Service HQrs. concerned that the land is not required for Defence purposes will be obtained by the DDML&C. If there is disagreement on this point between the Services HQrs. and the DML&C, orders of the Ministry will be obtained.

(ii) The period of license will not exceed five years at a time.

(iii) Terms and conditions of the license will be in accordance with the policy laid by the Government from time to time. The licenses should be liable to be rescinded at any time by giving one month's notice.

2. This issues with the concurrence of the Ministry of Finance (Defence) vide U.o. No. 1736/QB of 1973.

Yours Faithfully.

Sd/-

(R.C. Jain)
Under secretary to the Govt. of India

RESTRICTED

RESTRICTED

104

Annexure V
(Refers to Para 53 of Chapter VII)

Ministry of Defence

Subject : Formulation of Policy for licencing of Defence land for setting up advertisement hoardings.

The immediate background for laying down a uniform policy for display of advertisement hoardings on defence lands has been provided for by the case relating to Bangalore where the Sub area Commander, Bangalore issued a ban/objection to the renewal of existing licences of sites for display of advertisement hoardings in all numbering 84. These advertisement hoarding sites were licenced by public auctions held in April, 1985/May, 1985 for a period of two years and in the event of non renewal, the Government would have to bear an annual loss of about ₹. 7 lakh. Such hoardings have been existing there for the last several years and the disposal of the sites earlier was being done by the local Military authorities themselves. The decision that this should be undertaken by the DEO was taken only in 1982. In 1987, the local Military authorities (Stn Commander, Southern Command) had banned the hoardings in the Defence area on the ground that these hoardings posed security risk to the VVIPs passing thorough the concerned roads in the area.

1. In order that uniform priniples/procedure on the licencing of defence lands for setting up advertisement hoardings are followed and that military point of view in this reagd is also duly taken into consideration. The policy on the subject of licencing of defence lands for setting up and display of advertisement hoardings should be as follows:-

(i) In respect of defence lands situated in the metropolitan towns of Delhi, Calcutta, Madras and Bombay adjacent to these towns the location of defence of advertisement hoardings on defence lands, distance lands, distance between hoardings, their sizes and heights shall be decided by a committee consisting of DEO, a representative of Station Commander, a representative of Police Commissioner and a representative of Municipal Corporation (or any other authority regulating and permitting advertisement hoardings in Municipal area adjacent to defence land) keeping in view aesthetic considerations, safety and public convenience. However, in regard to other defence lands outside cantonments, the Committee shall consist of the Station Commander and the Defence Estate Officer. In so far as lands under his management is concerned, the DEO will dispose it off keeping in view the consideration mentioned above.

(ii) The licencing of defence land for the purpose of advertisement hoardings shall be done only by the DEO both in respect of defence lands placed under his management as well as other lands controlled by the

RESTRICTED

Army/Navy/Air Force in respect of which a no objection for the purpose will be given by the Station Commander concerned.

(iii) The period of licence in each case shall uniformly be two years. However in the event of defence or Government requirement or default or breach of any terms and conditions on the part of licensee, the licence shall be terminable by the Defence Estate Officer on giving one month's prior notice to the licensee and in such a case, no compensation shall be payable to the licensee.

(iv) Disposal of licences shall be made through public auction, a notice whereof shall be published atleast fourteen days before the date of auction in two daily news papers, one of which shall be in English and the other in the regional language of the region having circulation in the locality. Wide publicity of the auction shall also be made by affixing a copy of the notice at the notice board of the office of the DEO and by forwarding copies of the notice to principal public/Military offices in the vicinity for display on notice boards. A copy of the auction notice would also be sent to the last licensee of the site if any.

(v) However, in cases where for reasons to be recorded in writing, the DEO is of the view that disposal of licences by public auction would be detrimental to the financial interest of the Government, he may with the prior approval of the Director, Defence Estates the command dispose of the same by inviting tenders by a public notice, the tender notice shall be given similar publicity as in the case of public auction.

(vi) Subject to his satisfaction, the DEO shall be competent to accept the highest bid at public auction or the highest tender as the case may be where the amount of annual licence fee in respect of a site does not exceed ₹. 25000/- For such amount exceeding ₹. 25000 the Director Defence Estate the Command shall be the approving authority.

(vii) The successful bidder/tenderer shall have to deposit a security amount equal to six months licence fee. In addition, he shall also have to pay one year's licence fee in advance from time to time during licence period.

(viii) In the event of termination/determination of licence by the DEO only proportionate part of the licence fee for the unexpired period of licence as may have already been paid by the licensee in advance shall be refunded to him.

3. The aforesaid decisions shall not be applicable to the lands inside Cantonments which are placed under the management of Cantonment boards.

RESTRICTED

106

4. This issues with concurrence of Ministry of Defence (Finance) vide their u.o. No. 3145/W-1/89, dated 16th November 1989.

(MS Virdi)
Under
Secretary

D.G.D.E
Army HQs
C.G.D.A
D.A.D.S

D(Air-II)
D(N-IV)
D(R&D)

Ministry of Defence (Finance) W-1

M of D ID No. 724/6/L/L&C/83-Vol. IV dated 20.11.1989

Copy to :- D(R&D) -In respect of department of DRDO
D(B&C) - In respect of Department of Defence Production and Supplies.

RESTRICTED

RESTRICTED

107

Annexure VI
(Refers to Para 60 of Chapter VII)

No. 11011/2/77D(Lands)
Government of India
Ministry of Defence
New Delhi, the 12th October, 1977.

To

The Chief of the Army Staff,
The Chief of the Naval Staff,
The Chief of the Air Staff,
The Director, Military lands & Cantonments.

Sub: Procedure for requisitioning and hiring of immovable properties.

Sir,

In supersession of all orders laying down the procedure for requisitioning and hiring of immovable properties issued in the past, cases will be regulated in accordance with the following instructions:-

GENERAL POLICY

2. (a) As an overriding principle, no immovable properties be hired or requisitioned unless its possession is considered of vital importance to meet Defence requirement.

(b) While ML&C Service will be responsible for hiring of the properties, payment of rental and other compensation, etc., requisitioning will be effected by the Collector and other local revenue authorities to whom the powers of "competent authority" have been delegated under the Requisitioning and Acquisition of Immovable Property Act 1952 and the rules made thereunder.

HIRING

3. As far as possible, all lands and buildings, which it is found necessary to obtain for the Defence purposes, will be hired by private negotiations with the owners. Before any land or building is taken on hire for military purposes, the necessity for such action must be accepted by the competent administrative authority as defined in paragraph below.

RESTRICTED

Requisitioning

4. The RAIP Act, 1952, empowers immovable property to be requisitioned for any public purpose in the circumstances mentioned in the Act. The administrative authority as mentioned in Para 6 below may sanction requisitioning of properties required only in connection with the operations or other similar emergent needs which cannot be postponed and for which obtaining of Government sanction may delay matters to such an extent as to defeat the object in view. In the remaining cases where requisition of immovable property is desired to be resorted to prior approval of the Govt. should be obtained.

5. When the Administrative approval for the requisitioning of immovable property is accorded by the competent authority without the prior approval of the Govt. as per Para 4 above, the case shall be reported to the Government within a period of fifteen days of the date on which administrative approval to the requisitioning has been accorded. The report will, inter alia, indicate the extent of the area sanctioned for requisitioning and the reasons why requisitioning was resorted to. A copy of the Administrative Approval will also be attached to the report.

6. Competent Administrative authorities and limits of power for sanctioning hiring and requisitioning of immovable properties for any Defence purposes are as follows:-

(a)	General Officer Commanding-in-Chief/ Equivalent Naval Commander/AOC-in-C	₹ 50000/-per property
(b)	Commander of a Corps, Division/Area, indep Sub Area of Indep Bde Gp/equivalent Naval/ Air Force Commander	₹ 25000/-per property
(c)	Commander of a Bde, Bde Area or sub-Area /equivalent Naval/Air Force	₹ 5,090/- per property

Note: These powers will be calculated as follows:-

(a) In Case of hiring: Initial amount of non-recurring compensation, if any, plus one

(b) In Case of requisitioning: year's rental/recurring compensation.

(c) The term "per property" means immovable property, i.e., lands/buildings hired or requisitioned at a point of time for the same purpose irrespective of the fact whether the property/properties is/are owned by one or more persons.

7. Proposals for hiring or requisitioning of immovable property which do not fall within the powers of the competent authorities mentioned in Para 6 above or where the property is required for purposes other than those authorised in Barrack Synopsis, Quarters and Rents, MES Regulations or other Govt. Orders issued from time to time, will require the sanction of the Govt. of India.

8. All proposals requiring the sanction of the Govt. of India will contain a definite recommendation in regard to the particular method of taking possession which it is proposed to adopt i.e., by hiring or requisitioning, and shall be accompanied by the following information/documents:

- (i) Size, description and location of property required.
- (ii) Particular purpose for which the property is required.
- (iii) Urgency, i.e., the date by which the possession is required.
- (iv) Minimum period for which required.
- (v) Amount of initial non-recurring compensation, if any, and annual rent/compensation.
- (vi) Whether there is any political, religious, or other objection.
- (vii) Site plan of the land.
- (viii) Elevation plan of the building.

9. Accommodation required for Service Officers, separated families, messes and office accommodation will be hired under the provisions of Quartering Regulations. The authority competent under the Quartering Regulations will issue the financial sanction. The procedure laid down in Para (a) of Govt. letter No. C-00327 / A3(B-I)/571D(Q&C), dt 5-2-76 as amended from time to time for hiring of accommodation would be followed. The role of MLC Service Officers (Military Estate Officers) is limited to executive duties connected with the hiring of accommodation.

10. As regard hiring of lands, ML&C Service will also ensure that the rent at which the lands are hired is reasonable.

11. Copies of letter conveying administrative approval for hiring under these orders as well as under Quartering Regulations and for requisitioning will be forwarded to the Officer concerned of the ML& C Service and to the Controller of Defence Accounts.

RESTRICTED

110

12. In terms of Rule 9 of the RAIP Rules, 1953, the following Officers of the ML&C Service are authorised to approve the compensation fixed by the Collector/Land Acquisition Officer, to the extent indicated below:-

	Designation	Annual rental or recurring payments or compensation on entry for surrender per property
(a)	Deputy Directors, Military Lands and Cantonments in Commands	₹. 50,000.00
(b)	Assistant Directors, Military Lands and Cantonments in Commands, Corps Division/Area.	₹.25,000.00
(c)	Military Estates Officers	₹.5,000.00

NOTE : The term "per property" means immovable property i.e., lands/buildings hired or requisitioned at a point of time for the same purpose irrespective of the fact "whether the property/properties is/are owned by one or more persons.

13. Rental and compensation which exceeds the financial powers given above will be referred to the next higher authority shown in Para 12. Cases in which the annual liability or compensation exceeds ₹ 50,000 will require the approval of the Ministry of Defence.

14. The above limits of powers and authority by whom they are exercisable will also hold good in the matter of approval of rentals/compensation payable on surrender, if any, in respect of the hired properties.

15. The competent authority mentioned in Para 6 above is also empowered to sanction continued hiring immovable properties held for ten years or more and hiring sanction of which expired on or before 27-9-1977 for further period not exceeding beyond 31-12-1990 or till its de-hiring whichever ever is earlier. (Amended in 1985).

16. The procedure indicated above will not apply to the hiring or requisitioning of jute mills or factories or of immovable properties other than residential accommodation for Service Officers, within the Municipal and Corporation limits of New Delhi. Hiring/Requisition of immovable properties intended for use as office accommodation by the Ministry of Defence, DHQ and their attached units will continue to be the responsibility of the Ministry of Works and housing.

17. Accommodation hired or requisitioned under this procedure will conform, as far as possible, to prescribed scales. Whenever different scales of accommodation are specified in different orders/instructions the lowest scales shall be adopted.

RESTRICTED

RESTRICTED

111

18. Save as provided in Para 4 and 5 above, these orders do not in anyway, abrogate or limits the orders relating to procedure for operational works issued under the Ministry of Defence letter No. 05633/Q3 W(iii)/204/Q/D.8/48, dated 23rd January 1948, as amended from time to time.

19. Necessary Administrative instructions will be issued by you.

20. Officers of Military Lands and Cantonments Service who have to effect payments of rentals and compensation in discharge of their executive functions will obtain from the Controller of Defence Accounts concerned, as assignment of a suitable amount to be fixed in consultation with Controller or Defence Accounts concerned from which all payments within the financial powers delegated to them will be made.

21. All records relating to immovable properties hired for requisitioned will be maintained by Military Lands and Cantonments Service. However, particulars or any works done at Govt. expense, e.g. additions or alterations to buildings; erection of new buildings etc., will be recorded by the MES and information in respect thereof will be furnished to the Military Lands and Cantonments Service.

22. This issues with the concurrence of Ministry of Finance (Defence) vide their u.o. No. 1981 /W /VI of 1977

Yours faithfully,

Sd/-

(M.S. SOKHANDA)

Under Secretary to the Govt of India.

RESTRICTED

RESTRICTED

112

Annexure VI (Cont'd)
(Refers to Para 60 of Chapter VII)

No. 11012/2/2002/D (Lands)
Government of India
Ministry of Defence

New Delhi, the 3rd Jun 2008

CORRIGENDUM

In supersession of corrigendum issued vide Ministry of Defence letters No. PC-10/4/Reqn/Policy/DE/760/DO(S)D(L) dated 11th October 1996 and NO. 11012/2/2002/D(Lands) dated 9th October 2007, to Ministry of Defence letter No. 11011/2/77/D(lands) dated 12th October 1977, regarding procedure for requisitioning and hiring of immovable properties, the following amendments are made to Ministry of Defence letter dated 12.10.1977, read-with corrigendum dated 11.10.1996 and dated 9.10.2007, referred to above. In so far as **to relates to requisitioning and hiring of lands in the State of Jammu & Kashmir:-**

Administrative

- (i) In Sub Para (a), (b) and (c) of Para 6.

FOR

(a)	General Officer Commanding-in-Chief Northern Command/Western Command/ Equivalent AOC-in-Chief	₹ 10,00,000/- per property
(b)	Commander of Corp/Division/Area, Independent Sub Area, Indep Bde Gp in Northern Command/Western Command/ Equivalent Air Force Commanders	₹ 7,50,000/- per property
(c)	Commander of a Bde Area or Sub Area in Northern Command/Western Command/ Equivalent Air Force Commanders	₹ 5,00,000/- per property

RESTRICTED

RESTRICTED

113

READ

(a)	General Officer Commanding-in-Chief Northern Command/Western Command/Equivalent AOC-in-Chief	₹ 30,00,000/- per property
(b)	Commander of Corp/Division/Area, Independent Sub Area, Indep Bde Gp in Northern Command/Western Command/Equivalent Air Force Commanders	₹ 22,00,000/- per property
(c)	Commander of a Bde Area or Sub Area in Northern Command/Western Command/Equivalent Air Force Commanders	₹ 15,00,000/- per property

Financial

(ii) Existing sub Para (a), (b) and (c) of Para 12 be substituted by the following:-

FOR

(a)	Designation.	Annual rentals' or recurring payments or compensation on entry or surrender per property.
(b)	Principal Director/Directors Defence Estates in Northern and Western Commands.	₹. 10,00,000/- per property
(c)	Joint Directors, Defence Estates in Northern and Western Commands.	₹. 7,50,000/- per property
	Defence Estates Officers in Northern and Western Commands.	₹. 5,00,000/- per property

READ

	Designation.	Annual rentals' or recurring payments or compensation on entry or surrender per property.
(a)	Principal Director/Directors Defence Estates in Northern and Western Commands.	₹. 30,00,000/- per property
(b)	Joint Directors, Defence Estates in Northern and Western Commands.	RS. 22,00,000- per property
(c)	Defence Estates Officers in Northern and Western Commands.	RS. 15,00,000- Per property

RESTRICTED

RESTRICTED

114

2. The enhanced administrative and financial powers delegated under this letter shall be exercisable by respective authorities mentioned above in respect of the land already requisitioned/hired and the land to be requisitioned/ hired in future.
3. The competent authority mentioned in Para (i) and (ii) above (as amended), is also empowered to sanction continued hiring of immovable properties held for a further period(s), as required.
4. Where the rental compensation has been sanctioned by the competent authority as per orders in vogue prior to issue of this letter and some lower authority becomes competent to issue sanction for payment of rentals with the issue of this letter, that authority would be competent to sanction payment of rentals even if the earlier orders in the case were issued by a higher authority.
5. This issue with the concurrence of Ministry of Defence (Finance Division) vide their U.O. No. 593/F/W. I/08 dated 3.6.2008.

Yours faithfully

(Lalit Chauhan)

Under Secretary to the Government of India

To,
The Chief of the Army Staff,
The Chief of the Air Staff,
The Chief of the Naval Staff,
The Director General, Defence Estates (5 copies)

Copy to ;

1. The controller General of Defence Accounts, New Delhi
2. The Director of Audit, Defence Services, New Delhi
3. The PCDA. Western and Northern Commands (ink signed signed copies)

RESTRICTED

RESTRICTED

115

Annexure VI (Cont'd)
(Refers to Para 61 of Chapter VII)

No 10/4/HRG/Policy/DE
Government of India
Ministry of Defence,
Dte of Gen Defence Estates,
West Block – IV, RK Puram
New Delhi – 110066

03 May 91

To
The Director, DE
Central Command
Lucknow Cantt.

**SUB : HIRING OF ACCOMMODATION UNDER THE PROVISION OF
QUARTER & RENTS & MES REGULATIONS**

1. Reference DEO Bareilly D.O. letter number UP/1264/HRG dated 27 Feb 91 and DO of even number dated 04 March 91.
2. The basic question/doubt that has arisen in this Commanders under Para 4 of "Quartering & Rents" for the purposes specified under its sub paras or hiring of all accommodation has to be regulated as per para (6) and (7) of Govt letter No 11011/2/77/D(Lands) dated 12 Oct 77 and whether para 9 of the Govt letter is independent of paras (6) & (7) thereof,
3. The case has been examined in detail with reference to various Govt letters issued on the subject from time to time, warranting special attention to the Govt to the Govt letters indicated in the margin. Para 4 of "Quarters & Rents" stipulates hiring of accommodation for all Military officers (including RAF officers and Departmental officers), office Messes for units & separated family accommodation. Para 9 of Govt of India, Min of Defence letter No A/25577/Q3(H)/791-s/D(Qtg) dated 13 Dec 62 stipulated that "Building or land may also be hired under Para 4 of Quarters & Rents or under para 216 of MES Regulations by the authorities and for the purpose specified in these rules". Government of India, Min of Defence letters dated 27 Jun 72 and 14 Nov 76, as mentioned in the margin, reproduced the same provisions only. Although Govt of India, Min of Defence letter NO 11011/2/77/D(Lands) dated 12 Oct 77 was issued in suppression of all previous orders on the subject, this however, didn't supersede the statutory provisions of the Quarter & Rents or MES Regulations. Para 9 of Govt letter dated 12 Oct 77, as which is in vogue, also stipulates the same provisions as contained in earlier Govt letter issued from time to time and

RESTRICTED

RESTRICTED

116

did not put any embargo on hiring of accommodations under the provisions of "Quarters & Rents" and MES Regulations. The intention of the Govt is very clear in making provisions for hiring of accommodation under Para 4 of Quarter & Rents & MES Regulations for cases covered under these rules which was to facilitate and accelerate early procurement of buildings required for Married Accommodation, Mess, office & separated family accn etc. as this is a quicker process in comparison to normal staff channel being followed.

4. In view of the position explained above, we are of the view that accommodation required for Service officers, separated Family, Office and messes can be hired under the MES Regulations and Para 4 of "Quarter & Rents" and the Station Commanders are competent to issue Financial sanctions also as no financial restrictions have been imposed on the Station Commanders for hiring of accommodation for the purposes specified in these rules. Hence, we are of the considerable opinion that Para (9) of Govt letter dated 12 Oct 77 authorising hiring of accommodation for Service officers, separated family accommodation under the Quartering Regulations is independent of Para (6) & (7) of the letter *ibid*.

Sd/xxxxx
Director General
Defence Estate

Copy to :

All Director, The Command

The DEO Bareilly – wrt. his letters cited under reference for information and guidance please.

RESTRICTED

RESTRICTED

117

Annexure VII
(Refers to Para 62 of Chapter VII)

No. 11021/1/76/D (Lands)
Government of India,
Ministry of Defence,
New Delhi, the 29th Sept 1977

To

Chief of Army Staff,
Chief of Naval Staff,
Chief of Air Staff,
Director, Military Lands & Cantonments.

Sub : Disposal of permanently surplus military lands procedure for

Sir,

I am directed to say that in supersession of all previous orders on the subject, the procedure for disposal of Defence Land declared permanently surplus to Defence Requirements will be as laid down in the succeeding paragraphs.

2. All Defence holdings will be reviewed once in a year by the concerned Service Headquarters with a view to identifying the lands which are permanently surplus to Defence requirements and which could be disposed of. The review should be with reference to 31st March of every Year. If any land is surplus to the requirements of the Service HQ which hold it, the Service Headquarters concerned should consult the other two Service Headquarters, Departments of Defence Production Defence Research and Development, DGAFMS and DGNCC. The respective Service Headquarters should complete the consideration in their own Headquarters as quickly as possible and also consult the other organizations under the ministry of Defence and submit the result of their review to Government by 29th November of each year with full details of lands found to be permanently surplus and not required by any other Defence users. If as a result of review they have no land to declare as permanently surplus the fact should also be reported.

3. Defence Ministry will take a view in the case and obtain orders of Ministry by 30th December and lands if any declared as permanently surplus, shall there be placed at the disposal of DML&C for further action.

4. The general method of disposal will be sale by public auction through an auctioneer appointed by Government for this purpose. The minimum reserve price for auction will be the market value of land as assessed in consultation with the local revenue authorities plus that of the assets, if any, assessed by the technical staff of the ML&C provided it does not exceed ₹ 50,000/- in each case If

RESTRICTED

the market value of assets, if any, assessed by the technical staff of the ML&C provided it does not exceed ₹. 50,000/- each case. If the market value of assets as assessed exceeds ₹. 50,000/- in any case, valuation will be entrusted to the MES. Full details showing how the market value of the land and assets has assessed will be kept on record and the MRP in each case will be approved by the Government. No request from the ex-owner of an acquired property or his successor for negotiated reconveyance of the property to him will be entertained. As far as possible the auction will be held at the site, after giving full publicity through press and display on notice boards of the nearby public offices. The auction notice will be issued at least six week before the date fixed for auction. The auction will be supervised and the highest bid accepted, as per the following instructions:-

(a) Auction of surplus military lands where the market value of land, trees and other assets standing thereon does not exceed ₹. 50,000/- will be supervised personally by Assistant Director, Military Lands & Cantonments of the Command. The supervising officer can accept the highest bid in respect of the property provided it is not less than the approved reserve price.

(b) Auction of surplus military lands in respect of which market value of land, trees and the assets standing thereon exceed ₹. 50,000/- will be supervised personally by the Dy. Director Military Lands & Cantonments of the Command. He can accept the highest bid in respect of the property provided it is not less than the reserve price fixed by the Government.

(c) All cases in which the highest bid received at public auction is less than the reserve price fixed by Govt. will be referred to the Government for orders.

5. Notwithstanding the general procedure outlined in the preceding paragraph, sale by private treaty of surplus military lands to the following in the order of priority in which they appear to below could also be considered :-

- (i) Other Ministries of the Central Government
- (ii) State Government
- (iii) Local Bodies
- (iv) Educational and charitable institutions
- (v) Ex-Servicemen

In the case of Ex-Servicemen the offer will be in respect of only one building plot where the land is being sold after preparation of lay out. Priority holder other than Central Ministries and State Govt. have to furnish proof of their

RESTRICTED

119

claim to priority and full justification of their need for the land. Prior to the issue of notice of auction details of lands to be sold will be forwarded by DG DL&C to the Central Ministries of the Govt. of India, the Chief Secretary of the State in which it is situated, Collector of the District, Chairman of the local Municipality, Charitable Institution in the Locality and the Secretary District Soldiers, Sailors and Airmen's Board and the Director General of Resettlement giving them three months time to decide whether they desire to purchase the property by private treaty. In the same letter, DML&C may intimate the market value fixed for the land on that basis of the approved procedure. Similarly DML&C may also intimate to the priority holders the market value of the assets. If a firm undertaking or the purchase of land at the State priced is not received from the priority indenters within six months from the date of offer the notice of public auction will be issued. The possession of land will be given only when Government sanction for the same has been issued and payment made.

6. Normally, the entire place of land affected by the individual Government orders sanctioning disposal shall be put up for auction in a single lot.

(a) Land will be handed over on receiving possession from the previous lessee.

(b) In case the particulars furnished with the applications are found to be false, the lease would be liable to be cancelled without payment of any compensation and lessee/allottee liable to be proceeded against, under the relevant laws.

The DEO will verify the eligibility of the prospective allottee before allotting him land and putting him in possession thereof.

7. In the case of the following categories of individuals the existing leases in their favour in respect of permanently or temporarily surplus defence land will not be terminated and possession taken over without the orders of the Deputy Director, ML&C of the Command:-

(i) Individuals who will become landless if the leases are not renewed and whose monthly income from all sources including pension is less than ₹. 400/-.

(ii) The individuals who have prior to 28-8-78 built permanent residential houses for self occupation and who will become homeless if evicted.

Provided that the total land holding(owned plus held on lease from either sources plus Defence land held on lease) are less than 5 acres of wet or 10 acres of dry land the area in excess of these limits should be taken over and leased or disposed of, in accordance with the instructions given above. For taking over the excess area, separate orders of the Deputy Director, ML&C the Command in individual cases are not necessary. However, in cases where the excess area liable to be taken over as mentioned above is either too small to be independently leased out to eligible persons or such that no -Ex-servicemen or a landless poor persons comes forward to take a lease thereof, the lease of the excess area may

RESTRICTED

be granted to the existing lessee subject to the condition that it will be treated as a fresh lease and that the fresh lease will be from year to year instead of for a period of five years at a time.

8. For determining eligibility of an Ex-serviceman, landless poor persons or an existing lessee to obtain a fresh lease or renewal of an existing lease, the income of, and the land owned/held on lease from all sources, by his spouse, and close dependents will be taken into account. The ceiling on income/land wherever mentioned will be deemed to be applicable to the family as a whole including the spouse and close dependents.

9. To obtain the orders of Deputy Director, ML&C, the Command mentioned in Para 6 above, basic facts in the form of a statement of case should be furnished to him in each case. The statement of case should contain the following information/documents:-

- (a) Name, address of the lessee:
- (b) Land held:
(indicate wet, dry etc.)
 - (i) Defence
 - (ii) Own
 - (iii) from any other source on lease.
- (c) Purpose for which Defence land is used.
- (d) Date from which the land is on lease to the present lessee continuously.
- (e) Date of expiry of lease.
- (f) Lease rent.
- (g) Total monthly income: from all sources give source-wise break up.
- (h) Is he employed? If so, give details of employment salary, etc.
- (i) Circumstances in which assets were created on land leased for agriculture, Give details of assets, their value, to what use they are put, date of their constructions etc.
- (j) Does the lessee have assets elsewhere.
- (k) Whether assets include permanent residential house for self occupation.
- (l) Whether the persons will become homeless, if the agricultural lease is not renewed and the assets are taken over.

RESTRICTED

121

- (m) Affidavit of the persons affected regarding the particulars mentioned from (a) to (l)
- (n) Whether there is any request from any Ex-Servicemen for this land.
- (o) Whether the land is permanently surplus or temporarily surplus.

Persons who fail to furnish particulars to above, should be deemed to be ineligible for consideration under Para 6 and their land should be taken over. MEO's must however, ensure that they have sufficient evidence with them to show that each lessee was given an opportunity to get the benefits of Para 6. Notices may be served personally by Registered Post Acknowledgement due. However, where the attempts fail, notices may be pasted in the presence of two independent witnesses or of a gazetted officer. The Deputy Director, ML&C, of the Command may sanction renewal of lease whereupon the MEO may renew it for a period of 5 years. Where the DDML&C the Command orders taking over of lands the land so taken over will be leased to Ex-Servicemen if the lands are temporarily surplus and if the lands are permanently surplus, the land will be disposed of according to prescribed procedure.

10. The lease of agricultural land will be executed in the form A or B as the case may be annexed to this letter. The period of notice for determination of lease and the resumption of possession of land will be 30 days in all cases. It should be ensured that determination notices are normally issued in such a way that they will expire immediately after a harvesting season and well before the next sowing operations are due to start in the locality an exception may, however, be made when the land is required for immediate operational purposes.

11. This issues with the concurrence of the Ministry of Finance, (Defence) vide their U O No. 1805/W/ VI of 1976.

Yours faithfully,

Sd/-

(M.S. SOKHANDA)

Under Secretary to the Govt. of India

Copy to :-

CGDA, New Delhi.

Annexure VIII

(Refers to Para 63 of Chapter VII)

No. PC-9/LA/RS/Addl DG/DE/5928/D(Lands)
Govt of India,
Min of Defence,

RESTRICTED

RESTRICTED

122

Dated 08 Dec 1992

To,

The Director General
Defence Estates
Ministry of Defence
West Block No.IV.
RK Puram
New Delhi-110066

SUB : GUIDELINES FOR CONDUCT OF LAND AUDIT

In order to assess the extent/efficiency of Defence land use by the user organizations and to rationalize and maximize the use of existing land holdings for defence purposes., it has been felt necessary to conduct land audit with primary focus on the existing land use vis-à-vis land holdings and specific requirements. The audit of land holdings shall be primarily in the nature of internal audit designated to help the user organisations to achieve an efficiency system of land management and should, therefore, cover all lands recorded in the Registers maintained by the DEOs. Within these broad parameters, the following aspects are suggested for inclusion in the land audit. These are not exhaustive and may be modified / added to in the light of experience gained in the process of audit.

- (i) The actual use of Defence lands outside the cantonment areas during the last 3 years, at selected locations. The audit shall also ascertain (a) the use of acquired land in cases of land acquired under the urgency clause as continuing non-use of such lands has invited adverse criticism from many quarters: and (b) the actual use of resumed sites in the cantonments, indicating the schemes for the specific utilization of such sites with necessary details. This exercise should be confined to those Cantonments where a significant number of sites have been resumed.
- (ii) The condition of records maintained by the Military Estates Officers in respect of lands under occupation and management of the Army whether the MEOs Registers contain the to-date status of various pockets of land under the active management of the LMA.
- (iii) The actual use of lands earmarked for training purposes.
- (iv) The position of land records maintained by Defence Estates Officers i.e. GLRs. Do the GLRs accurately depict the land particulars and ownership rights/occupancy rights in respect of Defence lands?
- (v) The audit should ascertain the current status of Defence lands leased out to various institutions, including agricultural leases and whether such institutions/persons are actually utilizing the land for the purpose for

RESTRICTED

RESTRICTED

123

which the lands were originally leased out. Cases of improper use of Defence lands by organisations should be specially identified.

(vi) Assessment of the extent of encroachments in selected Cantonments, by slum population or other institutions due to the prolonged non-use of Defence lands.

(vii) Identification of pockets of Defence lands in consultation with the use Organisations not required for disposal at major Cantonments with reasons therefore.

2. For the purpose of conducting a preliminary audit, covering the above aspects, a few Cantonments should be selected. Necessary Schedules/Questionnaire etc. should be got prepared by DGDE so that at a later stage when the outcome of the audit is known the responsibility for the conduct of audit could be delegated to the Directors of Commands.

3. On the basis of the preliminary studies indicated of the above in the selected Cantonments definite recommendations are required to be made on the following aspects:-

(i) Limiting land acquisition to the extent strictly needed for Defence lands.

(ii) Disposal of surplus land not required for Defence purposes and on a continuing basis, to ensure that vacant land is properly safeguarded from encroachments.

(iii) Updation of land, records.

4. Detailed instructions should be issued to all Cantonments, for review and to carry out the corrective action required in the identified areas for deficiency.

5. It is expected the certain related issues not covered in the above suggested guidelines may crop up during the course of the audit exercise. Addl DGDE (SLD) should be instructed to identify all such issues and hold discussions with the concerned Formation commander, during the conduct of audit.

6. The preliminary Audit exercise should be completed by 31 March, 1993 at the latest.

7. Monthly Progress reports should be timely forwarded to the undersigned.

Sd///
(RANGAN DUTTA)
Joint Secretary to the Govt of India

RESTRICTED

RESTRICTED

124

Annexure IX
(Refers to Para 64 of Chapter VII)

No. PC II MF No. 75701/ Q3(B)/ 412/
D(Lands)
Government of India,
Ministry of Defence,
New Delhi, the 21st January, 1977.

To

The Chief of the Army Staff,
The Chief of the Naval Staff,
The Chief of the Air Staff.

Sub : Allotment of land for construction of regimental religious buildings –
delegation of powers.

Sir,

In supersession of Ministry of Defence letter No. 75701/Q3/(B)/5291/D(Lands) dt 22-4-1974 addressed to the Chief of the Army Staff, New Delhi, I am directed to convey the sanction of the President to the delegation to the Quarter Master General, Army HQ., the VCNS NHQ and the Air Officer- in-charge Administration, Air Headquarters of powers for allotment of land for construction of regimental religious buildings, subject to the following conditions :-

- (i) It is ensured that the demand for land for construction of religious buildings is kept to the minimum;
- (ii) Certificate prescribed under clause (v) of Rule 14 of CLA Rules 1937 is furnished by the competent authority.

2. This issues with the concurrence of the Ministry of Finance (Defence/Works) vide their U.O. No. 72/W/VI of 1977.

Yours faithfully,
Sd/-

(M.S. SOKHANDA)
Under Secretary to the Govt. of India

RESTRICTED

RESTRICTED

125

Annexure X
(Refers to Para 65 of Chapter VII)

No. 11026/1/US/D(Lands)/1995
Government of India
Ministry of Defence

New Delhi, the 1st April 2005

To

The Chief of the Army Staff
The Chief of the Naval Staff
The Chief of the Air Staff
New Delhi

Sub:- Planting and Maintenance of trees on the lands in the active occupation of the Defence Services.

Sir,

I am directed to say that as per Ministry of Defence of letter No. 11026/6/77/D(Lands) dated 8.9.1977, the responsibility for planting and maintenance of trees on Class A-I Defence lands in Cantonments and on other Military lands outside Cantonments was vested with the occupying units or formations as per terms and conditions indicated in that letter. Subsequently, the matter was considered in the Ministry of Defence letter No. 11026/6/77/D (Lands) dated 8.9.1977, beyond 31/12/1995, vide Ministry of Defence ID Note No. 11026/1/US/D (Lands)/1995 dated 29/12/1995.

2. However, on the request from Army HQ to revive the provisions contained in Ministry of Defence letter dated 8.9.1977, referred to above, the matter has again been considered in the Ministry and it has been decided that the responsibility for planting and maintenance of trees on Class A-I Defence lands in Cantonments and on other Military lands outside Cantonments will be with occupying units or formations subject to the following terms and conditions:-

(i) That the entire expenditure on the supply, planting and maintenance of trees (including the provision of trees, guards, manure, implements and labour etc) shall be met from the Regimental Funds of the units in occupation of A-1 Defence land.

(ii) Units/Formations which undertake the plantation of trees will maintain a record of such trees and have them suitably marked. The list of such trees will be sent by the concerned units/formations to DEOs concerned.

RESTRICTED

RESTRICTED

126

(iii) As and when the usufructs of temporary nature of such trees like fruits etc are to be sold, a Board of Officers will be ordered by the Station Commander to undertake sale of such usufructs. Representatives of LAO and DEO concerned will be members of the Board. The Board will also calculate the yearly proceeds by way of sale of usufructs, based on the record maintained by the unit.

(iv) Since fruits are perishable, it is necessary to sell/dispose them at the right time. No delays will be possible. Therefore, after giving due notice to all members of the Board of Officers, the Board will convene on the date with the stipulated quorum which will invariably include the LAO.

(v) The report of Board of Officers will be countersigned by the Station Commander. Thereafter, 25% (twenty five percent) of the proceeds accruing/generated from the disposal of usufructs of temporary nature will be deposited by the concerned unit into the Consolidated Fund of India through MRO and the remaining 75% of the proceeds from usufructs will be deposited in the Regimental Funds. The expenditure which is incurred while planting and maintenance of trees will be offset from the amount received as 75% from the sale of usufructs.

(vi) The Station Commander will be personally responsible to ensure/monitor timely depositing of the amount in the Consolidated Fund of India.

(vii) The trees grown on the lands, as indicated above, shall remain the property of the Government and will be disposed of, when dried or otherwise required to be felled, by the Defence Estates Officer to the best advantage of the State as at present.

3. This issues with the concurrence of Ministry of Defence (Finance Division) vide U.O. No. 336/Fin/Works-I/05 dated 30.3.2005.

Yours faithfully,

(Lalit Chauhan)

UNDER SECRETARY TO THE GOVT OF INDIA)

RESTRICTED

RESTRICTED

127

Annexure XI
(Refers to Para 68(a) of Chapter VII)

No. 11013/6/1999D (Lands)
Government of India
Ministry of Defence
New Delhi, the 21st January 2003.

To

The Chief of the Army Staff,
The Chief of the Naval Staff,
The Chief of the Air Staff,
New Delhi

Sub: Use of Defence Land for Public Meeting Organised by Political Parties, for Religious/social functions and other purposes.

Sir,

I am directed to refer to Para 2 (a) of Ministry of Defence letters No. 11013/6/99/D(Lands) dated 11.6.2002, on the above subject, wherein it has been provided that as a rule, the Defence land classified as A-1 or analogous to A-1 shall not be allotted for any of the purposes indicated in Ministry of Defence letter dated 11.6.2002, even temporarily, except in very exceptional circumstances. In the exceptional circumstances if any A-1 Defence land or land analogous to A-1 is to be allotted, the prior approval of Ministry of Defence should be obtained.

2. The matter has further been examined in the Ministry and in partial modification of Ministry of Defence letter dated 11.6.2002, it has been decided that if an even-Public meeting organized by a political party, or the land has been used for religious/social function or any other purpose- has been continuously organized on A-1 Defence land or land analogous to A-1 by the State Govt or any religious/social organization etc and permission for holding of such event was being given by the Local Military Authorities would be competent to grant permission for use of such A-1 Defence land or land analogous to A-1, under their administrative control, for holding of such traditional/same functions. The procedure for processing of such request and the terms and conditions of licensing of land would be the same as indicated in Ministry of Defence letter dated 11.6.2002. These powers are delegated for a period of five years which will be reviewed thereafter. However, if the request for use of A-1 Defence land or land analogous to A-1 is received for the first time/afresh, such cases may continue to be referred to the Ministry for Ministry's approval, as per Ministry of Defence letter dated 11.6.2002. The other provisions of Ministry of Defence letter dated 11.6.2002 will remain the same.

RESTRICTED

RESTRICTED

128

3. This issues with the concurrence of Ministry of Defence (Finance Division) vide U.O. No 37/Finance Works (1) dated 14.01.03.

Yours faithfully,

(LALIT CHAUHAN)
Under Secretary to the Govt of India

RESTRICTED

RESTRICTED

129

Annexure XI (Cont'd)
(Refers to Para 68(a) of Chapter VII)
No. 11013/6/1999D/ (Lands)
Government of India
Ministry of Defence
New Delhi, the 20th Feb 2006.

To

The Chief of the Army Staff,
The Chief of the Naval Staff,
The Chief of the Air Staff,
New Delhi

Sub: Use of Defence Land for Public Meetings Organised by Political Parties, for Religious/social functions and other purposes.

Sir,

I am directed to refer to Ministry of Defence letters No. 11013/6/99/D(Lands) dated 11.6.2002, and dated 21.1.2003, on the above subject and to make following amendments in Ministry of Defence letter dated 11.6.2002, referred to above:-

- i) In Para 2 (c)
In the first line:

FOR
"Licence fee at the minimum of ₹. 100/- per dat"

READ
Licence fee at the minimum of ₹. 250/- per day"

- ii) Para 2 (d)
In the third line:
For
"security deposit of ₹. 10,000/- shall be obtained by the"
READ
"security deposit of ₹. 20,000/- shall be obtained by the"

2. This issues with the concurrence of Ministry of Defence (Finance Division) vide U.O. No 71/F/W-1/06 dated 17.02.06.

Yours faithfully,

(Lalit Chauhan)
Under Secretary to the Govt of India

RESTRICTED

RESTRICTED

130

Annexure XI (Cont'd)
(Refers to Para 68(a) of Chapter VII)
No. 11013/6/1999D(Lands)
Government of India
Ministry of Defence
New Delhi, the 27th November 2008.

To

The Chief of the Army Staff,
The Chief of the Naval Staff,
The Chief of the Air Staff,
New Delhi

Sub: Use of Defence Land for Public Meetings Organised by Political Parties, for Religious/social functions and other purposes.

Sir,

I am directed to refer to Ministry of Defence letters No. 11013/6/99/D(Lands) dated 11.6.2002, No. 11013/6/1999/D(Lands) dated 21.1.2003 and No. 11013/6/1999/D(Lands) dated 20.2.2006, on the above subject and to say that the issue has further been examined in the Ministry.

2. In partial modification of Ministry of Defence letters No. 11013/6/99/D(Lands) dated 11.6.2002, dated 21.1.2003 and dated 20.2.2006, referred to above, it has been decided that if the exceptional circumstances so warrant, the permission for holding of public meetings organized by political parties, for religious/social functions and other purposes, on A-1 Defence land or land analogous to A-1, may be granted by the concerned Local Military Authorities for the land under their administrative control. The procedure for processing of such requests and the terms and conditions of licencing of land would be the same as indicated in Ministry of Defence letters No. 11013/6/99/D(Lands) dated 11.6.2002 and dated 20.2.2006. The other provisions of Ministry of Defence letters dated 11.6.2002 and 20.2.2006 will remain the same.

3. However, the discretionary powers shall continue to vest in the Ministry.

4. This issues with the concurrence of Ministry of Defence (Finance Division) vide U.O. No 1403/F/W-1/08 dated 27.11.08.

Yours faithfully,

(VB Saxena)
Under Secretary to the Govt of
India
Annexure XII
(Refers to Para 69 of Chapter VII)

RESTRICTED

RESTRICTED

131

No 11026/1/2005/D (Lands)
Government of India
Ministry of Defence

New Delhi, the 12th Sept 2008

To

1. The Chief of the Army Staff, New Delhi
2. The Chief of the Air Staff, New Delhi
3. The Chief of the Naval Staff, New Delhi
4. The Director General of Defence Estates, New Delhi
5. The Chairman, Ordnance Factory Board, Kolkata

Sub: Provision of Defence Land to Communication Operators to Construct Shared Communication Towers and other Infrastructure to Extend Communication Network to Military Stations / Cantonments

Sir,

I am directed to say that the issue of provision of Defence land for improving the communication infrastructure in the county has been under consideration of the Government with a view to improve the coverage and quality of the communication services in the Cantonments/ Military Stations. It has now been decided that the Public Sector and Independent Infrastructure Providers (IP-I), who have been granted licence by the Department of Telecommunications (DoT) to build, operate & maintain various services, such as Unified Access Services, Basic Services & Cellular Mobile Services, etc, may be considered for allotment of Defence land on leasehold basis, to lay the Optical Fibre Cables and set up / construct shared communication towers on Defence land at Military Stations / Cantonments, on the following terms and conditions:-

- (i) The land may be allotted on lease hold basis to Public Sector and Independent Infrastructure Providers (IP-I), who have been granted licence by DoT to build, operate & maintain various services, such as Unified Access Services, Basic Services & Cellular Mobile Services, etc, to lay Optical Fibre Cables and set up / construct shared communication towers on Defence land at Military Stations / Cantonments, at the commercial lease rent i.e. four times the residential rent, based on the current STR / market rate of the area with one time premium at 10 times the annual rent.
- (ii) The land to be leased for setting up / construction of Shared Communication Towers in each case should be the minimum required but should not exceed 30 metres x 10 metres i.e. 300 square metres, apart from the minimum land required for laying of Optical Fibre Cables, wherever required.
- (iii) The land for the purpose may be allotted on lease hold basis for an initial period of 10 years, in accordance with Schedule IX of the CLA Rules, 1937, duly modified, with the specific condition that the land will not be

RESTRICTED

RESTRICTED

132

sub-leased or transferred in any form to any party and if the same is not required, will be given back to Ministry of Defence. The lease rent would be enhanced every five years as per the STR rates/ market rate prevailing at that particular time.

(iv) In addition to the above, the allotment of land to such operators for the above purpose will be subject to other usual terms and conditions.

(v) The Public Sector and Independent Infrastructure Providers (IP-I) will lay the Optical Fibre Cables and construct the Shared Communication towers with their own resources and no liability will accrue to Govt.

(vi) The Authority competent to grant the lease of land to communication operators would be Ministry of Defence or the authority to whom such powers may be delegated by Ministry of Defence from time to time but it should not be below the rank of GoC-in-C of the Command and its equivalent in other Services.(MoD has confirmed that the powers are delegated to AOC-in-C.)

(vii) If more than one Communication Operator apply for the lease of land for the purpose, preference will be given to the Communication Operator nominated by the Ministry of Communications and Information Technology. However, where no operator has been nominated by MoC & IT, a tender notice may be issued by the authority to whom the powers have been delegated by the Ministry, to invite applications from all the authorized operators, operating in the area. On receipt of applications, only one Communication Network Operator should be selected through draw. The Defence land for the purpose will be leased to that Communication Network Operator and the premium and rent will be charged from him by the Government. However, that Communication Network Operator may charge premium and rent from other Communication Network Operator, who may share the infrastructure, proportionately.

(viii) Ministry of Defence reserves the right to terminate the lease due to operational or security reasons for which no compensation will be due to the operator.

2. The following security aspects will be strictly adhered to by the Public Sector and Independent Infrastructure Providers (IP-I)/Communication Network Operators and an undertaking in this regard will be given by such Communication Network Operators:-

(i) Use of defence land by the Service Provider will not, in any manner, impinge upon the security of the Defence Area.

(ii) If at any stage, the operational situation so demands, services provided by these operators may be blocked in an emergency on

RESTRICTED

RESTRICTED

133

instructions from respect Command Headquarters for which no compensation shall be due to the operator.

(iii) Adequate measures will be adopted to ensure security of vital installations in Defence Area, by monitoring activities of such Public Sector and Independent Infrastructure Providers (IP-I) / Communication Network Operators personnel from time to time.

(iv) The Service Providers will erect their Communication Towers only at the sites allotted to them. The participating Service Providers & the Defence Authority should jointly identify the site locations for installation of cellular mobile communication towers, based on security and technical feasibility with security being the overriding factor. No change in site will be resorted to without the permission of the competent authority.

(v) Service Providers will make available the particulars of persons employed by them to the Local Defence Authorities. Antecedents of all such persons will be verified and if found acceptable, they will be issued with security passes to allow them to enter the Defence Area.

(vi) The local Defence Authorities will reserve the right to deny access to any of the Service Provider's employees whose activities are detrimental to the security of the Defence installation. Such cases may also be referred to local police for necessary action.

(vii) The Service provide will at all times, provide access to the Local Defence Authority or his authorized representatives, to the Communication Towers to ensure that no illegal or undesirable activities are being carried out by the Service Provider or his representative.

(viii) If the Service Provider is found to be using the tower and / or its equipment for any objectionable purpose, the Local Defence Authority will have the authority to order temporary closure of the services of that Service Provider pending final decision by the Ministry of Defence. The other Service Providers would continue to provide services.

(ix) No foreigner will be employed for working on the site at Defence land by the Service providers. No foreigner will be allowed to visit the installation sites.

(x) Photography of Vulnerable Areas and Vulnerable Points and Defence Establishments in the Cantonment area, by the employees of the Services Providers will not be permitted.

(xi) Service Providers and the employees of these service providers will abide by all security instructions of the Defence Stations / Cantonments.

RESTRICTED

RESTRICTED

134

(xii) The Service Provider will be solely responsible to ensure the security of the Cellular Communication Towers and its supporting systems and accessories.

(xiii) There should be static Towers only in Defence Stations / Cantonments.

(xiv) Towers in Defence Stations / Cantonments should be shared by all service providers.

(xv) Sketch / Map of the towers indicating locations should be provided to Local Defence Authority for routine security checks.

3. The following technical aspects will be strictly adhered to by the Public Sector and Independent Infrastructure Providers (IP-I):-

(i) Service Providers will obtain frequency clearance from Standing Advisory Committee for Frequency Allocation (SACFA) and coordinate frequency in use with local Signal Authority.

(ii) Service Providers should obtain SACFA clearance as per the laid down procedure, for a particular latitude and longitude. They will not be permitted to move their antenna towers as per their convenience. In case they need to shift the site of the antenna towers, they will need to obtain a fresh SACFA clearance for the new location with the exact latitude and longitude.

(iii) In case the communication tower/facilities so installed by the Service Provider causes any interference / obstruction to the Army / Air Force / Navy / Coast Guard communications, the Service Provider may be asked to discontinue his services, for which no compensation will be due to the Service Provider.

(iv) Service Providers will also obtain "No Object Certificate" from Civil Aviation and For Force Authorities regarding the installation of the Cellular Towers in their vicinity and abide by all their stipulations as necessary.

(v) Proper earthing of the installation will be ensured by the Service Providers.

(vi) Proper lightning protection and fire fighting devices will be installed by the Service Providers.

4. Before commencing the execution of the project, proper Memorandum of Understanding (MoU) between Local Military Authority / Local Defence Authority and the authorized official of the Service Providing Agency, to whom the land is given on lease, will be signed and a copy of the same will be forwarded to the respective Service HQ and DG Signals. However, that Communication Network

RESTRICTED

RESTRICTED

135

Operator, will take similar undertakings from other Network Operators, who will share the infrastructure, on the points contained in the MoU, a copy of which will be forwarded by that Network Operator to the respective Services i.e. Local Military Authority / Local Defence Authority, who in turn will forward copies thereof to respective Service HQ and DG Signals.

5. All orders passed by the Local Military Authority / Local Defence Authority will be appealable to GoC-in-C and its equivalent in Navy and Air Force and all orders passed by GoC-in-C and its equivalent in Navy and Air Force shall be appealable to Ministry of Defence within one month of passing of such orders.

6. This issues with concurrence of Ministry of Defence (Finance Division) vide their U.O. No 989/F/W-I/08 dated 12.09.2008

Yours faithfully,

Sd/-
(V.B. Saxena)
Under Secy to the Govt of
India

RESTRICTED

MEMORANDUM OF UNDERSTANDING

FOR

**LEASE OF DEFENCE LAND TO COMMUNICATION SERVICE
PROVIDER TO CONSTRUCT SHARED COMMUNICATION
TOWERS AND OTHER INFRASTRUCTURE TO EXTEND
COMMUNICATION NETWORK TO AF STATIONS**

BETWEEN

**INDIAN AIR FORCE
AND**

..... (Service Provider)

ON

..... (Date)

RESTRICTED

137

Annexure XIII (Cont'd)
(Refers to Para 70 of Chapter VII)

MEMORANDUM OF UNDERSTANDING

BETWEEN
INDIAN AIR FORCE
AND

..... (Service Provider)

FOR

**LEASE OF DEFENCE LAND TO COMMUNICATION SERVICE PROVIDER
TO CONSTRUCT SHARED COMMUNICATION TOWERS AND OTHER
INFRASTRUCTURE TO EXTEND COMMUNICATION NETWORK
TO AIR FORCE STATIONS**

This Memorandum of Understanding (MoU) is made and executed at (Place) on the day of (Month) (Year) between (Name of Service Provider) and the Air Force Station on behalf of Ministry of Defence, Government of India.

WHEREAS, (Service Provider) is desirous of and seeking lease transfer of AF land for construction of shared communication tower(s) and other infrastructure to extend communication network to Air Force Station

WHEREAS, the IAF has Square Meter (maximum 300 Sq Mtr) land located at Air Force Station....., situated (location), herein after as said Air Force land.

WHEREAS, the IAF has agreed for lease transfer of the said Air Force land to (Name of Service Provider) for construction of shared communication towers and other infrastructure to extend communication network to Air Force Station (Place) subject to the terms and conditions applicable.

AND WHEREAS, all other actions of identification and demarcation of said Air Force land proposed to be transferred, will be processed jointly by Air Force through a Board of Officers convened at Air Force Station with representatives of Air Force, Defence Estates Officer (DEO), Garrison Engineer (AF) and (Service Provider) as members of the said board.

RESTRICTED

RESTRICTED

138

NOW THEREFORE, the parties i.e. IAF and (Service Provider) hereby agree to the responsibilities, rights, liabilities and to abide by the terms and conditions as mutually agreed upon and set herein below:-

(i) The (Service Provider) will produce valid licence by DoT to build, operate and maintain various services, such as unified Access Services, Basic Services and Cellular Mobile Services, etc.

(ii) The said Air Force land will be transferred on the basis of the commercial lease rent of Rupees (four times the residential rent, based on the current STR/market rate of the area) with one time premium at 10 times of the annual rent i.e. Rupees

(iii) Minimum land should be used by (Service Provider) without disturbing any existing Air Force set up for laying of optical fibre cables, wherever, required apart from the land transferred to them i.e. Sq M. The details of such land is attached as Annexure.....

(iv) (Service Provider) will lay optical fibre cables and set up/construct shared communication towers on said land at their own resources and no past, present or future liability will accrue to Air Force in this regard.

(v) The land is allotted on lease hold basis for an initial period of 10 years and the service provider shall not have any right of further occupation of land without any explicit order in this regard.

(vi) The land will not be sub leased or transferred in any form to any party and if the same is not required, will be given back to Air Force.

(vii) The lease rent will be enhanced every five years as per the STR rates/market rates prevailing at the particular time.

(viii) Ministry of Defence or the Air Force reserves the right to terminate the lease at any time due to operational or security reasons for which no compensation will be due to (Service Provider).

(ix) (Service Provider) will strictly adhere to the following security aspects and an undertaking in this regard will be given:-

RESTRICTED

RESTRICTED

139

(aa) Use of Air Force land will not in any manner impinge upon the security of the Air Force area.

(ab) If at any stage, the operational situation so demands, services provided by (Service Provider) will be blocked in an emergency on instructions from higher organization for which no compensation shall be due to (Service Provider).

(ac) The activities and personnel working with (Service Provider) are liable to be monitored and checked from time to time to ensure security of vital installations of Air Force area.

(ad) (Service Provider) will erect its communication tower (s) only at the site allotted by Air Force. No change in site will be resorted to without prior permission of the Air Force.

(ae) The particulars of the personnel working with (Service Provider) should be forwarded to Air Force Station for issuing security passes after necessary verification by the Air Force authorities.

(af) AF Stn will reserve the right to deny access to any of the employees of (Service Provider) whose activities are detrimental to the security of the AF installation and such cases may also be referred to the local police for necessary action.

(ag) (Service Provider) will at all times, provide access to the authorities of AF Stn or their authorized representative to the communication tower (s) to ensure that no illegal or undesirable activities are being carried out by the (Service Provider) or his representative.

(ah) If (Service Provider) is found to be using the tower and/or its equipment for any objectionable purpose, the AF Stn will have the authority to order temporary closure of the services till final decision received from Ministry of Defence. Further, if any other Service Providers are there, they would continue to provide services.

(aj) No foreigner will be allowed to work or visit the site in AF land by the (Service Provider).

RESTRICTED

RESTRICTED

140

(ak) Photography of Vulnerable Areas & Vulnerable Points and AF establishments in the AF area by the employees of (Service Provider) is not permitted.

(al) (Service Provider) and his employees will abide by all security instruction of AF Stn....., as may be issued to them from time to time.

(am) (Service Provider) will solely responsible to ensure the safety and security of the Cellular Communication Tower(s) and its supporting systems and accessories.

(an) There should only be static tower(s) in the said AF land. Further, the tower (s) in AF land may have to be shared by other Service Providers.

(ao) Sketch/map of the towers indicating locations should be provided to AF Stn for routine security checks.

(x) The following technical aspects will be strictly adhered to by (Service Provider):-

(aa) (Service Provider) will obtain frequency clearance from Standing Advisory Committee for Frequency Allocation (SACFA) and coordinate frequency in use with local Signals authority.

(ab) (Service Provider) should obtain SACFA clearance as per the laid down procedure, for a particular latitude and longitude. They will not be permitted to move their antenna towers as per their convenience. In case, they need to shift the site for the antenna tower, they will need to obtain a fresh SACFA clearance for the new location with the exact latitude and longitude.

(ac) In case the Communication Towers/facilities so installed by (Service Provider) causes any interference/ obstruction to the AF/Army communications, the (Service Provider) will be asked to discontinue his services, for which no compensation of any kind will be due to (Service Provider).

RESTRICTED

RESTRICTED

141

(ad) (Service Provider) should obtain No Objection Certificate (NOC) from civil aviation and Air Force authorities regarding the installation of the towers.

(ae) (Service Provider) will provide proper earthing, lightening protection and fire fighting devices for the installations.

(xi) Wherever required or authorized, the Defence Estates Officer will deal on behalf of IAF in land revenue matters.

(xii) Any dispute regarding the interpretation or implementation of the MOU shall be settled only through mutual consultation between the parties. Any dispute remaining unresolved will be referred for decision to AF authorities superior in chain of command to the Air Force Station

(xiii) Any order passed by the authorities of AF Stn shall be appealable to AOC-in-C, (Command) and all orders passed by AOC-in-C (Command) shall be appealable to Ministry of Defence within one month of passing such orders. The decision of Ministry of Defence shall be final and binding.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING IN DUPLICATE ON THE DATE AND YEAR HEREIN AFTER INDICATED.

FOR AND ON BEHALF OF
Indian Air Force

FOR AND ON BEHALF OF
..... (Service Provider)

Signature

Signature

Name
Designation

Name
Designation

Witness

Witness

RESTRICTED

RESTRICTED

142

Annexure XIII (Cont'd)
(Refers to Para 70 of
Chapter VII)

STANDARD OPERATING PROCEDURE

FOR

**LEASE OF DEFENCE LAND TO COMMUNICATION SERVICE PROVIDER
TO CONSTRUCT SHARED COMMUNICATION TOWERS AND OTHER
INFRASTRUCTURE TO EXTEND COMMUNICATION NETWORK
TO AIR FORCE STATIONS**

On receipt of application from any Public Sector or Independent Infrastructure Providers (IP-I) (who have been granted licence by the DoT to build, operate & maintain various services) for allotment of defence land on leasehold basis to lay optical fibre cables and set up/construct shared communication towers, the following standard procedures are to be followed:-

(a) Convene a BOO with reps from DEO, MES and Station including Ops, Maint and Adm branches to assess the modalities for allotment of land on leasehold basis to the Service Provider. Terms of Reference should include following:-

(i) Copy of GoI, MoD letter No 11026/1/2005/D(Lands) dated 12 Sep 2008.

(ii) To identify one communication network operator as per Para 1 (vii) of MoD letter No 11026/1/2005/D(Lands) dated 12 Sep 2008 and other communication network operators who may share the infrastructure.

(iii) To earmark the land which can be allotted on leasehold basis to the Service Provider.

(iv) To assess the rent and allied charges as per the instructions issued by MoD vide 11026/1/2005/D(Lands) dated 12 Sep 2008.

(v) To fix the water and electricity charges in case Service Provider intends to use MES power supply and water facilities.

(vi) To obtain NOC from AAI, if Station is co-located with civil airport.

RESTRICTED

RESTRICTED

143

(vii) To obtain sketch plan, khasra/survey number of the land proposed for lease transfer to the Service Provider.

(viii) To prepare a Memorandum of Understanding as per the specimen and guidelines issued by Air HQ vide letter Air HQ/37535/5/LM/W(P&C) dated 19 Jan 09 (Suitable modification in language be done suit local requirements).

(ix) To attach sketch/map of the tower indicating locations with BPs.

(x) To attach clearance of Standing Advisory Committee for Frequency Allocation regarding frequency clearance for a particular latitude and longitude with BPs.

(b) BPs duly concurred by AOC/Stn Cdr in three copies are to be forwarded to HQ Command (C Wks O).

(c) C Wks O will obtain clearance for the proposal from CSO (Air), CATCO and SO Prov before approval of AOC-in-C is obtained.

(d) Sanction by AOC-in-C, Command in accordance with Schedule IX of the Cantonment Land Administration Rules, 1937 is required to be accorded before the lease is executed.

RESTRICTED

Annexure XIII (Cont'd)
(Refers to Para 70 of
Chapter VII)

STANDARD TERMS OF REFERENCE

1. To study the proposal received from M/s XXXXX for setting up Shared Communication Tower on Air Force land at Air Force Station SOMEWHERE in terms of guidelines contained in following policy letter:
 - (a) GoI, MoD letter no. 11026/1/2005/D (Lands) dated 12 Sep 08
 - (b) Air HQ letter no. Air HQ/37535/5/LM/W (P&C) dated 19 Jan 09.
 - (c) Air HQ letter no. Air HQ/37535/5/LM/W (P&C) dated 13 Feb 09
2. To ascertain the eligibility and qualification of XXX within the parameters stipulated in Para (i) of GoI, MoD letter dated 12 Sep 2008, for lease of land for installation of Communication Tower.
3. To list out the communication network operator/service provider who will share the infrastructure proposed to be created.
4. To assess the licence fee and allied charges as per the instructions issued by MoD letter dated 12 Sep 2008.
5. To fix the water and electricity charges in case Service Provider intends to use MES/CPWD power supply and water facilities.
6. To obtain NOC from COO with respect to Flight Safety clearance of the tower and attach with BOO.
7. To obtain sketch plan, khasra/survey number of the land proposed for lease transfer to the Service Provider and to mark the exact location of the proposed land and tower with reference to the adjoining buildings of Air Force. Specify exact height of the proposed tower.
8. To prepare a Memorandum of Understanding as per the specimen given in Annexure XII of Chapter VII.
9. To attach clearance of Standing Advisory Committee for frequency Allocation regarding frequency clearance for a particular latitude and longitude with BPs.

RESTRICTED

145

10. To negotiate with service providers and obtain written commitment w.r.t. special services/offers for the users at Air Force Station SOMEWHERE and incorporate the same in MoU.

11. To submit Board Proceedings in four copies with signatures of all members.

Date :

C Adm O

RESTRICTED

RESTRICTED

146

Annexure XIV
(Refers to Para 72 of
Chapter VII)

No A/55780/AG/PS3(a)/325-S/D (Q&C)
Government of India,
Ministry of Defence,
New Delhi, the 28th July 1976

To

The Chief of the Army Staff

Subject: Credit to Regimental Funds of Rebate from Contractor

Sir,

I am directed to refer to this Ministry's letter No 64557/Q3(B-i)/3501-Q/D (Q&C), dated the 29th June 1974 and to convey the sanction of the President to the amounts received from contractors / shopkeepers / vendors in consideration for running business in Government premises being credited to the regimental funds. The rent for Government lands and buildings will continue to be recovered from them and credited to the Public Funds as per existing orders.

2. This issues with the concurrence of the Ministry of Finance (Defence) vide their U.O No 163/S4/VI of 1976.

Yours faithfully,

Sd/-
(N.V. Swaminathan)
Under Secy to the Govt of
India

RESTRICTED

RESTRICTED

147

Annexure XV
(Refers to Para 72 of
Chapter VII)

**Ministry of Defence
D (Q&C)**

Subject : Management of Shopping Complexes on Defence Land Created by
Services from the Non Public Funds – Defence Shopping Complexes
(Maintenance and Administration) Rules, 2006

Reference : MoD letter No 11026/5/2001/D (Q&C) dated 25.02.05

A copy of the Defence Shopping Complexes (Maintenance and Administration) Rules, 2006 is sent herewith for information and further necessary action by all concerned.

2. The Rules have been approved by RM and may be implemented for management of such complexes which have been created on Defence Lands by Non-Public Funds.

(RS Dudani)
Under
Secretary

MoD ID No 10(25)/2001/D (Q&C) dated 13.06.2006

RESTRICTED

Annexure XV(Cont'd)
(Refers to Para 72 of Chapter VII)

**DEFENCE SHOPPING COMPLEXES (MAINTENANCE AND
ADMINISTRATION) RULES, 2006**

PRELIMINARY

These Rules shall apply to such shopping complexes which have been established on A-1, or analogous defence land which are under the management of Local Military Authorities and covered under GoI, MoD letter No 11026/5/2000/D(Lands) dated 4.1.2001, save as provided hereinunder:

(i) These Rules shall not apply to regimental shops which are created exclusively for military personnel and their families.

2. Definitions:

(a) Appropriate Military Authority. The Local Military Authority which includes Army, Air and Naval Officer Commanding the Station who is accountable for the management of defence land on which the commercial complex has been constructed.

(b) Net Revenue. The differential amount between total receipts from the shopping complex and the total expenditure on shopping complexes towards payment of contract charges, service charges, electricity and water charges.

Provided that the expenditure as above shall not include any part of salaries, honorarium for the staff / officers who may have been deployed by the Chairman of Management Committee to oversee and supervise the maintenance of the complex in terms of provisions contained in Rule 8 of these Rules.

(c) Shopping Complex. A composite area comprising shops established on A-1 or analogous defence land under the management of the Army / Navy / Air Force, but would not include regimental shops which are created exclusively for military personnel and their families.

3. Applicability of the Rules to the Existing Allottees.

(a) The existing allottees in authorized occupation of the shops, shall be allowed to continue till the expiry of the allotment period / licence as per the subsisting licence agreement on the terms & conditions of their allotment.

RESTRICTED

149

(b) The existing allottees of the shops in the complex shall obtain "No Dues / Clearance Certificate" from the present management and submit to the Appropriate Military Authority within 45 days of the notification of these Rules, who would then recognize their occupation as an authorized occupant of the shop for their continuation for the residual period of their licence.

(c) The allottees who are in unauthorized occupation of the shops, i.e. whose allotment period / license has already expired on or before the date the management of the shopping complex is transferred to the military authority in accordance with the MoD order dated 25th Feb, 2005, and these Rules, may be allowed, on request, six months time to vacate the premises. During this period of six months they will be charged licence fee at the existing rates. The military authority shall serve a notice in this regard to the existing allottees through registered A/D post on the last know address of the allottee and also by displaying the notice on a conspicuous part of the premises duly witnessed by two persons. If the allottee fails to vacate the premises within six months, the Local Military Authority as the Estate Officer shall take action of removal of the unauthorized occupant as per law.

(d) In case the existing allottee does not come forward and the shop has changed hands without the approval of the appropriate military authorities, such transfer will not be recognized and the existing occupant shall be treated as unauthorized occupant and proceeded against for vacation of the shop, as per law.

4. (i) **Constitution of Management Committee.** There shall be a Management Committee consisting of the following:-

- (a) A Military Officer Commanding the Station or his nominee as Chairman
- (b) An Administrative Member nominated by the concerned Command HQ
- (c) Defence Estate Officer concerned, or his nominee
- (d) Chief Engineer, MES of the Station HQ or his nominee

Provided that where there is no unit of MES, the appropriate Military Authority may nominate an Engg Member of the nearest Government Agency.

4. (ii) Military Officer Commanding the Station or his nominee shall be the sole authority responsible and accountable for running of the Shopping Complex, through the Management Committee. All Contracts/ Agreements will be executed under his signatures.

5. **Functions of the Committee.**

The Committee will be responsible for the following:-

- (a) Determination of licence fee for each shop after ascertaining the Standard Table of Rents (STR) if the complex is within cantonment limits or the appropriate

RESTRICTED

RESTRICTED

150

land value from the concerned Defence Estates Officer (DEO) and the value of the building from the MES.

- (b) Decision regarding the nature of the trade to be permitted in each shop.
- (c) Scrutiny of applications received from prospective allottees whenever the shop fall vacant.
- (d) Allotment of shops to the eligible persons.
- (e) maintenance / operation of the funds of the Shopping complex.
- (f) Timely deposition of any civil revenue as well part of the license fee payable to the Government, in relevant Government Accounts.
- (g) Conclusion of contracts for products / Stores and services like conservancy, horticulture, landscaping, security etc. after following a transparent tendering procedure. In all such matters the provisions of General Financial Regulations & other Govt of India instructions shall be adhered to by the Committee.

6. **Change of Trade:** No change of trade will normally be permissible during the currency of the license. However, in exceptional circumstances the Management Committee will be competent to permit change of trade on an application received from the allottee on payment of fees of ₹ 5000/- or more as may be decided by the Committee.

7. **Transfer of Allotment:** No transfer of allotment is permitted except in case of demise of the allottee. Request for such transfer would be considered by the Management Committee only in respect of the dependent / legal heirs as the case may be for the residual period of the license.

8. **Power to appoint staff:** The Chairman, Management Committee may authorize any of his / her subordinate officer as Administrative office in charge of the shopping complex. He/She may also designate any technical officer / official of his / her office to act as a supervisor over the contracting agency engaged and to arrange for accomplishment of essential day to day requirement of the shopping complex. He / She may also take the assistance of clerical staff in their office for maintaining the record, books, register, ledgers pertaining to accounts.

9. **Maintenance of records:** The Management Committee shall maintain the following books of accounts: Cash Book, Imprest Account Book, Stock-Book, Immovable/ Movable Property Register, Works Register, Measurement Book, Vehicle Log Book, Shopping Complex Register and any other document which the committee may consider necessary or as may be directed by CDA from time to time.

RESTRICTED

RESTRICTED

151

10. **Security Passes to Shopkeepers:** The Station HQ in whose jurisdiction the shopping complex exists shall issue security passes to the allottees and their employees after due verification.

11. **Inviting of applications for allotment:** The Management Committee shall invite applications in the prescribed form through advertisements in print media / public notice published in local newspapers as well as pasted on office notice boards in the concerned Stn HQ etc. provided that publicity through local print media shall be mandatory. There shall be a gap of at least 15 days between publication of the notice in the newspapers and last date of receipt of applications. Application received after the last date so notified shall not be entertained. No application shall be entertained which is not accompanied by earnest money deposit, the amount of which shall be equal to one month's license fee. The notice shall specify the number of shops to be allotted trade wise, the license fee fixed for each shop, the period of license and the norm for allotment. The applicant shall be required to mention the kind of shops/trade, he/she is applying for in his / her application.

12. **Reservation of shops for allotment to certain categories:** 60% of the shops in each shopping complex shall be reserved for the following in the order of priority as under:-

- (a)
 - (i) War-widows / widows of defence personnel killed while on duty,
 - (ii) Disabled soldier,
 - (iii) Ex-servicemen,
 - (iv) Spouses / widows of Ex-servicemen.
- (b) Remaining 40% of the shops may be allotted to the following:-
 - (i) Government agencies, including public sector undertakings,
 - (ii) Civilians whose spouse or dependent family members do not own any shops in the complex / Military Station / Cantonment.
- (c) In case of unfilled vacancy of 60% limit, another attempt shall be made within a period of six months and still if no response is received unfilled / balance shops shall be considered to be given to the civilian category mentioned at (b) above beyond the limit of 40%.

13. **Period of Allotment:** The allotment will be given under license for a period of three years. Further allotment shall be made strictly under the rules framed herein.

14. **Action on Application:** After receipt of the applications, the same shall be segregated into two categories, namely:-

- (i) For shops reserved for war-widows/widows of defence personnel killed while on duty, ex-servicemen; spouses/widows of ex-servicemen.

RESTRICTED

RESTRICTED

152

(ii) Civilians and Government agencies as indicated above.

15. **Procedure for allotment:** In each of these categories, specified in Rule 12 above, the applications will be segregated trade-wise. If applicants for a particular trade is less than or equal to the number of shops of that trade they shall be allotted the shops. If however, the applicants for a particular trade are more than the number of shops in that trade, selection of allottees shall be done by Management Committee on the basis of draw of lots in the presence of the applicants or their authorized representative. Furthermore, if the number of shops of a particular trade is more than one in a shopping complex, allotment of shops shall also be made by draw of lots.

16. **Hygiene Standard by Allottee.** The allottee will be required to maintain proper standards of hygiene and quality of products for sale as may be prescribed by the Station Health Org / Cantonment Board as the case may be i.e. Station Health Organization in Military Stations and Cantonment Boards in the Cantonments.

17. **Trade License.** It shall be obtained by the allottees, if so required by law from the concerned municipal authority / Cantonment Board and prominently displayed in the premises.

18. **Termination of License.** In case of any violation of the terms and conditions of the license, the same shall be liable for termination and action under the PPE Act may be initiated by the Chairman of the Management Committee.

19. **Security Deposit:** The allottees shall be required to deposit security amount equivalent to four months license fee which shall be refunded without interest on vacation of the shop.

20. **Fixation of Minimum License Fee:** The Management Committee shall determine the license fee in respect of each of the shops in a shopping complex provided that the license fee per annum so determined shall not ordinarily be less than 10% of the total of the current market cost of land provided

by the DEO plus current depreciated cost of construction of the building provided by the Garrison Engineer, MES concerned. The Committee shall also determine the cost of maintenance-cum-security services to be made available for the shopping complex. The cost of maintenance-cum-security services shall be worked out by the committee on the basis of fair assessment of the likely cost to be incurred in this regard. This would be recovered from the allottees on pro-rata basis.

21. **Advance payment of License Fee.** On initial allotment, the allottees will be required to pay two months license fee in advance within 30 days of issue of allotment letter. On receipt of advance, the license agreement will be executed

RESTRICTED

with allottee and physical possession of shop handed over. After the expiry of the first two months, the monthly license fee shall be payable in advance before the last working day of the previous month.

22. **License Agreement.** The agreement will be executed in Stamp paper of appropriate value in prescribed form under these rules at the cost of the allottee.

23. **Deposit of Income.**

(i) The shopping complexes where building assets have been created from non-public funds of the Regiment or Welfare Fund of the Services and the land belongs to Ministry of Defence, 50% of the net revenue generated shall be credited to the Central Government Treasury and the balance 50% to the Regimental Fund / Welfare Fund of the respective Service concerned.

(ii) In the case of shopping complexes created by re-appropriation of Government building, 100% of net revenue will be credited to the Central Government Treasury.

(iii) In the case of shopping complex created by constructing assets using non-public funds as well as re-appropriation of Government building (mixed complexes), 100% of net revenue will be credited to the Central Government Treasury.

(iv) The amount due to the Central Government on account of License fee, maintenance etc. shall be deposited by the Station Commander managing the complex within 48 hours in the Government Treasury by way of MRO.

(v) The amount so deposited will be treated as a provisional payment which will be further fine tuned after audit of accounts of expenditure and receipts.

(vi) The accounts, cash and stores of the Shopping Complex will be subject to the post audit by the CDA concerned through LAO every quarter. The audit fee as determined by CDA concerned will be payable by appropriate military authority.

Rule 24(1) The Management committee may allot open space for Exhibition of wares / articles / handicrafts etc. made by artisans of war-widows either in their individual capacity or by organized efforts of any non-profit welfare organization of Ex-serviceman at a rate which will be determined in advance annually and which shall not be less than one and a half times of minimum license fees determined under Rule 20. The license fees shall be charged in full in advance.

24(2) The Management Committee will prescribe such application forms and the documents as may be required to verify the application of the applicants for allotment of open space.

24(3) Open space shall not be allotted for more than 15 days in any month and not more than seven days at a time.

25. **Miscellaneous.**

(a) Any matter not covered in the above rules shall be decided by the MoD in consultation with DGDE / Army HQ/Air HQ/Naval HQ as and when required.

(b) These rules are applicable to existing Shopping Complexes only. No new shopping complexes will be created in future. If at any time, it comes to the notice of Ministry of Defence that any such shopping complex has been created without its approval, management of such shopping complex shall be placed under Defence Estate Officer concerned irrespective of the resources from which it has been created. Any amount realized thus far from such Complex will also be credited to the account of Central Government by the concerned services.

26. **Effective Date:**

These Rules will come into force with immediate effect.

Annexure XVI
(Refers to Para 73 of Chapter VII)

EXTRACT OF CHAPTER 9
MANUAL OF QUARTERS AND RENTS

“Allotment of accommodation to institutes run by Units/contractors upto 15% over and above the scales laid down can be allowed on payment of normal rent when excess accommodation cannot be utilised for any other purpose.

(Authy: Gol MoD letter No. Air HQ/20865/17/ORG/AF/3331/D(A.II) dated 15 May 57).

In case where it is not administratively feasible to restrict the floor area of the existing accommodation proposed to be utilised as a regimental shop or now in used as such to 120 sq ft, no rent in addition to ₹ 10/- p.m. will be recovered for excess accommodation allotted to them. Discretion for giving such additional accommodation upto 150 sq ft will rest with O.C. Units. If the area of accommodation used is more than 150 sq. ft. sanction of the next administrative authority will be obtained.

RESTRICTED

156

Annexure XVI(cont'd)
(Refers to Para 73 of Chapter VII)

No. B/68628/Q3(B-i)/2450/D(Q&C)
Government of India
Ministry of Defence
New Delhi, the 27th May, 1988.

To,

The Chief of the Army Staff
The Chief of the Naval Staff
The Chief of the Air Staff

Sub:- **CHARGING OF DAMAGES FOR UNAUTHORISED OCCUPATION OF DEFENCE POOL ACCOMMODATION AND RECOVERY OF LICENCE FEE WHEN DEFENCE POOL ACCOMMODATION IS ALLOTTED TO INELIGIBLE PERSONS/ORGANISATION/PRIVATE PARTIES**

1. In supersession of the provisions laid down in para 14 (b) of "Quarters and Rent" and partial modification of para 683 of MES Regulation laying down the procedure for the recovery of licence fee when a Govt. accommodation/hired/requisitioned building is under unauthorised occupation, I am directed to convey the sanction of conditions laid down in succeeding paragraphs:-

2. In terms of para 2(v) of the Ministry of Urban Development (Dte of Estates) letter No. 18011 (12)/73-Pol. III dated 27. 8. 87, the "damages" rates fixed by them are required to be adopted by all other Ministries/Departments in respect of their pools of accommodation in Delhi/other stations. Accordingly, the "damages rates" as made applicable for Defence Pool Accommodation (accommodation constructed/hired/requisitioned by Ministry of Defence including General Pool accommodation constructed by the Ministry of Urban Development and loaned to Defence pool) are fixed as under:-

(a) Delhi/New Delhi – Damages rates for Delhi and New Delhi shall be ₹. 20/- per Sq mtrs of living area in respect of type 'A' to 'D' (Type I to IV) and ₹. 21/- per Sq mtrs of living area in respect of type E and above (Type V & above). In addition, garden charges and other charges, as are applicable will also be recovered.

(b) All Stations other than Delhi/New Delhi where General Pool Accommodation is Available – Damages rates for all other stations where General Pool Accommodation is available will be the same as worked out/adopted by the local CPWD authorities. Station Commanders shall

RESTRICTED

RESTRICTED

157

obtain these rates through CWE/CE and notify the same in the station orders.

(c) Remaining stations where no General Pool Accommodation is Available - Damages rates for these stations where General Pool Accommodation is not available shall be fixed by Station Commander by ordering a Board of Officers and in consultation with the local CWPd and MES authorities.

(d) The rate of damages as above would be the rate to be charged from unauthorised occupant and if he/she is not agreeable to pay it, the damages to be recovered from him/her will have to be pleaded before the Estate Officer in terms of Rules 8 of the Public Premises (Eviction of unauthorised occupants) Rules, 1971 (Extract enclosed).

3. The rate indicated in para 2(a), 2(b) and 2(c) above will valid for a period of two years and revised rates should be prescribed thereafter for a period of two years.

4. In addition to the above rates, water and electricity charges and other charges such as hire charges of furniture, charges on account of issue of electrical appliances, garden charges etc. as applicable will also be recovered.

Applicability of "Damages" Rates

5. The rate of damages as above would be the rate to be charged from unauthorised occupants from the date when they have been declared as unauthorised occupants by the Estate Officers or necessary action for eviction under the public premises (Eviction of unauthorised occupants) Act, 1971 has been taken, whichever is earlier. These rates would be effective from a prospective date and all pending cases may be disposed of based on the pre-revised orders. The prospective date would mean that only unauthorised occupation beginning from the date of effect of the revised order or a subsequent date would come within the purview of revised rate of damages.

Special Licence Fee

6. In cases when Defence Pool accommodation is allotted or is allowed to be retained, on payment of existing 'market rate of licence fee', licence fee to be recovered will now be categorised as 'Special Licence Fee'.

Fixation of Special Licence Fee

7. The 'Special Licence Fee' will be determined at the rate of double the standard licence fee under FR-45-B or double the licence fee at flat rates under FR-45-A, whichever is higher, plus single departmental charges, plus double the additional licence fee for additions and alterations, if any, plus other charges

RESTRICTED

RESTRICTED

158

(water and electricity charges, garden charges, charges for furniture, electrical appliances etc.) under FR-45-B including departmental charges.

Applicability of Special Licence Fee

8. The type of cases, to be covered/categorised for the purposes of Special Licence Fee shall be as under:-

- (a) In all cases when Defence Pool accommodation is allotted or allowed to be retained on existing market rate of licence fee either on superannuation from the service or on permanent transfer, such as the service officers who have proceeded on deputation to Sports Authority of India, ITDC and other Public Sector, Undertakings and other autonomous bodies and Projects under Ministry of Defence.
- (b) When a Govt. building is let out to a private person for residential or business purpose as per the existing orders such as allotment of accommodation to MES contractors for storage etc.
- (c) Accommodation occupied over and above the scales by the Regimental shop contractors in terms of Govt. of India Ministry of Defence letter No. 59645/Q3W(Policy)/44/D(Works) dated 11.01.60.
- (d) Lecture cum Cinema building (Govt. owned) used for the screening of entertainment films on commercial basis.

'Market Rate of Licence Fee'

9. The term 'market rate of licence fee'/'penal rate of licence fee' will no longer be applicable, either for recovery of licence fee for residential accommodation or for charging /recovery of "Damages". Suitable amendments will be carried out in Quarter & Rents, MES Regulation, DSR(RA), Allotment of Residences (Defence Pool Accommodation for Civilians in Defence Service) Rules 1978 and other relevant orders.

10. The rate of 'damages' as above will be effective from date of issue of this letter.

11. In order to avoid any ambiguity in interpretation of the rates, the following illustrations are given:-

Illustration – 1

RESTRICTED

RESTRICTED

159

Wherever an occupant of Defence Pool accommodation is declared as unauthorised occupant, either on superannuation or during service or he has been served with notice for eviction under the PPE Act, the rates mentioned in para 2 will form the basis for working out the damages rates of recovery from the date he has been declared as unauthorised occupant. For example an officer living in type V accommodation at Delhi, with a living area of 130.5 sq mtrs, will be required to pay the damages rate @ 2740.50 (i.e. 130.5 x 21) per month. Other allied charges will be over and above and will be recovered as per existing rules.

Illustration – 2

Whenever any service personnel/civilians paid from Defence Service Estimates are in occupation of Defence Pool Accommodation in a station other than Delhi/New Delhi, the damages rates for recovery will be laid down by the Station Commander through a board of officers in consultation with the local CPWD authorities. While doing so, local MES authorities will also be associated. Those rates will be published in the Station Orders for implementation.

12. This issues with the concurrence of Ministry of Defence (Finance) vide their U.O.No. 1090/WI of 1988.

Sd/xxx

(KARTAR SINGH)

Under Secretary to the Government of India.

Copy to:-

The controller General of Defence Accounts, New Delhi.

The Director of Audit, Defence Services, New Delhi.

The Senior Deputy Directors of Audit, Defence Services,
All Commands

Controller of Defence Accounts, All Commands.

Controller of Defence Accounts, Navy.

The controller of Defence Accounts, Air Force.

Ministry of Defence/Finance (Works) – 2 copies.

DFA(W), DFA(AG), D (Navy-IV), D (Air-II), D (Cir-1)

Adjutant Central Branch, Org 4 (Civ) (d), The Army HQrs/QMG'S Br /Q3(B-i) –
100 copies.

The Army HQrs/Dte. of Works- 50 copies

CAO &JS, New Delhi-10 copies.

R&D Organisation, DG, D (FY-II)

E-in-C Br/E-1 WPC – 2 copies.

Copy signed in ink to be forwarded to:-

The controller of Defence Accounts
All Commands.

Annexure XVI(Cont'd)

RESTRICTED

RESTRICTED

160

(Refers to Para 73 of Chapter VII)

No. D/68628/Q5(B-i)/3503/D(Q&C)/98
Government of India
Ministry of Defence
New Delhi, the 9th Nov 1998.

CORRIGENDUM

1. The following amendments are made to this Ministry's letter No. B/68628/Q3(B-i)/2450/D(Q&C) dt 27 May 1988 and as amended vide corrigendum No. B/68628/Q3(B-i)/2450/D(Q&C) dated 14 Feb 1996 regarding charging of damages for unauthorised occupation of defence pool accommodation and recovery of licence fee when defence pool accommodation is allotted to ineligible persons/ organisation/private parties. The existing entries against para 2a, 3 & 5 may be deleted and substituted as follows: -

(a) FOR (PARA 2 (A))

'READ'

(a) Delhi/New Delhi – The damages rates for unauthorised occupation of Defence Pool accn for Delhi and New Delhi shall be ₹ 65/- per sq mt per month of living area in respect of 'Type' 'A' to 'D' Type '1' to IV) accommodation and ₹ 95/- per sq mt per month of living area in respect of Type 'E' and above in addition garden and other charges, as applicable shall also be recovered.

(b) FOR (PARA 3)

READ

(a) So far as para 2(a) is concerned these orders will be effective from 01 Oct 1998 and will remain in force till further orders. The rates revised under paras 2(b) & 2(c) would be effective from the dates of promulgation of revised rates 'b' the respective local CPWD & MES authorities as the case may be.

RESTRICTED

RESTRICTED

161

(c) FOR PARA (5)

READ

The rate of damages as above would be the rate to be charged from unauthorised occupants. These rates would be effective from the dates mentioned in para 3 above and all pending cases prior to the above period may be disposed of based on the pre-revised orders. Unauthorised occupation beginning subsequent date would come within the purview of revised rate of damages.

2. This issues with the concurrence of Ministry of Defence (Fiance/Works-1) vide their ID No. 663/DO/Works/98 dated 03 Nov 98.

Yours faithfully,

Sd/xx
(DR Mehra)

Under Secretary to the Govt of
India

To,

The Chief of the Army Staff
The Chief of the Naval Staff
The Chief of the Air Staff.

RESTRICTED

RESTRICTED

162

Annexure XVI(Cont'd)
(Refers to Para 73 of Chapter VII)

No. Q&D/35/Insp/Civ
Office of the CDA WC Chandigarh
Dated 18 Jan 1995

The AAOs/UAs BSO (E) Delhi Cantt
Dealing with revenue work

Sub: Charging of Correct rate of rent from
Private parties (Regtl shops, MES Contractor etc)

In accordance with Govt of India, Min of Defence New Delhi letter No. B-68628/Q3/2450/D(Q&C) dated 27 May 88 (photo copy attached) reproduced in BC circular No. 28/1/95 is licence fee is to be charged from the Regtl shops/contractors are in occupation. Def Pool accommodation over and above the scale laid down in Govt of India, MoD letter No. 59648/Q3(R)(Policy)/44/D(Works) dated 11.1.95 (i.e. 120 sq ft). Theness of rent could be ascertained only if area occupied by Regtl shop/ contractornt assessed in each case by convening a Board of Officers.

The rent to be charged for standard and classified accommodation is ₹ 1.71 per sq ft and that for substandard/ incl ascertained accn is ₹ 1/- per Sq mt as laid down MOB letter No. 1(1)/17/P dated 13 Jan 88 (RC 14 dated 10.2.88)/ For private parties, the spl. Licence fee is double the standard rent i.e. they are to be charged ₹ 3.42 per sq mt or ₹ 2/- for respective accommodation over and above the scale of per sq ft.

The practice followed by your office in the manner of issue of rent bills for regimental shops, contractors, lecture-cu-cinema halls, etc. may please be forwarded to this office duly verified by your LAOs. The information may please be forwarded on the following lines: -

- (a) Parties wise defence pool accn occupied by each regimental shop, contractors, institution, lecture-cum-cinema hall and area occupied by them.
- (b) Whether the area occupied by them has been assessed by a board of officers or not. If not what action has been taken to get it assessed by such a board.
- (c) The extent of arrears rent party wise.

RESTRICTED

RESTRICTED

163

(d) Whether a rent bill covering the arrears due from the party concerned has been floated. If so the period and rates of monthly rent charges may be specified.

(e) The month upto which recovery of rent has actually been affected at the revised rates.

(f) Reasons for the rent falling into arrears.

Your reply duly verified by your RAO should reach this office by 15.2.95.
Jt CDA has seen.

Senior account officer (Q&M)

RESTRICTED

RESTRICTED

164

Annexure XVII
(Refers to Para 77 of Chapter VII)

Tele 23012579
FAX 23018981

Air Headquarters
Vayu Bhavan
New Delhi – 110011

Air HQ/ S. 17726/4/ATS (BM XVI)

12 Dec 05

HQ WAC, IAF
HQ EAC, IAF
HQ CAC, IAF
HQ SWAC, IAF
HQ SAC, IAF
HQ TC, IAF
HQ MC, IAF
HQ MC, IAF
HQ ANC

**ISSUANCE OF “NO OBJECTION CERTIFICATE” BY MOD
FOR CONSTRUCTION OF HIGH RISE BUILDINGS/STRUCTURES**

1. MoD issues NOC, for construction of high rise buildings and other structures for development projects of GOI, State Govts and private sector entrepreneurs located near our airfields. The guidelines for processing and vetting the proposals were forwarded vide Air HQ/ 17816/AD dated 01 Jan 99. There have been a large number of instances when there has been considerable delay in issuance of NOC. This has resulted in delayed commencement of the project which has come in for criticism at Govt levels.

2. It has been observed that the time taken for the issuance of NoC gets prolonged to as much as 10-14 months, thus inviting avoidable reminders. Although thorough examination of each case is necessary, it is important that a time frame is laid down for the related activities at each stage. A specific time frame is being laid down, which needs to be followed:-

(a)	Initial processing at Air HQ (Applications received at Air Hq centrally from the applicant/Command HQ/MoD are vetted for completeness)	07 days
(b)	Examination of cases and comments by Command HQ	45 days

RESTRICTED

RESTRICTED

165

	(inclusive of processing at the station)	
(c)	Examination by Dtes at Air HQ and ACAS level (D Ops (AD), D Ops (Off), D Op Nav, DFS, DAFW and D Int)	30 days
(d)	Issue of NoC by MoD (Based on the recommendations by Air HQ)	14 days

3. A proactive approach at all levels is essential to adhere to the stipulated time frame. Close monitoring of NOC proposal would enable this HQ to issue NOCs expeditiously. Directions may kindly be issued to the concerned stations and staff to adhere to the above stipulated time frames.

Sd/xxxxxxx
(Ajit
Bhavnani)
Air Mshl
VCAS

Internal Copy to:

AOA
ACAS (Ops)
ACAS (Op C& D)
ACAS (Int)

RESTRICTED

RESTRICTED

166

Annexure XVIII
(Refers to Para 79 of Chapter VII)

THE GAZETTE OF INDIA : MARCH 3, 2007

(Circulated to HQ Commands vide Air HQ/36051/1/RESTD/W(P&C) dt
16 Apr 07)

PART - II SECTION - 4

MINISTRY OF DEFENCE

New Delhi, the 14th February, 2007

S.R.O.12.---- In exercise of the powers conferred by Sections 3 and 7 of the Works of Defence Act, 1903 (7 of 1903), the Central Government, being of the opinion that it is necessary and expedient to impose restrictions, upon the use and enjoyment of land in the vicinity of the Indian Air Force Stations and Installations, hereby declares that such land shall be kept free from buildings and other obstructions and directs that: -

(a) no building or structure shall be constructed, created or erected or no tree shall be planted on any land within the limits of 100 meters from the crest of the outer parapet of Indian Air Force Stations and Installations as given in the Annexure 'A' to this notification.

(b) no building or structure shall be constructed, created or erected or no tree shall be planted on any land within the limits of 900 meters from the crest of the outer parapet of Indian Air Force Stations and Installations as given in the Annexure 'B' to this notification.

(c) no building or structure shall be constructed, created or erected or no tree shall be planted on any land within the limits of 100 meters from the crest of the outer parapet except that the limit of 100 meters will extend to 900 meters from and in line with the boundary of the bomb dump at Indian Air Force Stations and Installations as given in the Annexure 'C' to this notification.

(d) The restrictions imposed by the Government of India in the Ministry of Civil Aviation under Section 9A of the Aircraft Act, 1934 (22 of 1934), vide its notification number SO-988 dated 5th January, 1988 shall continue to be applicable to the Indian Air Force Aerodromes.

(e) for the purpose of this notification, the Air Officer Commanding or Commanding Officer of the concerned Indian Air Force Stations or Installations, as the case may be, shall provide all the relevant details

RESTRICTED

including land holdings to the Collector for inclusion in the public notice to be given by him under sub section (2) of Section 3 of the Works of Defence Act, 1903 (7 of 1903).

2. This notification shall come into force on the date of its publication in the Official Gazette.

RESTRICTED

168

Annexure XVIII (Cont'd)

Annexure A
[See to Para 1(a)]

**STATIONS OR INSTALLATIONS WHERE RESTRICTION
TO BE IMPOSED UPTO 100 MTRS**

Sl No.	Name of Air Force Station	District	State
Western Air Command			
1.	Air Force Station Palam	South-West Delhi	Delhi
2.	Air Force Station Leh	Ladakh	Jammu & Kashmir
3.	Air Force Station Jammu Cantt	Jammu	Jammu & Kashmir
4.	Air Force Station Highgrounds	Mohali	Punjab
5.	Air Force Station Rajokri	South-West Delhi/ Gurgaon	Delhi/Haryana
6.	Air Force Station Sarsawa	Saharanpur	Uttar Pradesh
7.	Air Force Station Thoise	Ladakh	Jammu & Kashmir
8.	Air Force Station Amritsar Cantt	Amritsar	Punjab
9.	Air Force Station Patiala	Patiala	Punjab
10.	Air Force Station Kaluchak	Jammu	Jammu & Kashmir
11.	Air Force Station Bikaner	Bikaner	Rajasthan
12.	Air Force Station Bhagwansar	Ganganagar	Rajasthan
13.	Air Force Station Barnala	Sangrur	Punjab
14.	Air Force Station Arjanganh	South Delhi/Gurgaon	Delhi/Haryana
15.	Air Force Station Badgampura	Badgampura	Jammu & Kashmir
16.	Air Force Station Dalhausie	Chamba	Himachal Pradesh
17.	Air Force Station Kasauli	Solan	Himachal Pradesh
18.	Air Force Station Barwala	Mohali/Ambala	Punjab/Haryana
19.	Air Force Station Nathatop	Udhampur	Jammu & Kashmir
20.	Air Force Station Basant Nagar	South-West Delhi	Delhi
21.	Air Force Station Kalpi	Ambala	Haryana
22.	Air Force Station Mullanpur	Mohali	Punjab
23.	Air Force Station Dhansa	South West Delhi	Delhi
24.	Air Force Station Narela	North-West Delhi	Delhi
25.	Air Force Station Rajpura	Patiala	Punjab
26.	Air Force Station Baknour	Ambala	Haryana
27.	Air Force Station Dadri	Goutam Budh Nagar	Uttar Pradesh
28.	Air Force Station Chandinagar	Bagpat	Uttar Pradesh
29.	Air Force Station Mamun Cantt	Gurdaspur	Punjab
30.	Air Force Station Faridabad	Faridabad	Haryana
31.	Western Air Command, Subroto Park	South-West Delhi	Delhi

RESTRICTED

RESTRICTED

169

Eastern Air Command

32.	Air Force Station Barrackpore	24 Pargnas (N)	West Bengal
33.	Air Force Station Kumbhigram	Cachar	Assam
34.	Air Force Station Mohanbari	Dibrugarh	Assam
35.	Eastern Air Command, Upper Shillong	East Khasi Hills	Meghalaya
36.	Advance HQ EAC Fortwilliam	24 Pargnas (S)	West Bengal
37.	Air Force Station Salua	Paschim Midnapore	West Bengal
38.	Air Force Station Buttabari	Darjeeling	West Bengal
39.	Air Force Station Singharsa	Dumka, Pakur & Birbhum	Jharkhand & West Bengal
40.	Air Force Station Laitkor Peak	East Khasi Hills	Meghalaya
41.	Air Force Station Dinjan	Tinsukia	Assam
42.	Air Force Station Panagarh	Burdwan	West Bengal
43.	Air Force Station Kurseong	Darjeeling	West Bengal
44.	Air Force Station Missamari	Sonitpur	Assam

South Western Air Command

45.	Air Force Station Thane	Thane	Maharashtra
46.	Air Force Station Makarpura (Makarpura/Darjipura/Harni/Harni airfield)	Vadodara	Gujarat
47.	Air Force Station Phalodi	Jodhpur	Rajasthan
48.	Air Force Station Mumbai	Mumbai	Maharashtra
49.	Air Force Station Kailana	Jodhpur	Rajasthan
50.	Air Force Station Wadsar	Ahmedabad	Gujarat
51.	Air Force Station Samana	Jamnagar	Gujarat
52.	Air Force Station Mudh Island	Mudh Island	Maharashtra
53.	Air Force Station Bandra	Barmer	Rajasthan
54.	Air Force Station Mandor	Jodhpur	Rajasthan
55.	Air Force Station Jaipur	Jaipur	Rajasthan
56.	Air Force Station Lonavala	Pune	Maharashtra
57.	Air Force Station Borgad	Nasik	Maharashtra
58.	Air Force Station Mount Abu	Sirohi	Rajasthan
59.	Air Force Station Yeour / Kanheri Hills	Thane	Maharashtra
60.	Air Force Station Deesa	Banaskantha	Gujarat
61.	Air Force Station Diu	Diu	Daman & Diu
62.	Air Force Station Pokhran	Jaisalmer	Rajasthan
63.	Air Force Station Mothala	Kutch	Gujarat
64.	Air Force Station Dunda	Barmer	Rajasthan
65.	Air Force Station Gokul Nagar	Jamnagar	Gujarat
66.	Air Force Station Dwarka	Jamnagar	Gujarat
67.	Air Force Station Sarmat	Jamnagar	Gujarat

RESTRICTED

RESTRICTED

170

Central Air Command

68.	Air Force Station Bamrauli	Allahabad	Uttar Pradesh
69.	Air Force Station Tatarpur / Girdharipur	Bareilly	Uttar Pradesh
70.	Air Force Station Memaura	Lucknow	Uttar Pradesh
71.	Air Force Station Karjan	Gorakhpur	Uttar Pradesh
72.	Air Force Station Bhowali	Nainital	Uttanchal
73.	Air Force Station Tiwari Talab	Allahabad	Uttar Pradesh
74.	Air Force Station Bihta	Patna	Bihar
75.	Air Force Station Darbhanga	Darbhanga	Bihar
76.	Air Force Station Bakshi Ka Talab	Lucknow	Uttar Pradesh

Southern Air Command

77.	Southern Air Command Akkulam	Thiruvananthapuram	Kerala
78.	Air Force Station Shangumukhom	Thiruvananthapuram	Kerala
79.	Air Force Station Thanjavur	Thanjavur	Tamil Nadu
80.	Air Force Station Suryalanka	Guntur	Andhra Pradesh
81.	Air Force Station Chimney Hills	Bangalore	Karnataka

Training Command

82.	Air Force Station Tambaram	Kanchipuram	Tamil Nadu
83.	Air Force Station Hakimpet	Ranga Reddy	Andhra Pradesh
84.	Air Force Station Yelahanka	Bangalore (N)	Karnataka
85.	Air Force Station Dundigal	Ranga Reddy/Medak	Andhra Pradesh
86.	SDI & ASTE, Vimanapura	Bangalore (S)	Karnataka

Maintenance Command

87.	Air Force Station Chakeri	Kanpur	Uttar Pradesh
88.	Air Force Station Sulur	Coimbatore	Tamil Nadu
89.	Air Force Station Tughlakabad	Delhi	Delhi
90.	Air Force Station Najafgarh	Delhi	Delhi
91.	Air Force Station Palam Colony	Delhi	Delhi
92.	Air Force Station Wadsar	Gandhinagar	Gujarat
93.	Air Force Station Avadi	Chennai	Tamil Nadu
94.	Air Force Station Manauri	Allahabad	Uttar Pradesh
95.	Air Force Station Devlali	Nasik	Maharashtra
96.	Air Force Hospital, Kanpur	Kanpur	Uttar Pradesh
97.	Air Force Station Nagpur	Nagpur	Maharashtra

RESTRICTED

RESTRICTED

171

Annexure 'B'

[See to Para 1(b)]

**STATIONS OR INSTALLATIONS WHERE RESTRICTION
TO BE IMPOSED UPTO 900 MTRS**

Sl No.	Name of Air Force Station	District	State
1.	Air Force Station Amla	Betul	Madhya Pradesh
2.	Air Force Station Gurgaon	Gurgaon	Haryana
3.	Air Force Station Digaru	Kamrup	Assam

Annexure 'C'

[See to Para 1(c)]

**STATIONS OR INSTALLATIONS WHERE RESTRICTION
TO BE IMPOSED UPTO 100 TO 900 MTRS**

Sl No.	Name of Air Force Station	District	State
Western Air Command			
1	Air Force Station Srinagar	Badgampura	Jammu & Kashmir
2	Air Force Station Ambala Cantt	Ambala	Haryana
3	Air Force Station Adampur	Jalandhar	Punjab
4	Air Force Station Halwara	Ludhiana	Punjab
5	Air Force Station Chandigarh	Chandigarh/ Mohali	UT/Punjab
6	Air Force Station Pathankot	Gurdaspur	Punjab
7	Air Force Station Hindan	Ghaziabad	Uttar Pradesh
8	Air Force Station Bhisiana	Bhatinda	Punjab
9	Air Force Station Suratgarh	Sri Ganganagar	Rajasthan
10	Air Force Station Udhampur	Udhampur	Jammu & Kashmir
11	Air Force Station Sirsa	Sirsa	Haryana
12	Air Force Station Nal	Bikaner	Rajasthan
13	Air Force Station Rajasansi	Amritsar	Punjab
14	Air Force Station Awantipur	Pulwama	Jammu & Kashmir
South Western Air Command			
15	Air Force Station Lohegaon	Pune	Maharashtra
16	Air Force Station Bhuj	Kutch	Gujrat
17	Air Force Station Ratanada	Jodhpur	Rajasthan
18	Air Force Station Jamnagar	Jamnagar	Gujarat
19	Air Force Station Jaisalmer	Jaisalmer	Rajasthan
20	Air Force Station Utarlai	Barmer	Rajasthan
21	Air Force Station Bhanada (Naliya)	Kutch	Gujarat

RESTRICTED

RESTRICTED

172

Eastern Air Command

22	Air Force Station Kalaikunda	Midnapore	West Bengal
23	Air Force Station Jorhat	Jorhat	Assam
24	Air Force Station Tezpur	Sonitpur	Assam
25	Air Force Station Chabua	Dibrugarh	Assam
26	Air Force Station Hasimara	Jalpaiguri	West Bengal
27	Air Force Station Borjhar	Kamrup	Assam
28	Air Force Station Bagdogra	Darjeeling	West Bengal
29	Air Force Station Purnea	Purnea	Bihar

Central Air Command

30	Air Force Station Agra	Agra	Uttar Pradesh
31	Air Force Station Bareilly	Bareilly	Uttar Pradesh
32	Air Force Station Gorakhpur	Gorakhpur	Uttar Pradesh
33	Air Force Station Maharajpur	Gwalior	Madhya Pradesh

Training Command

34	Air Force Station Bidar	Bidar	Karnataka
----	-------------------------	-------	-----------

[F.No.4(13)/2005/D (Air-II)
S.K. JHA, Under Secy.

RESTRICTED

RESTRICTED

173

Annexure XVIII (Cont'd)

(Circulated to HQ Commands vide Air HQ/36051/1/RESTD/W(P&C) dt
03 Mar 10)

**THE GAZETTE OF INDIA : JANUARY 23, 2010
PART-II, SECTION-4**

GOVERNMENT OF INDIA

MINISTRY OF DEFENCE

New Delhi, the 13th January, 2010

S.R.O.4-- In exercise of the powers conferred by sections 3, and 7 of the Works of Defence Act, 1903 (7 of 1903), the Central Government, being of the opinion that it is necessary and expedient to impose restrictions, upon the use and enjoyment of land in the vicinity of the Indian Air Force Stations and Installations, hereby declares that such land shall be kept free from buildings and other obstructions and directs that: -

(a) No building or structure shall be constructed, created or erected or no tree shall be planted on any land within the limits of 100 meters from the crest of the outer parapet of Indian Air Force Stations and Installations as given in the Annexure 'A' to this notification;

(b) No building or structure shall be constructed, created or erected or no tree shall be planted on any land within the limits of 900 meters from the crest of the outer parapet of Indian Air Force Stations and Installations as given in the Annexure 'B' to this notification;

(c) No building or structure shall be constructed, created or erected or no tree shall be planted on any land within the limits of 100 meters from the crest of the outer parapet except that the limit of 100 meters will extend to 900 meters from and in line with the boundary of the bomb dump at Indian Air Force Stations and Installations as given in the Annexure 'C' to this notification;

(d) For the purpose of this notification, the Air Officer Commanding or Commanding Officer of the concerned Indian Air Force Stations or Installations, as the case may be, shall provide all the relevant details including land holdings to the Collector/Magistrate for inclusion in the public notice to be given by him under sub-section (2) of Section 3 of the Works of Defence Act, 1903 (7 of 1903).

RESTRICTED

RESTRICTED

174

2. This notification shall come into force on the date of its publication in the Official Gazette.

Annexure 'A'

STATIONS WHERE RESTRICTION TO BE IMPOSED UPTO 100 METERS

[see to Para 1(a)]

Sl No	Name of Air Force Station	District	State
Western Air Command			
1.	Air Force Station Palam	South-West Delhi	Delhi
2.	Air Force Station Rajokri	South-West Delhi/ Gurgaon	Delhi/Haryana
3.	Air Force Station Bikaner	Bikaner	Rajasthan
4.	Air Force Station Bhagwansar	Ganganagar	Rajasthan
5.	Air Force Station Barnala	Sangrur	Punjab
6.	Air Force Station Arjanganh	South Delhi/Gurgaon	Delhi/Haryana
7.	Air Force Station Badgampura	Badgampura	Jammu & Kashmir
8.	Air Force Station Barwala	Mohali/Ambala	Punjab/Haryana
9.	Air Force Station Nathatop	Udhampur	Jammu & Kashmir
10.	Air Force Station Basant Nagar	South-West Delhi	Delhi
11.	Air Force Station Mullanpur	Mohali	Punjab
12.	Air Force Station Dhansa	South West Delhi	Delhi
13.	Air Force Station Narela	North-West Delhi	Delhi
14.	Air Force Station Dadri	Goutam Budh Nagar	Uttar Pradesh
15.	Air Force Station Chandinagar	Bagpat	Uttar Pradesh
16.	Air Force Station Mamun Cantt	Gurdaspur	Punjab
17.	Air Force Station Faridabad	Faridabad	Haryana
18.	Western Air Command, Subroto Park	South-West Delhi	Delhi
Eastern Air Command			
19.	Air Force Station Kumbhigram	Cachar	Assam
20.	Eastern Air Command, Upper Shillong	East Khasi Hills	Meghalaya
21.	Air Force Station Salua	Paschim Midnapore	West Bengal
22.	Air Force Station Buttabari	Darjeeling	West Bengal
23.	Air Force Station Laitkor Peak	East Khasi Hills	Meghalaya
24.	Air Force Station Panagarh	Burdwan	West Bengal
South Western Air Command			
25.	Air Force Station Thane	Thane	Maharashtra
26.	Air Force Station Makarpura (Makarpura/Darjipura/Harni/Harni airfield)	Vadodara	Gujarat
27.	Air Force Station Samana	Jamnagar	Gujarat
28.	Air Force Station Bandra	Barmer	Rajasthan
29.	Air Force Station Jaipur	Jaipur	Rajasthan

RESTRICTED

RESTRICTED

175

30.	Air Force Station Lonavala	Pune	Maharashtra
31.	Air Force Station Yeour / Kanheri Hills	Thane	Maharashtra
32.	Air Force Station Deesa	Banaskantha	Gujarat
33.	Air Force Station Diu	Diu	Daman & Diu
34.	Air Force Station Pokhran	Jaisalmer	Rajasthan
35.	Air Force Station Dunda	Barmer	Rajasthan

Central Air Command

36.	Air Force Station Bamrauli	Allahabad	Uttar Pradesh
37.	Air Force Station Tatarpur / Girdharipur	Bareilly	Uttar Pradesh
38.	Air Force Station Memaura	Lucknow	Uttar Pradesh
39.	Air Force Station Karjan	Gorakhpur	Uttar Pradesh
40.	Air Force Station Bhowali	Nainital	Uttanchal
41.	Air Force Station Tiwari Talab	Allahabad	Uttar Pradesh
42.	Air Force Station Darbhanga	Darbhanga	Bihar
43.	Air Force Station Bakshi Ka Talab	Lucknow	Uttar Pradesh

Southern Air Command

44.	Southern Air Command Akkulam	Thiruvananthapuram	Kerala
45.	Air Force Station Shangumukhom	Thiruvananthapuram	Kerala
46.	Air Force Station Thanjavur	Thanjavur	Tamil Nadu
47.	Air Force Station Chimney Hills	Bangalore	Karnataka

Training Command

48.	Air Force Station Tambaram	Kanchipuram	Tamil Nadu
49.	Air Force Station Hakimpet	Ranga Reddy	Andhra Pradesh
50.	Air Force Station Yelahanka	Bangalore (N)	Karnataka
51.	Air Force Station Dundigal	Ranga Reddy/Medak	Andhra Pradesh
52.	SDI & ASTE, Vimanapura	Bangalore (S)	Karnataka

Maintenance Command

53.	Air Force Station Chakeri	Kanpur	Uttar Pradesh
54.	Air Force Station Sullur	Coimbatore	Tamil Nadu
55.	Air Force Station Tughlakabad	Delhi	Delhi
56.	Air Force Station Najafgarh	Delhi	Delhi
57.	Air Force Station Wadsar	Gandhinagar	Gujarat
58.	Air Force Station Devlali	Nasik	Maharashtra
59.	Air Force Hospital, Kanpur	Kanpur	Uttar Pradesh
60.	Air Force Station Vayu Sena Nagar, Nagpur	Nagpur	Maharashtra

RESTRICTED

RESTRICTED

176

Annexure 'B'

**STATIONS WHERE RESTRICTION TO BE IMPOSED UPTO 900
METERS**

[see to Para 1(b)]

Sl No.	Name of Air Force Station	District	State
1.	Air Force Station Amla	Betul	Madhya Pradesh
2.	Air Force Station Digaru	Kamrup	Assam

Annexure 'C'

**STATIONS OR INSTALLATIONS WHERE RESTRICTION
TO BE IMPOSED UPTO 100 TO 900 MTRS**

[see to Para 1(c)]

Sl No.	Name of Air Force Station	District	State
Western Air Command			
1.	Air Force Station Srinagar	Badgampura	Jammu & Kashmir
2.	Air Force Station Halwara	Ludhiana	Punjab
3.	Air Force Station Chandigarh	Chandigarh/ Mohali	UT/Punjab
4.	Air Force Station Hindan	Ghaziabad	Uttar Pradesh
5.	Air Force Station Bhisiana	Bhatinda	Punjab
6.	Air Force Station Udhampur	Udhampur	Jammu & Kashmir
7.	Air Force Station Sirsa	Sirsa	Haryana
8.	Air Force Station Awantipur	Pulwama	Jammu & Kashmir
Eastern Air Command			
9.	Air Force Station Hasimara	Jalpaiguri	West Bengal
10.	Air Force Station Bagdogra	Darjeeling	West Bengal
Central Air Command			
11.	Air Force Station Bareilly	Bareilly	Uttar Pradesh
12.	Air Force Station Gorakhpur	Gorakhpur	Uttar Pradesh
Training Command			
13.	Air Force Station Bidar	Bidar	Karnataka

[F.No.Air HQ/36051/RESTD/W(P&C)]

(Anjali Singh)

Deputy Secretary to the Government of India

RESTRICTED

RESTRICTED

177

Annexure XIX
(Refers to Para 80 of Chapter VII)

**STANDARD TERMS OF REFERENCE FOR BOO FOR IMPOSITION OF
RESTRICTION AROUND AIRFIELDS/INSTALLATIONS**

1. To compile the Board Proceedings as per the guidelines issued vide Air HQ letter No(s) Air HQ/36051/1/RESTD/W(P&C) dated 03 Jul 06, 14 Aug 06, 16 Apr 07 and 03 Mar 10 .
2. To identify the already existing structures in the restricted zones as mentioned in Appendices A, B and C(As applicable to the station) of SRO 4 dated 13 Jan 2010 with area and height of such structures. The details of existing structures are to be made as per the following format. This must be signed by Rep of Revenue Authority, Rep of DEO, Presiding officer and Members.

**DETAILS OF STRUCTURES WITHIN RESTRICTED ZONE AT AF
STATION.....**

Khasra No.	Approx area (if known)	Particular of bldg		Height (in mtrs)	Approx cost/ Compensation
		Name	Purpose/ Use		

Signature of
Rep of Revenue Authority

Signature of
Rep of DEO

Signature of
Presiding Officer &
Members

3. The structures to be identified as per following criteria:
 - (a) All buildings within 100 mtrs from domestic and technical area. The distance to be calculated from the outer parapet, i.e. from perimeter wall or fence. **For stations listed in Annexure A only**
 - (b) 900 mtrs from the wall/fence of all bomb dumps or weapon storage areas. Any distance from the wall of Bomb Dump/WSA to the perimeter wall/fence falling within Air Force land is to be included within the limit of 900 mtrs but buildings/structures being Air Force/defence are not to be marked on the map. **For stations listed in Annexure B & C only**
4. To prepare sketch plan of the land on the prescribed scale i.e. not smaller than six inches to mile, including details of the existing structure like Khasra number, size, sketch plan and other relevant details to specify the location of particular plots on which each such structure is located.

RESTRICTED

RESTRICTED

178

5. To identify and mark out the prominent existing structures and buildings around the sensitive areas on the sketch map.
6. To attach certificate of land holding cum Annual Verification and certificate of no pending case for NOC as per the format given Appendix 'A' and 'B' respectively to this terms of references.
7. To justify imposition of restriction proposed by way of the security scenario, fight safety requirement etc vis-à-vis the requirement of such restriction details in the board proceedings.
8. To give categories of land falling under the proposed restricted area i.e. residential, agricultural, industrial area etc giving extent of each category.
9. To specify existing rate of land as obtained from revenue authorities. However if this is likely to delay the finalisation of BOO then it could be recorded separately.
10. To enclose a detailed Khasra Map of the area proposed to be brought under restriction clearly highlighting the structures/buildings alongwith the details of survey/khasra number. The map must be signed by Rep of DEO and Rep of Revenue authority. Domestic and Technical area, restricted zone etc are to shown in Khasra Map as per the following colour code.
 - (a) Domestic Area – **Blue Colour**
 - (b) Technical Area – **Pink Colour**
 - (c) Boundary fencing/wall – **Brown Colour Marking Only**
 - (d) Restricted Zone of 900m area – **Red Colour (boundary of WSA, Bomb Dump etc to be clearly marked)**
 - (e) Restricted Zone of 100m area – **Light Green Colour**
 - (f) Bldgs/Structures located within restricted zone – **Black Colour**
11. To confirm that no more NOC cases concerning the marked out critical area are being processed.
12. The justification of the BOO is to emphasize that Ministry of Civil Aviation Notification No SO 988 dated 05 Jan 88 invoking section 9A of the Aircraft Act 1934(22 of 1934) continues to be applicable. It is only restrictions pertaining to Section 3 and 7 of Work of Defence Act, 1903 (7of 1903) which need to be re-notified as Gazette Notification by the Central Government.
13. To cover other relevant points, not covered above, if any.
14. To record findings and make recommendations.

RESTRICTED

RESTRICTED

180

CHAPTER VIII - MISCELLANEOUS

APPENDICES

APPENDIX	DETAILS	REFERENCE TO PARA No.
A	Instructions and Format for the Preparation and Maintenance of Electronic form Station Dossiers	46
B	Prescribed schedule of periodical checks/ inspection of Air Force buildings, fittings, fixtures, furniture and E/M installations supplied and maintained by the MES.	68(b)
C	Detailed instructions and time schedule for regularisation of losses of Air Force buildings, furniture etc. supplied by MES	80
D	Questionnaire for preparing SOC for regularisation of losses.	80
E	SOP for write off losses of assets of Air Force and MES borne on the books of the MES not due to Theft, fraud or gross-neglect	81
F	SOP for write off losses of assets of Air Force and MES borne on the books of the MES due to theft, fraud or gross-neglect	81

ANNEXURE

ANNEXURE	DETAILS	REFERENCE TO PARA No.
I	Air HQ/S 37960/AD (Cam) dt 07 Jul 2000	7
II	Air HQ/S 37960/AD (CAM) dt 07 Mar 2005	7
III	Suggested Camouflage, Concealment and Deception Plan for an Airfield	10
IV	E-in-C's Branch letter No 80848/A/T&C/E2 Air dt 12 Oct 92	20
V	SOP For RRS, Dall Express	24
VI	Rules Pertaining to Barrack Damages(Extract	52

RESTRICTED

RESTRICTED

181

	from MES Regulations)	
VII	Instructions on Recovery of Barrack Damages Air HQ/37512/14/W (Coord) dated 29 Apr 1969, 07 Jan 1967 and 07 Nov 1967	64, 65, 67 & 73
IX	Schedule IV (B) & V (B) Financial powers for write off losses. GoI MoD letter No Air HQ/ 95378/1/Fin P/2431/US(RC)/Air-II/06 dt 14 Jul 06	64 & 65

INTRODUCTION

1. This chapter contains information and instructions relating to the following miscellaneous subjects:-

- (a) Camouflage.
- (b) Runway Rehabilitation Schemes.
- (c) Station Dossier.
- (d) Bi-Annual Accommodation Return.
- (e) Barrack damages.
- (f) Storm Damages.
- (g) Regularisation Of Losses Of Air Force Buildings/ Furniture, Stores (Fittings & Fixtures) Tools And Plants Supplied and Maintained By The MES

CAMOUFLAGE

2. Battlefield, survivability depends to a large extent, on how effectively we conceal our selves from the enemy. Therefore, camouflage should be considered a force multiplier and not a mere adjunct to operations. The aim of camouflage is to conceal or distort the typical signatures of various objects in different parts of electromagnetic spectrum. To be effective, there is a need to adopt an integrated approach towards camouflage and deception by all the three services and supporting agencies such as para-military forces and industries vital to the defence effort. This approach is equally valid for the tactical as well as the strategic aspects of camouflage.

RESTRICTED

3. **Principle.** The basic principle of camouflage involves hiding, blending and distorting the shape of the object in totality, so as to enhance the survivability and provide protection against enemy's surveillance system across the full electromagnetic spectrum.

4. **Planning.** Modern day concept of integrated operation calls for an integrated approach towards the planning of camouflage, concealment and deception techniques. The planning has to be carried out at the highest level and disseminated down the chain on need to know basis. It must be dovetailed into strategic and operational plans not as a mere adage but as a force multiplier. The planning and implementation of camouflage and deception at all levels has to be coordinated in such a manner so as to sustain the impression sought to be conveyed to any enemy surveillance. Conduct of exercises at the highest level to evaluate the performance of the camouflage and deception measures in today's transparent battlefield should also be regularly carried out.

5. **Strategic Camouflage.** Strategic Camouflage is the camouflage of all installations, be it military, or civil, that contributes towards the war efforts of a nation and damage to which would hamper the capability of the nation to wage war or alternately affect the morale of the nation. Strategic camouflage must be given due weightage at the time of planning a green airfield or while planning a new construction. Strategic camouflage would include the following:-

- (a) Dispersed siting of various critical buildings to deceive signature.
- (b) Design the buildings in a manner that makes it difficult to detect or make it difficult to identify.
- (c) Landscaping of the surroundings of the airfields in a manner that helps its concealment from the aerial view above.
- (d) Planting of trees and vegetation in a manner that conceals the vital assets as a natural camouflage.
- (e) Select colour of the buildings / assets in a manner that it merges with natural colours around it.

6. **Tactical Camouflage.** At the tactical level, camouflage plans have to be worked out and dovetailed into the main operational plan. The camouflage plan should cover the following:-

- (a) Identifying the enemy surveillance capability and assessing the threat from air, sea and ground.

RESTRICTED

183

- (b) Evolution of comprehensive policy guidelines.
- (c) Formulation of tactical camouflage plan at highest level.
- (d) Peace time procurement and issue of camouflage / deception equipment.
- (e) Priority of issue of camouflage equipment based on the threat and the installation / equipment to be protected.
- (f) Peace time camouflage of threatened installations (aircraft, radar, equipment, command and communication centres, runways and aviation installation).
- (g) War time implementation of various camouflage measures planned during peace time.
- (h) Issue of movement policy for vehicles and equipment to include use of equipment and simulation plans based on peace time evaluation and war time assessments.
- (j) Evaluation and review of camouflage measures.

7. Policy on camouflage, concealment and deception is issued by Air Defence directorate at Air HQ. At present camouflage in the Air Force is governed by Air HQ letters No Air HQ/S 37960/AD (Cam) dt 07 Jul 2000 and Air HQ/S 37960/AD (CAM) dt 07 Mar 2005 placed at **Annexure I and II** respectively.

8. Implementation of the camouflage scheme must be finalised at the unit level in accordance with the policy letters mentioned above with regard to land, buildings, hangars, blast pens, runways, taxi tracks, dispersal and other aircraft operating surfaces and AF assets that were created through works funds.

9. Units must project the requirement of funds for this purpose under code head 760/07 (camouflage painting) well in advance along with other funds on wks as well as MES channels through respective GEs.

10. A comprehensive guideline on Camouflage and Deception (Inter Service Policy Statement-2008 on Camouflage) is formulated by E-in-C's branch (placed as **Annexure III**) which can be referred only as guideline by the stations and should not be treated as authority.

RESTRICTED

Camouflage Painting In Air Force

11. As compared to Army, bases in Air force are much larger. It is a challenging task to camouflage and conceal more than 3 Km long runway and disposals spread over hundreds of acres, from aerial photography. This task has become even more difficult with satellite imagery with google pictures of any place in the world available on the click of a mouse. It is practically impossible to hide our assets completely.

12. Therefore the policy regarding camouflage painting of building, runways, other aircraft appealing surface, aircrafts, vehicles etc. has been constantly refined with changing threat perception, improved technology of aerial photography and fast growing non military population around airfield.

13. In 1992 a comprehensive policy of camouflage painting of building & operating surfaces using disruptive pattern of mix of three different shades of green to be mixed in fixed percentage for green plains and mixed shade of sand stone colours for the desert area.

14. This camouflage scheme proved very effective in concealing air fields and building from aerial photography at that time when most of the Air Force bases located far away from cities and were surrounded by long stretches of agricultural fields, Jungles or desert. There were very little population and civilian buildings around Air Force bases. This helped in perfect blending of Air Force base with surrounding geographical features. During the second half on nineties large scale cutting of trees had to be done to clear jungles within Air Force Stations for flight safety considerations. At the same time due to liberalisation of economy accelerated the pace of industrial development which resulted in development of cities towards aerodromes and gradually the agricultural lands around airfield got converted into urban habitats. All this changed the topography of the land in and around Air Force bases. Also the technology of aerial photography improved and it became possible to capture the specific areas with high degree of precision. Satellite imagery further enhanced the resolution of the photography; thereby increasing the challenges of camouflage measures.

15. All these changes necessitated the review the policy camouflage painting of disruptive pattern using the shade of green and sand stone colour. Thus a new policy of admiralty grey colour for all building was issued vide Air HQ/S 37960/AD(Cam) dated 04 Jul 1999 and Air HQ/37528/CAMOUFLAGE/W(P&C) dated 04 Oct 99. According to this policy, the units in the Air Force were divided

RESTRICTED

185

broadly into two categories i.e Desert areas and Non-desert area. All buildings in Non-desert areas were required to be painted Dark Admiralty Grey (IS code No. 632 of IS-5:1994) and units located in desert area were given choice of selecting single colour out of light shades of colour ranging from Golden Yellow to different shades of stone depending upon predominance of colours of surroundings certain amount of flexibility was given in imitative painting to match with surrounding.

16. Trials carried out to ascertain the effectiveness of admiralty grey color scheme revealed following draw backs :-

- (a) Dark admiralty grey colour would stand out in Hilly areas especially during snow seasons.
- (b) Admiralty grey colour in domestic area made Air Force buildings stand out as compared to adjoining civil population especially when station is surrounded by thickly populated civil area.
- (c) Dark shade of Admiralty colour fades away very fast and gives unpleasant appearance to the buildings. This aspect came under severe criticism during inspection visits.
- (d) Dove grey colour was preferred by many stations over Admiralty grey because dove grey would last longer and does not fade with time.

17. To address these problems camouflage policy was once again revised 07 Mar 2005 as following:-

- (a) Policy of camouflage and concealment for radar, SAGW, Vehicles, Eqpt and aircraft was retained.
- (b) Policy on camouflage painting of aircraft operating surfaces and buildings was intended to be fine tuned.

18. Based on the studies carried out by the Command, Air HQ issued directions vide Air HQ/36072/1/W (P&C) dated **14 Nov 06** delegating the power to decide the colour scheme to the Command HQ. Further refining of camouflage paintings of buildings is under active consideration and policy on the subject will be issued as a classified letter separately.

RESTRICTED

RESTRICTED

186

RUNWAY REHABILITATION SCHEME

19. Runway Rehabilitation Scheme is governed by the following GoI MoD letters:-

- (a) Air HQ/S 37532/86/W(P)/PC2/AF/7685/D(Air-II) dt 27 Sep 76.
- (b) Air HQ/S 37532/86/W (P&C)/AF/1032-S/D (Air-II) dt 07 Jun 90.
- (c) Air HQ/S 37532/86/W (P&C)/PC-5/1979-S/D (Air-II) dt 15 Oct 90.
- (d) Air HQ/37532/86/W (P&C) /143/D (Air-IV) dt 30 Jan 97.
- (e) Air HQ/ 37532/ 86/ DE/ W (P&C)/ACE/ 1228/ III/ 01/ D(Air-I) dt 28 Dec 01.

20. The detailed instructions on provisioning of spares, repair schedule, accounting procedure, training, manpower planning and storage etc. are contained in the E-in-C's Branch letter No 80848/A/T&C/E2 Air dt 12 Oct 92 reproduced at **Annexure IV**.

21. Capability of Rapid Repair of Runways, damaged due to enemy bombing during hostilities, is an essential ingredient of operational preparedness of Air Force. A damaged runway will render the entire aircraft fleet of that Air Force Station ineffective, unless the same is repaired within a minimum possible time frame. Hence, there is a requirement to quickly repair the runway in 3 to 4 hrs time. While doing so, it is necessary to ensure that the rehabilitated portion is able to withstand all the stresses/ strains and loads of fast moving aircraft, as that of the original pavements.

22. In case of heavy bombing, 6-8 craters are expected per attack and total numbers of craters expected are about 12 to 20 Nos. per airfield/week. The total surface to be repaired may reach 100 to 125 Sq Mtr per crater. The size of crater expected is about 3.65 Mtr in diameter and depth 1.1 Mtr. This may go up to 5 mtr in diameter and depth 1.5 to 2.0 Mtr with upheaved area of 125 Sq Mtr. The connected damages that may occur are as below:

- (a) Concrete slabs/flexible pavements surrounding the crater may be lifted by 30 to 60 cm in an area of 10-12 m diameter.
- (b) Smaller damages to the runway may be caused due to splinters.

RESTRICTED

RESTRICTED

187

- (c) Debris resulting from the craters may spread over large area of runway/taxi tracks.

History And Background Of RRS In IAF

23. **RRS-76.** This scheme was introduced in 1976, for rapid repair of damaged runways. This was manpower and equipment intensive scheme. The task was carried out through normal Concreting/ Bituminous Macadam. Repair time varied from 24 hrs to 36 hrs. This being a vintage scheme and its time frame not tactically acceptable in present Op scenario, "Dall Express" French System was introduced. Gradually all important airfields are being planned to be equipped with faster means of runway rehabilitation.

24. **Dall Express System (DES).** After extensive global search and analysis of available equipment, it was decided to procure "DALL EXPRESS" Machines from ATN France, for which approval of the Government was taken in 1990. This scheme was introduced in 1990, to replace RRS-76, on all Priority-I Airfields. This is an equipment based system. This provides for repair to a single crater of size 3.6 mtr dia and has been assessed for the maximum daily damage at an airfield by the Ops Dte. Time frame of rehabilitation of damaged runway is 03 hrs to 06 hrs, which is tactically acceptable. A suggested SOP for execution of this scheme is placed at **Annexure V**. This system basically consists of quick setting cement and mixing / pumping. Adopting the subsequent changed operational requirement, till date 24 DALL Exp machines have been procured and located at 15 airfields as follows:-

- (a) 09 Airfields - Two each (i.e. 18)
- (b) 06 Airfields - One each (i.e. 06)

25. **IMDM (Indigenous Mixer Cum Dispenser Machine).** To adopt indigenous and an economic system vis-à-vis imported DALL Express Scheme, IMDM manufactured by ACE Calderys Ltd (India), had been accepted after trials for introduction in lieu of DALL Exp.

- (a) 06 IMDM machines have already been procured and supplied to 06 airfields which were equipped with only one DALL Exp machine. The airfields are Nal, Bhatinda, Sirsa, Awantipur, Bhuj and Jamnagar.
- (b) Subsequent to introduction of these 06 machines, out of 19 Priority-I airfields, Nine Priority – I airfields are equipped with two sets of DALL Exp and six Priority – I airfields are equipped with one Dall Express machine & one IMDM.

RESTRICTED

26. **Rapigrout Cement.** RAPIGROUT stands for Rapid Runway Repair Grout. Initially, the binder being used for emergency repairs of runways was being imported from France. R&D (E) Pune took up the challenge to indigenise the product and in 1990, developed the RAPIGROUT. The product was tested for all its characteristics and its use in Dall Express. It was found to be as good as the French product and was so inducted into the IAF. ACE Calderys Ltd (India) produces this binder for specific use of the IAF presently. Rapigrout cement comprises of following components.

(a) **Basic Quick Setting Cement.** This differs from the normal quick setting cement in its contents. It can set within 15 mins of its laying.

(b) **Accomp-9.** This is an additive that delays the setting time of Rapigrout.

(c) **Additive 'H'.** Used when environment temperatures are above 50° C. It cools the slurry for better mixing.

(d) **Additives 'C' & 'L'.** These are chemicals used when ambient temperatures are below 15°C. They raise the mixing temperature.

27. To effect economy and reduce wastage, procurement of RAPIGROUT for peacetime storage and training was reviewed and scaled @ 12.5% of Op requirement per year. As per this scale, 477 MT of Rapigrout cement is being procured every year by Dte of AF Works and distributed to all concerned stations.

Airfield Prioritisation

28. Prioritisation of airfields have been made based on the vulnerability to enemy threats, etc. Following air fields are categorized as priority – I (Total 19 AF Bases) and priority – II (Total 6 AF Bases) :-

RESTRICTED

189

(a) **Priority – I (Provided with DES @ 2 sets at 9 airfields and 1 DES & 1 IMDM at 6 airfields).**

(i)	Srinagar	DES @ 2 sets
(ii)	Pathankot	
(iii)	Naliya	
(iv)	Adampur	
(v)	Jodhpur	
(vi)	Halwara	
(vii)	Suratgarh	
(viii)	Jaisalmer	
(ix)	Uttarlai	
(x)	Nal	1 DES & 1 IMDM
(xi)	Bhatinda	
(xii)	Sirsa	
(xiii)	Awantipur	
(xiv)	Bhuj	
(xv)	Jamnagar	

(b) **Priority – I (Yet to be provided with DES/IMDM).**

- (i) Amritsar
- (ii) Ambala
- (iii) Thoise
- (iv) Leh

(c) **Priority – II (Yet to be provided with DES/IMDM).**

- (i) Udhampur
- (ii) Chandigarh
- (iii) Agra
- (iv) Pune
- (v) Gwalior
- (vi) Bareilly

RESTRICTED

RESTRICTED

190

29. **Additional Priority – I Airfields in EAC.** A case has been taken up with Mod on 10 Jun 10 to declare the four airfields of EAC as Priority-I ie., Chabua, Tezpur, Hashimara and Bagdogra.

MAIN FEATURES OF DALL EXPRESS/IMDM SYSTEM

30. Dall Express machines are of French origin. Initially 12 Dall Express machines were imported in 1990-91 and thereafter 12 more DES were procured in 1999-2000. Subsequently, Indigenous mixer cum dispenser machines (IMDM) were introduced in 2005. As of now, 6 IMDMs have been procured and distributed to six priority-I airfields.

31. **Command and Control.** Station Commanders will be over all responsible through their, CE(AF), CsWE(AF) and GEs(AF) for successful implementation of the Runway Rehabilitation Schemes in their respective areas of responsibility. GEs(AF) concerned will execute the repair and rehabilitate the airfield when damaged. Respective GEs(AF) will be the Commanders of Air field Rehabilitation Task Force (ARTF). They will be nominated for this task by the CEs(AF) concerned.

32. **Source of Funds.** Following are the source of funds :-

(a) In order to sustain the scheme, expenditure on replacement of the equipment is being met out of Major Head 4076 (Capital outlay), Sub Minor Head 03 (Air Force), Minor Head 103 (Other Equipments)& Code Head 919/36 (Other Equipments) [To be processed by Dte of AFW and funds **allotted by PDAFW (Bud)** in co-ordination with **Fin P**].

(b) Procurement of quick setting cement is being met out of Major Head 4076 (Capital outlay), Sub Minor Head 03 (Air Force), Minor Head 202 (Construction Works) Sub Head (a) Works and Code Head 917/34 (OTM Accommodation) [To be processed by Dte of AFW and funds are **allotted by PDAFW (Bud)**].

(c) The expenditure on repairs , hiring of labour and procurement of other materials are being met out of Major Head 2078, Minor Head 111, Wk Sub Head (d) maint of buildings and communication etc [To be processed by local GE through proper channel and funds are **allotted by PDAFW (Bud)**].

(d) If circumstances warrant hiring/requisitioning of plants/ machinery from other agencies such as CPWD, State PWD, and local State Govt

RESTRICTED

RESTRICTED

191

Engineering Departments, Irrigation Deptt etc, can be resorted to by the local GE and the expenditure met out of the aforesaid **Major Head 2078** [To be processed by local GE through proper channel and funds are **allotted by PDAFW (Bud)**]

33. **Authorisation/Components of RRS.** The authorization/components of RRS are:-

SI No.	Item Description	Authorization per set	Remarks
(a)	Dall Express Machine	1	
(b)	Hydraulic Shovel	1	
(c)	Front End Loader (FEL)	1	
(d)	1 JCB 4 CX With concrete breaker	1	
(e)	Water Bowser	2	
(f)	Flat Deck Trailer with separate prime mover (tractor 60 HP)	3 per set with one tractor as prime mover for 3 trailers	
(g)	Fork Lift	1 per Stn	
(h)	Gen sets (5 KVA)	1	
(j)	Crater Slush Pump	1	Required only for Stns having high water table
(k)	Tipper	4 per each set in Stns where only one set is held and 3 per each set where two sets are held	
(l)	Vibratory Roller	1 per Stn	1 per Stn irrespective of number of sets held
(m)	Grinder Machine	1 per Stn	1 per Stn irrespective of number of sets held

RESTRICTED

RESTRICTED

192

34. **Priority for Repairs.** The repair priority will be given by AOC concerned in writing to the GE and the repair will be executed as per this priority. However, the guiding factors mainly would be as under:

- (a) Damaged width of runway and concerned link taxi tracks.
- (b) Parallel taxi tracks and link taxi tracks.
- (c) Availability of minimum operating length of Airstrip by doing minimum repair.
- (d) Any other area.

35. **Responsibility of Air Force and MES.** The responsibility of Air Force and that of MES are as under:-

- (a) **Air Force.** The IAF will provide the following assistance to the MES task force:-
 - (i) Disposal of unexploded bombs/missiles.
 - (ii) Joint reconnaissance of the damaged sites with GE.
 - (iii) Laying down the priority of repair (runway/parallel runway/taxi track etc.)
 - (iv) "Go Ahead" order to GE after the site is cleared of all unexploded explosive devices.
 - (v) Clearance of scattered debris from undamaged runway portion.
 - (vi) Augmentation of any equipment and vehicles held with AF.
 - (vii) Communications systems for Airfield Repair Task Force Org. (ARTF).
 - (viii) Accommodation, cooked food, medical cover and all amenities as available to airmen will be provided for all personnel employed on the task (including civilian and para military personnel).
 - (ix) Fire fighting services, if required.

RESTRICTED

RESTRICTED

193

- (x) Provision of water Lorry fitted with water pump/fire Tender.
- (xi) Transportation of additional binder/equipment from other airfield, if necessary.
- (xii) Release of funds for procurement of stores, materials as well as replenishment thereof, repair and maintenance of equipments.
- (xiii) Liaison with district/local Civil Adm, auth for augmentation of labour, material carrying vehicles, etc. Necessary Memorandum of Understanding should be got executed with the agencies concerned to invoke the same during the Warning Period.
- (xiv) Arrangement for shaded lights at the work. Sanction is required for night working when required.
- (xv) FOD Parade.
- (xvi) FOL for plant/vehicles.
- (b) **MES.** MES will be responsible for the following:-
 - (i) Mobilisation of resources for Airfield Rehabilitation Task Force.
 - (ii) Augmenting the task force with man power and equipment through mustering/hiring/requisition from civil agencies in consultation with station authority.
 - (iii) Rehabilitation of airfield after receipt of "Go Ahead" from AOC/Stn Cdr as per priority given by him.
 - (iv) Digging of slit trenches for protection of the task force.
 - (v) Submission of progress and other reports to Air Force and Engineer Authorities.
 - (vi) Accounting and booking of expenditure.

36. **Training.** M/s ATN France had imparted the initial training in operation and maintenance of the equipment supplied by them. The personnel trained by the firm were to be utilized for further training of industrial staff earmarked for the task of rehabilitation of runways. Thus a nucleus of trained manpower is to be kept at all airfields under the respective Zonal CEs.

RESTRICTED

RESTRICTED

194

37. **Rehearsals.** In order to keep the drills updated and to create awareness amongst the personnel on vital aspects of Rapid rehabilitation, rehearsals must be carried out at regular intervals. These rehearsals are to be ordered by respective AOC/Stn Cdr. Normally, a notice of at least 24 hrs is to be given to the GE for such rehearsals. Guidelines to be adopted have been issued vide Air HQ letter No. 37532/86/W (P&C) dated 04 Dec 91. As far as possible, rehearsals are to be carried out once in a quarter, using life expired RAPIGROUT.

38. **Sequence of Operations (DES).** The procedural aspects of Dall Express system include following steps:-

- (a) Clearing the Damaged site.
- (b) Clearing and shaping of crater.
- (c) Dewatering and sealing crater walls by dry RAPIGROUT Binder (If necessary).
- (d) Filling crater with crushed stones/boulders.
- (e) Vibro compacting the layers.
- (f) Putting the sand layer interface.
- (g) Filling the upper portion with desired aggregate sizes (30 to 60 mm).
- (h) Vibro compacting of layers.
- (j) Grouting the top layer of crater. Procedure to be adopted is:-
 - (i) Haul the mixer-cum-dispenser close to the crater to be repaired and as close as possible to the area to be handled.
 - (ii) Level up the machine via four adjustable props so as to raise the wheel from the ground.
 - (iii) Check the closing of the mixer and hopper's drainage trap doors. Connect the spreading hose to the out let of the 'Grout' pump and the spreader to the end of the hose.

RESTRICTED

RESTRICTED

195

- (iv) Connect the water inlet pipe to the water bowser. If the pipe dips directly into the bowser through filling holes, ensure to fill the pipe with water to prime the pump.
- (v) Start the water pump.
- (vi) Start up the mixer via the electric control panel. Check that correct quantity of water enters the mixer from the water meter installed in mixer tank. The quantity of water to be fed in the Hopper depends upon the ambient temp.
- (vii) The Rapigrout bag of 1.2 ton capacity is to be taken out from the flat deck. It is to be ensured that the inner polythene bag is tied with cover of jumbo bag to avoid falling of polythene bag into the mixer chamber.
- (viii) Feeding of Rapigrout into the hopper.
- (ix) Start mixing.
- (x) Opening of the trap door.
- (xi) Closing of the trap door.
- (xii) Start the binder discharge pump.
- (xiii) Dispense the slurry.
- (xiv) When crater is completely filled, feeding of Rapigrout be stopped.
- (xv) Clearing of pump.
- (xvi) Clearing of accessories.
- (k) Levelling of Surface
- (l) Grinding/Cutting of any aggregate projecting from the finished surface.
- (m) FOD Parade.

RESTRICTED

39. **Disadvantages of Dall Express.** The scheme has its disadvantages too. They are:-

- (a) The repair of craters cannot be undertaken if the mixer cum dispenser becomes unserviceable.
- (b) The scheme requires 9 KL of hot water when ambient temperature falls below 15 degree C and cannot be used during rain.
- (c) The cement requires special storage facilities.
- (d) The shelf life of Rapigrout cement is only two years and it is very expensive.

**SOME ALTERNATE INDIGINEOUS SCHEMES UNDER EVALUATION TO
REPLACE DALL EXPRESS**

Cationic Bitumen

40. To overcome the drawbacks and limitations of these schemes, an alternative scheme using Cationic bitumen emulsion was explored for its utilization. The scheme works on the lines of the Dall Express Scheme except that the mixer cum dispenser and the rapid setting cement are replaced by a mixing plant, cationic bitumen emulsion and a suitable roller. The scheme does not require any heating. The requirement of large quantity of water is also not there. Further, the scheme was considered cost effective in comparison to Dall Express. However, after field trials E-in-C's branch reported that, "...final surface prepared was not good it did not have desired strength and binding quality." Hence this scheme was not found fit for operating aircraft.

Fast Setting And High Strength Resin System (Laying Of Polymer Concrete Composites) for Rapid RRS

41. Defence Laboratory, Jodhpur has developed a Polymer Concrete Composite (Poly CC) for rapid repair of runways and helipads. It is based on fast setting and high strength resin system. It employs a simple and rapid technique of repair. This process eliminates the requirement of skilled manpower and heavy equipment.

RESTRICTED

197

42. Field trials were conducted at AF Station Uttarlai in the year 1999 and subsequently at AF Station Lohegaon in the year 2000 and 2006. It was found that although the trials were satisfactory but the PCN value of pavement was low and methodology for design parameters needed to be finalised. Further, these trials were conducted at fairly high temperatures as the product at that time was having ambient temperature range of $\geq 10^{\circ}\text{C}$ to 50°C . It was conveyed to DRDO that this did not meet our QRs. Now, Defence Laboratory Jodhpur has conveyed that they have developed Fast Setting and High Strength Low Temperature curing Polymer Concrete Composite (Poly CC) based on methyl methacrylate (MMA) system (for working at ambient temp $\leq 10^{\circ}\text{C}$ to -20°C)

43. To check the efficacy of this system a field trial is under way at AF Station Leh. Decision to introduce this system in the IAF will be taken on the successful outcome of these trials.

Geo Grid Method (Using Fibreglass-Reinforced Polyester).

44. A membrane of fiberglass-reinforced polyester resin is used as a trafficable cover over a compacted backfilled crater and crushed stone base to impart strength to the repair and prevent foreign object damage to aircraft. The membrane cover is usually prefabricated from several fiberglass matting layer of chopped fiberglass strands chemically bonded to woven fiberglass roving and impregnated with a polyester resin; an anchoring system consisting of holes along the cover to airfield pavement surrounding the crater. This method is thermosetting, low pressure and wet layup type. This method claims to achieve flexural strength of 28,800 psi and tensile strength of 17000 psi. This method is currently under evaluation. It will be considered for introduction in the IAF only if the field trials are found successful.

STATION DOSSIERS

45. It is necessary that up-to-date information in respect of stations is available at Air HQ as well as Controlling Command HQ for enabling Air HQ and Command HQ to appreciate the requirements of work services and also to prepare suitable briefs for visiting officers. Further, the availability of this information at Air HQ is handy in progressing cases with the Government as well as other Services/Inter-service organisations.

46. Station Dossier in electronic form is to be prepared in respect of stations in Power Point Format in accordance with the instructions and format given at **Appendix A.**

RESTRICTED

RESTRICTED

198

47. Station dossiers is to be updated by each station bi-annually i.e. by 15 Apr for the period ending 31 Mar and 15 Oct for the period ending 30 Sep. The soft copies of the dossiers are to be kept in authorised portable hard discs only. For the purpose of distributed, the dossier is to be written on Compact Discs (CDs) issued by station IT Flight. The CDs are to be marked secret and copied number and dispatched to the following appointments like any other secret document:-

(a)	Air HQ (Dir /JD W concerned command) -	Copy No.1
(b)	HQ Command (Command Works Officer)-	Copy No.2
(c)	C Adm O / S Adm O (File copy) -	Copy No.3

48. The CDs containing dossiers are to be marked secret and kept in the personal custody of the above stated officers.

49. Each of the officers responsible for the custody of the dossiers at Air HQ and Command HQ is to maintain a record in secret 'dossier register'.

BI-ANNUAL ACCOMMODATION RETURN

50. Bi-Annual Accommodation Return is to be discontinued as most of the information contained in return has been included in Station Dossiers. Status of works in progress will now be maintained on website of Directorate of Works.

BARRACK DAMAGES

51. Damages to buildings, fittings, fixtures and furniture, caused wilfully or by negligence are termed 'barrack damages'. These may consist of deficiencies, damages or unauthorised alternations and are noted during quarterly inspections, annual verification of furniture and at the time of taking over of accommodation.

52. Relevant rules as contained in Para 632 to 635 of MES Regulations and Para 1176 of the Regulations for the Army are re-produced at **Annexure VI**.

53. Barrack damages at Air Force Stations fall under the following two categories:-

- (a) Barrack damages which are the responsibility of individuals as in the case of married quarters.
- (b) Barrack damages which cannot be attributed to individuals as in the case of barracks, messes, etc (unless individual responsibility can be proved).

RESTRICTED

RESTRICTED

199

54. Clearance of barrack damages falling in the first category is the responsibility of the individuals themselves. As regard the second category, the Station Commander is to issue clear instructions, covering the following points:-

(a) Circumstances under which barrack damages are to be recovered from individuals.

(b) In other cases, mode of payment from non-public funds organisations i.e. Service Institute (Barrack Damage Fund), Officers Mess, SNCO's Mess etc.

55. Instructions issued by Air HQ for recovery of barrack damages are re-produced at **Annexure VII**.

STORM DAMAGES

56. Damages occurring due to storm, gales, etc constitute 'storm damages'. A large number of them can be avoided by suitably closing doors, windows and ventilators at cease work or at the time of receipt of warning of storm. Similar precautions are necessary in domestic areas.

57. Even when precautions are taken, some damages may take place as a result of storms or similar occurrences. Within the shortest possible period after such an occurrence, a Court of Inquiry is to be ordered to enquire into the extent of damage, causes thereto and to recommend regularisation action.

REGULARISATION OF LOSSES OF AIR FORCE BUILDINGS/ FURNITURE, STORES (FITTINGS & FIXTURES) TOOLS AND PLANTS SUPPLIED AND MAINTAINED BY THE MES

58. The procedure laid down hereunder will be followed, with immediate effect, for regularisation of losses of buildings, furniture, stores, tools and plants borne on charge or located within security area of Air Force formations/stations.

Furniture, Stores, Tools and Plants, while in Custody of the Units

59. In composite stations, losses will normally be regularized by the Competent Financial Authority in the Army, with the exception that in case of furniture, stores, tools and plants which are located at the time of the loss within the security area of an Air Force Unit or formation, the loss will be regularized by the Air Force.

RESTRICTED

60. Sanction of Competent Financial Authority for regularisation of losses of furniture, stores, tools and plants while in the custody of MES both in purely Air Force Stations and composite stations will be obtained by the MES authorities.

Necessity for Write off Action

61. Losses of damages to, Air Force building or other immovable property (e.g. bridges) by fire, storm or any other causes require write off action. Write off action is also required where Air Force buildings, furniture, building material, fixtures and fitting or E & M installations etc. which are maintained and supplied by the MES or PWD on their behalf, are destroyed or damaged by fire, storm or other means beyond reasonable repair, or are lost by some reasons or other e.g. theft, fraud or neglect. The above rule also applies to losses occurring to Air Force Buildings which have since been declared surplus but are awaiting disposal action by the Military Lands and Cantonment authorities.

62. Infuctuous expenditure caused by the abandonment or curtailment of a project, or by change of plan or design, or by defective assign or construction or by premature termination of a contract, or any other cause should also be sanctioned as a loss by the Competent Financial Authority (See Para 607 of Regulations for the MES, 1968).

63. On completion of stock verifications/periodical stock taking of stores & furniture, the stores found surplus are to be immediately brought on charge (BOC) and the total value of loss discovered is to be dealt within one loss statement after adjustments, as permitted vide Para 600 of Regulations for the MES, 1968, to eliminate the discrepancies, on account of incorrect identification, in respect of items of common generic handing.

64. Losses of or damage to Air Force Buildings and other immovable Property by fire or any other cause will be dealt with in accordance with Rule 162 of FR Part I, as per Para 589 of Regulations for the MES, 1968 placed at **Annexure VIII** by the appropriate CFA as indicated at **Annexure IX**.

65. Losses of stores due to fair, wear and tear and normal depreciation will be written off by the Competent MES Authorities as per provisions of Para 591 (b) & 603 of regulations for the MES 1968 in accordance with the financial powers laid down in Schedule **IV (B)** of Gol MoD letter No Air HQ/95378/1/Fin P/2431/US (RC)/Air-II/06 dated 14 Jul 06 (placed at **Annexure IX**).

RESTRICTED

201

66. The Engineer authorities are also responsible for disposal of all unserviceable buildings and stores, furniture or material obtained from dismantled buildings vide item 6 of table B of Regulation for the MES 1968.

67. Losses of stores **due to** theft, fraud and neglect or due to other unusual occurrences including natural calamities are to be regularized under Rule 161 of FR part I by the appropriate CFAs as prescribed vide schedule **V (B)** of Gol MoD letter No Air HQ/95378/1/Fin P/2431/US (RC)/Air-II/06 dated 14 Jul 06 placed at **Annexure IX**.

Investigations of Loss

68. Immediately when a loss occurs or comes to notice, it shall be reported to the AOC/Station commander Air Force Unit concerned by the Air Force or MES authorities concerned, as the case may be. As soon as the loss is reported, AOC/Station Commander is to arrange investigation of the loss. If the investigation shows that the loss is prima-facie not due to theft, fraud or neglect, he will arrange for the sanction of Competent Financial Authority as indicated above. If however, the investigation shows that the loss is prima facie due to theft, fraud or neglect, he shall submit the case to the CFA, if he is not the CFA. AOC/Station Commander shall also report the matter to the Civil or Service police, if necessary, and shall hold a Court of Inquiry within two weeks of the occurrence to:-

- (a) Investigate the causes and extent of the loss, caused to all the Air Force buildings, furniture etc. supplied by the MES held on charge of the Air Force affected at the same station on the same date and due to the same cause. Such losses should be regularized by raising a consolidated loss statement.
- (b) To confirm whether prescribed checks as mentioned in **Appendix B** to this chapter had been ordered and properly carried out.
- (c) Apportion blame for the loss as appropriate.
- (d) Recommend remedial measures to avoid recurrence of loss of similar nature.

69. The holding of Court of Inquiry may at the discretion of the prescribed authority be dispensed with, in cases, where the reported loss is less than ₹ 25,000 (Amount revised from time to time by Govt) as per provision of Para 595 (a) of Regulations for the MES 1968.

RESTRICTED

RESTRICTED

202

70. The regulations governing Court of Inquiry are contained in Para 781 to 795, 803 & 804 of Regulations for the Air Force, 1964 and Air Force Rules 1969.

Action by the OC Station/OC Unit on the Findings of the Court of Inquiry

71. If the AOC/Station commander agrees with the recommendation of the court, he shall take such action as is proper against the individuals who are found directly responsible for the loss, provided the loss is within his own powers of write off. If the findings of the court of inquiry reveal that the causes for the loss cannot be directly attributed to any individual (s) in such manner as to be recoverable there from and the amount of loss will have to be written off against the state, the AOC/Station commander shall request the local Engineer authorities to raise loss statements on forms IAF A - 498 in quadruplicate.

72. In all cases of losses beyond the financial powers of the AOC/Station commander, the loss statement together allied documents and the statement of case are to be submitted through proper channel for sanction by the appropriate CFA.

Regularisation of Losses Not Due Theft, Fraud and Negligence

73. The procedure to be followed is as summerised below:

(a) If the CFA is convinced beyond doubt that the loss is due to normal fair, wear and tear and not due to lapse on anybody's part, CFA will record on file and order regularization of loss.

(b) Loss statement on IAF A 498 is to be prepared by MES with book value of each item. Loss statement is to clearly state that loss is due to fair, wear and tear and not due to theft, fraud or negligence on the part of any individual. The loss statement is then to be vetted by AAO,GE(AF) and audit report is to be obtained from LAO. Thereafter the loss statement is to be forwarded to CFA through staff channels.

(c) CFA will then approve the loss in terms of powers vested in him under Schedule IV (B) and V (B) of GoI MoD letter No Air HQ/95378/1/Fin P/2431/US (RC)/Air-II/06 dated 14 Jul 06 (placed at **Annexure IX**).

Preparation of Forms IAF A 498

74. One consolidated form IAF A 498 (Loss Statement) is to be raised showing separately the losses for buildings, furniture, E & M, B/R fittings etc, as

RESTRICTED

RESTRICTED

203

applicable. For purposes of sanction by the CFA, all these losses are to be treated as one loss.

75. The amount of loss shown on the loss statement should represent the book value of buildings, furniture etc, and not the assessed value at the time of the loss or damage vide item 7 of table 'B' of MES Regulations, 1968; where book value is not available, assessed value may be taken. These figures will be provided by the local Engineer authorities segregating MES losses from other losses.

76. Loss statement, as prepared by the MES, will be forwarded in quintuplicate to the AAO, GE(AF), MES for pricing and should be submitted duly completed within two weeks. A certificate is to be endorsed on the loss statement by the Garrison Engineer concerned to the effect that the entire loss caused to all MES buildings, furniture etc, held on charge of the Air Force at a particular Station, at a particular date due to one and the same cause has been taken into account. These will also be checked by the AAO, GE(AF), MES and certified as correct. Two copies of the unsanctioned loss statement (quadruplicate and quintuplicate) will be retained by him (AAO, GE(AF), MES) and the original, duplicate and triplicate copies returned to the MES authorities (GE etc) for transmission to the Air Force Unit/Station concerned for obtaining sanction of the CFA.

77. The AAO, GE(AF), MES, will at the time of returning the priced copies of loss statement, make an entry of these in the register for record of loss statement.

Sanction of IAF A 498 by the CFA

78. In the event of the amount of loss falling within the financial powers of AOC/Station Commander, it will be sanctioned by him. Original copy of the sanctioned loss statement will be retained by the AOC/Station Commander and the other two copies returned to the MES authorities. If the amount of loss exceeds his financial powers, loss statement in triplicate, together with two copies of Court of Inquiry proceedings etc. where held, stating the action taken on the findings of the Court of Inquiry, will be forwarded to Command Headquarters.

79. The Command Headquarters will scrutinize the documents received from the Station/Unit and, if the amount of loss falls within their financial powers, the loss statement duly sanctioned after obtaining an audit report thereon from the PCDA concerned by those Headquarters, will be returned to the AOC/Station Commander in triplicate, who will dispose of these copies. In case the amount of loss is beyond the financial powers of the Command Headquarters, the loss

RESTRICTED

RESTRICTED

204

statement in triplicate (Original, duplicate and triplicate copies) will be forwarded to Air Headquarters, Dte of Air Force Works (Dir / JD W concerned command), with their recommendations in the following manner:-

(a) In cases where no courts of inquiry have been held or considered necessary, the loss statement will be forwarded to Air Headquarters through the PCDA.

(b) In cases, however, where the courts of inquiry etc, are involved, or held, the loss statement in triplicate (original, duplicate and triplicate copies), together with the court of inquiry proceedings, will be forwarded directly to Air Headquarters Directorate of Air Force Works, (Dir / JD W concerned command). Action taken/proposed to be taken on the recommendations of the court of inquiry will invariable be indicated by Command Headquarters. Forms IAF A- 498, complete in all respects and supported by relevant document in triplicate viz Statement of case prepared in narrative and comprehensive form and a chronological delay report covering entries from the date of occurrence of the loss upto the last date of submission of completed papers to the higher authorities with reasons justifying any abnormal delay on the part of MES / Air Force authorities incorporated in the statement of case indicating the remedial measures to avoid such delay in future should reach Air Headquarters within two weeks of the receipt of finalization of court of inquiry proceedings by the AOC/Station Commander. Air Headquarters will obtain an Audit Report from the PCDA concerned before write off is approved and for this purpose one copy of each of IAFF (P) -28 (Proceedings of Board of Officers, Court of Inquiry etc) and IAF A- 498 will be made available to the audit authorities for scrutiny and report.

(c) Air Headquarters will retain the triplicate copy of form IAF A-498 and return the original and duplicate copies of IAF A - 498 duly approved by the CAS, together with two copies of the Ministry of Defence letter sanctioning the write off, in case the loss is written off by the Government of India, to the Command Headquarters for onward transmission to the station/unit. The Unit will forward the duplicate copy of sanctioning letter, to the MES authorities for necessary action as in (d) below.

(d) On receipt of the sanction of the CFA vide sub Para (c) above, the sanctioned copy of the loss statement together with a copy of the Government sanctioning letter, where applicable will be shown by the MES authorities to the AAO GE(AF), MES who will complete the register of losses maintained by him. The remarks of the Competent Financial Authority will be transcribed on the quadruplicate copy of the loss statement already retained by the AAO GE (AF) and the quadruplicate

RESTRICTED

copy forwarded to the Principle Controller of Defence Accounts (Air Force) for the preparation of the annual statement of losses.

Instruction for Compilation of Statement of Case

80. Detailed instructions and questionnaire for compilation of statement of case for regularisation of losses are given in **Appendices C** and **D** to this Chapter.

81. SOP for write of losses of assets of AF and MES borne on the books of the MES due to theft, fraud or gross neglect and not due to theft, fraud or gross neglect are given at **Appendices E** and **F** respectively.

RESTRICTED

206

Appendix A
(Refers to Para 46 of
Chapter VIII)

INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF STATION DOSSIERS

Introduction

1. The aim of preparing and maintaining station dossiers in electronic format is to enable the availability of upto date information to the personnel dealing with works services at Air Headquarters, Command Headquarters and stations. It will consist of the following parts:-

- (a) Part I General
- (b) Part II Air Field Data
- (c) Part III Technical, storage and administrative accommodation other than airfield data
- (d) Part IV Domestic accommodation
- (e) Part V MES installations

2. Parts I, III, IV and V are applicable to all Air Force Stations, while Part II is applicable to only those stations where airfield assets are held, irrespective of whether any flying unit is located or not.

Part I - General

- 3. Particulars of station
- 4. Controlling Command Headquarters

5. KLP Units

- (a) Unit
- (b) Date of move/formation at the Station

6. Non-KLP Units

- (a) Unit
- (b) Date of move/formation at the station
- (c) Date by which expected to move out
- (d) Remarks

RESTRICTED

7. **Land**

- (a) Area of acquired land
- (b) Area of hired land
- (c) Area of requisitioned land
- (d) Action taken for the acquisition or de-hiring, de-requisitioning of hired/requisitioned land.
- (e) Whether any case initiated for additional requirements of land (Give particulars)
- (f) Remarks

8. Station Layout Plan showing the plan of the station and clearly marking the following:-

- (a) Hired land
- (b) Requisitioned land
- (c) Authorised buildings/installations

If required prepare separate slides to show different features.

Part - II

9. **Runways**

- (a) Description (main/secondary/tertiary/fair weather)
- (b) Orientation
- (c) Length
- (d) Width
- (e) Pavement (give exact particulars of different types of pavement i.e. 'concrete' 'bituminous' etc)
- (f) LCN
- (g) Land re-surfacing
 - (i) Year of sanction
 - (ii) Year of execution of work
 - (iii) Thickness of re-surfacing pavement.
- (h) Particulars of defects, if any

(j) General remarks

10. **Parallel Taxi Tracks.** The information similar to that at sub Para (b) to (j) at Para 9 to be given in additional slides, if required.

11. **Linked Taxi Tracks**

(a) Particulars

(b) Information on the lines shown at sub Para (b) to (j) at Para 9 to be given.

12. **Hard Standings**

(a) Location

(b) Area

(c) Condition

(d) Actual requirement (Give detailed working)

(e) Deficiency

13. **Aprons.** Same as per hard-standing.

14. **Hangars**

(a) Type

(b) Size

(c) Location

(d) Year of construction

(e) Annexe

(i) Size

(ii) Utilisation

(f) Total requirement (give detailed working after considering maximum utilisation of blast pens).

(g) Deficiency

15. **Blast Pens**

(a) Blast pens number

RESTRICTED

209

- (b) Location
- (c) Size
- (d) Whether covered or not (Yes/No)
- (e) Whether power supply available (Yes/No)
- (f) Whether water supply available (Yes/No)
- (g) Present use
- (h) Deficiency

16. **Air Traffic Control**

- (a) Whether air conditioning available (Yes/No)
- (b) Whether standby power available (Yes/No)
- (c) Remarks

17. **Ops Rooms**

- (a) Whether underground/semi-ground/over-ground
- (b) Location
- (c) Size
- (d) Remarks

18. **Air Crew Rest Room**

- (a) Location
- (b) Size
- (c) Remarks

19. **Ground Crew Room**

- (a) Location
- (b) Size
- (c) Remarks

20. **Operational Readiness Platform**

- (a) Location
- (b) Size
- (c) Remarks

RESTRICTED

21. **Missile Preparation Shed**

- (a) Location
- (b) Size
- (c) Remarks

22. **Weapon Storage Areas**

- (a) Type
- (b) Size
- (c) Whether dispersed
- (d) Remarks regarding security fencing
- (e) Remarks regarding fire fighting arrangements
- (f) Whether adequate or additional bomb dump facilities needed.
Give reasons for additional facilities.

23. **Arrester Barrier**

- (a) Whether installed (yes/No)
- (b) Location
- (c) Distance from runway end
- (d) Remarks

24. **Soft Ground Arrester**

- (a) Location
- (b) Length
- (c) Remarks

25. **Bulk Petroleum Installation**

- (a) Location
- (b) Capacity
- (c) Type of fuel/stored
- (d) Owned by
- (e) Operated by
- (f) Maintained by
- (g) Condition
- (h) General remarks

RESTRICTED

211

Part III – Technical Accommodation

26. Building Name.
27. Specification adopted for construction
28. Size
29. Purpose for which originally constructed
30. Purpose for which used
31. **If re-appropriated**
- (a) Date of re-appropriation
- (b) If temporary re-appropriation, date on which re-appropriation sanction will lapse.
32. Remarks
33. Whether additional accommodation require (Give detailed reasons and accommodation Statement)

Part IV - Domestic Accommodation

34. Availability of married and living in accommodation for Officers & PBORs in following format:-

RANK	EST	% AUTH	AUTH'D	AVAIL- ABLE	UNDER CONST	DEFFI- CIENCY	PROJECTION FOR MAP PHASE-

35. **Messes, Dining Hall etc.**
- (a) Type (Officers Mess, SNCOs Mess, Airmen Mess, DSC Mess).
- (b) Authorised area as per scale.
- (c) Available.

RESTRICTED

- (d)
 - (i) Specification
 - (ii) Area
- (e) Deficiency
- (f) Under construction
 - (i) Adm approval
 - (ii) Area
 - (iii) Specifications
 - (iv) Purpose for which being constructed
 - (v) Remarks

36. Amenities

- (a) Cinema cum lecture hall
 - (i) Capacity
 - (ii) Administered by
 - (iii) Remarks
- (b) Swimming Pools
 - (i) Location
 - (ii) Capacity
 - (iii) Remarks
- (c) Play-ground and Gymnasium
 - (i) Description
 - (ii) Number
 - (iii) Remarks
- (d) Institutes
 - (i) Description
 - (ii) Size
 - (iii) Remarks
- (e) Shops
 - (i) Description
 - (ii) Number/Size

(iii) Remarks

Part V - MES Installations

37. **Water Supply**

- (a) Source
- (b) KLP Authorisation
- (c) Actual requirement
- (d) Availability(Daily Supply)
- (e) Supply hours
 - (i) Area
 - (ii) Supply hours
- (f) Storage: Authorised/available
- (g) Chlorination equipment

38. **Power Supply**

- (a) Source
- (b) Type of feeder : 11 KVA/33 KV(independent/rural/urban)
- (c) Contracted load
- (d) Connected load
- (e) Peak load/CMD
- (f) KLP reqmt
- (g) Present reqmt
- (h) Any works planned for enhancement/upgradation

39. **Standby Power Supply** Details of DG Sets

40. **Sewage Disposal**

- (a) Method of sewage disposal
- (b) STP or oxidation ponds available
- (c) Capacity and general condition of STP/Oxidation ponds
- (d) State of septic tanks, sewage lines, soakage pits

41. State of cooling appliances.

42. State of RRS Eqpt

44. Holding of Rapigrout Cement

RESTRICTED

214

Appendix A(Cont'd)
(Refers to Para 46 of
Chapter VIII)

FORMAT OF POWER POINT SLIDES OF STATION DOSSIER



RESTRICTED

PART I

GENERAL INFORMATION

NAME OF STATION:

CONTROLLING COMMAND:

OPEN AND CLOSE ADDRESS:

KLP UNITS
(Updated as on.....)

<u>KLP UNITS</u>	
<u>UNIT</u>	<u>DATE OF MOVE/FORMATION AT THE STATION</u>

RESTRICTED

216

NON KLP UNITS
(Updated as on.....)

<u>KLP UNITS</u>		
<u>UNIT</u>	<u>DATE OF MOVE/FORMA TION AT THE STATION</u>	<u>DATE BY WHICH EXPECTED TO MOVE OUT</u>

LAND HOLDING

<u>LOCATION/ POCKET</u>	<u>AREA</u>	<u>HIRED/ACQUIRED</u>	<u>DATE OF ACQUISITION</u>
TOTAL			

RESTRICTED

LAND ACQUISITION

<u>LOCATION</u>	<u>PURPOSE</u>	<u>AREA</u>	<u>PRESENT STATUS</u>

ENCROACHMENT

<u>LOCATION/ POCKET</u>	<u>AREA UNDER ENCROACHMENT</u>	<u>PRESENT STATUS</u>

STATION LAYOUT PLAN

PART II

AIRFIELD INFORMATION

RUNWAY DETAILS **(LAYOUT WITH DIMENSIONS)**

	<u>MAIN</u>		<u>SECONDARY/PTT</u>	
DIRECTION				
MAGNETIC ORIENTATION				
LENGTH (IN FT)				
BREADTH (IN FT)				
TYPE OF SURFACE (IN SQ FT)	RIGID	FLEXIBLE	RIGID	FLEXIBLE
LCN / PCN				
LAST RESURFACING DONE				
SGA (LENGTH & BREADTH)				
ORA (L & B, SURFACE TYPE)				
DTGM (NUMBER AND TYPE)				

HANGARS

<u>HANGAR TYPE</u>	<u>LOCATION</u>	<u>DIMENSIONS IN MTRS</u>			<u>POWER SUPPLY</u>		<u>WATER SUPPLY (AVL/NA)</u>
		<u>L</u>	<u>B</u>	<u>H</u>	<u>THREE PHASE (AVL/NA)</u>	<u>SINGLE PHASE (AVL/NA)</u>	
CGI ROOF SE/DE							
AC SHEET ROOF SE/DE							
RCC ROOF SE/DE							

SE: SINGLE ENTRY

DE: DOUBLE ENTRY

BLAST PENS

TYPE RCC/ CGI ROOF/ AC SHEET ROOF	ENTRY DOUBLE ENTRY/ SINGLE ENTRY	LOCA- TION	DIMENSIONS IN MTRS			POWER SUPPLY		WATER SUPPLY (AVL/ NA)
			<u>L</u>	<u>B</u>	<u>H</u>	THREE PHASE (AVL/ NA)	SINGLE PHASE (AVL/ NA)	

AIR TRAFFIC CONTROL

BUILDING	LOCATION	AIRCONDITIONER <u>S</u>			S/BY POWER SUPPLY	REMARKS
		<u>NO</u>	<u>S</u>	<u>U/S</u>	(AVL/ NA)	
MAIN ATC						
<u>S/BY ATC</u>						

BASE OPS

<u>TYPE OF BUILDING U/G OR ABOVE GROUND</u>	<u>SIZE & LOCATION</u>	<u>STATE OF AIRCONDITION</u>			<u>S/BY POWER SUPPLY</u>	<u>REMARKS</u>
		<u>NO</u>	<u>S</u>	<u>U/S</u>	<u>(AVL/ NA)</u>	
MAIN BOCC						
S/BY						

AIR CREW REST ROOMS

<u>TYPE OF BUILDING U/G OR ABOVE GROUND</u>	<u>SIZE & LOCATION</u>	<u>STATE OF AIRCONDITION</u>			<u>S/BY POWER SUPPLY</u>	<u>REMARKS</u>
		<u>NO</u>	<u>S</u>	<u>U/S</u>	<u>(AVL/ NA)</u>	
...END						
...END						

GROUND CREW REST ROOMS

<u>TYPE OF BUILDING U/G OR ABOVE GROUND</u>	<u>SIZE & LOCATION</u>	<u>STATE OF AIRCONDITION</u>			<u>S/BY POWER SUPPLY</u>	<u>REMARKS</u>
		<u>NO</u>	<u>S</u>	<u>U/S</u>	<u>(AVL/ NA)</u>	
...END						
...END						

OPERATION READINESS PLATFORM

<u>LOCATION</u>	<u>DIMESIONS</u>	<u>REMARKS</u>
...END		
...END		

MISSILE PREPARATION SHEDS

<u>LOCATION</u>	<u>DIMENSIONS</u>	<u>REMARKS</u>

WEAPON STORAGE AREAS

<u>TYPE</u>	<u>SIZE</u>	<u>WHETHER DISPERSED</u>	<u>STATE OF FENCE</u>	<u>FIRE FIGHTING ARRANGE MENTS</u>	<u>REMARKS</u>

ARRESTER BARRIER

<u>TYPE</u>	<u>CAP</u>	<u>LOCATION</u>	<u>DISTANCE FROM RW</u>	<u>REMARKS</u>

SGA

<u>LOCATION</u>	<u>DIMENSIONS</u>	<u>REMARKS</u>

BPIs

<u>LOC</u>	<u>CAP</u>	<u>FUEL TYPE</u>	<u>OWNED BY</u>	<u>OPERATED BY</u>	<u>MAINTAINED BY</u>	<u>REMARKS</u>

PART III

TECHNICAL ACCOMMODATION

AVAILABILITY OF OTM ACCN

<u>BLDG</u>	<u>TYPE OF CONSTR</u>	<u>SIZE</u>	<u>ORIGINALLY CONSTRUCTED FOR</u>	<u>BEING USED FOR</u>

PART IV

DOMESTIC ACCOMMODATION

**MARRIED ACCOMMODATION
OFFICERS**

RANK	EST	% AUTH	AUTH'D	AVAIL -ABLE	UNDER CONST	DEFFI- CIENCY	PROJECTI ON FOR MAP PHASE-
SQN LDR							
FLT LT							
FG OFFR							

**MARRIED ACCOMMODATION
AIRMEN**

RANK	EST	% AUTH	AUTH'D	AVAIL -ABLE	UNDER CONST	DEFFI- CIENCY	PROJECTIO N FOR MAP PHASE-
MWO/WO		100					
JWO		75					
SGT		50					
CPL		50					
LAC/AC		35					

RESTRICTED

228

MARRIED ACCOMMODATION
DSC AND NC(E)

RANK	EST	% AUTH	AUTH'D	AVAIL- ABLE	UNDER CONST	DEFFI- CIENCY	PROJECTION FOR MAP PHASE-
DSC-JCO		100					
DSC- ORs		35					
NC(E)		100					

LIVING IN ACCOMMODATION
OFFICERS & AIRMEN

RANK	EST	% AUTH	AUTH'D	AVAIL- -ABLE	UNDER CONST	DEFFI- CIENCY	PROJECTION FOR MAP PHASE- II/III/IV
SQN LDR		0					
FLT LT							
FG OFFR							
MWO/WO		0					
JWO		25					
SGT		50					
CPL		50					
LAC/AC		65					

RESTRICTED

LIVING IN ACCOMMODATION
DSC AND NCE

RANK	EST	% AUTH	AUTH'D	AVAIL -ABLE	UNDER CONST	DEFFI- CIENCY	PROJECTION FOR MAP PHASE- II/III/IV
DSC JCO		0					
DSC ORs		50					
NC(E)		0					

AMENITIES

LECTURE CINEMA HALL

<u>CAPACITY</u>	<u>ADMINSTRATED BY</u>	<u>REMARKS</u>

AMENITIES

SWIMMING POOL

<u>LOCATION</u>	<u>CAPACITY</u>	<u>REMARKS</u>

AMENITIES

SPORTS GROUNDS AND GYMNASIUM

<u>DESCRIPTION</u>	<u>NUMBER</u>	<u>REMARKS</u>

AMENITIES

INSTITUTES

<u>DESCRIPTION</u>	<u>SIZE</u>	<u>REMARKS</u>

AMENITIES

SHOPS

<u>DESCRIPTION</u>	<u>SIZE/NUMBER</u>	<u>REMARKS</u>

PART V

MES INSTALLATIONS

WATER SUPPLY

1. SOURCE :
2. KLP AUTHORISATION :
3. ACTUAL REQUIREMENT :
4. AVAILABILITY/
(DAILY SUPPLY) :
5. STORAGE : AUTHORISED :

AVAILABLE :
OVER HEAD RESERVOIR :

UNDERGROUND SUMP :

CHLORINATION

<u>TYPE OF EQUIPMENT</u>	<u>AUTHO-RISED</u>	<u>HELD</u>	<u>BER</u>	<u>REMARKS</u>
CHLORONOME GAS/LIQUID				
BP DOZER				

POWER SUPPLY

1. SOURCE :
2. TYPE OF FEEDER : 11 KVA/33 KV
INDEPENDENT/RURAL/URBAN
3. CONTRACTED LOAD :
4. CONNECTED LOAD :
5. PEAK LOAD/CMD
6. KLP REQMT
5. PRESENT REQMT
5. ANY WORKS PLANNED FOR
ENHANCEMENT/UPGRADATION

STANDBY POWER SUPPLY **MES DG SET**

<u>LOCATION</u>	<u>CAPACITY</u>	<u>MAKE/ MODEL</u>	<u>DATE OF INSTALL- ATION</u>	<u>SERVICE- ABLE</u>	<u>USAGE</u>

SEWAGE DISPOSAL

1. METHOD OF SEWAGE DISPOSAL
2. STP OR OXIDATION PONDS AVAILABLE
3. CAPACITY AND GENERAL CONDITION OF STP/OXYDATION PONDS
4. STATE OF SEPTIC TANKS, SEWAGE LINES, SOAKAGE PITS

COOLING APPLIANCES

<u>APPLIANCE</u>	<u>CAP</u>	<u>EST</u>	<u>HELD</u>	<u>'S'</u>	<u>BER</u>	<u>REMARKS</u>
AC PLANT						
WINDOW AC						
SPLIT AC						
REFRIGERATOR						
DEEP FREEZER						
WATER COOLER						

RUNWAY REHABILITATION **SCHEME** **DALL EXPRESS**

<u>EQUIPMENT</u>	<u>AUTH</u>	<u>HELD</u>	<u>'S'</u>	<u>U/S</u>	<u>REMARKS</u>

RESTRICTED

236

RUNWAY REHABILITATION
SCHEME
OLD SCHEME

<u>EQUIPMENT</u>	<u>AUTH</u>	<u>HELD</u>	<u>'S'</u>	<u>U/S</u>	<u>REMARKS</u>

RAPIGROUT CEMENT

<u>AUTH</u>	<u>HELD</u>	<u>BATCH</u>	<u>EXPIRY</u> <u>DATE/REMARKS</u>	<u>QTY USED IN</u> <u>LAST EXERCISE</u> <u>WITH DATE</u>

RESTRICTED

**SCHEDULE OF PERIODICAL INSPECTIONS/PHYSICAL CHECKS OF AIR
FORCE BUILDINGS, FITTINGS, FIXTURE AND FURNITURE (MES SUPPLY)**

1. The building, fitting, fixtures and furniture held in custody and use of Air Force Units and Formations are to be periodically inspected and verified by the respective inventory holders/independently as follows as per orders laid down in chapter 13 of IAP 1501 and Regulations for the MES 1968:-

(a) Handing/taking over check by the Air Force/MES Reps and by the inventory holders as per Para 30 chapter 13 of IAP 1501 and Para 627 of regulations for the MES 1968.

(b) Quarterly inspection/ verification of inventory by physical check as per Para (6) of chapter 13 of IAP 1501 and Para 73 (a) of Regulations for the MES by the respective inventory holders/ MES Representatives.

(c) Annual verification of furniture by the MES and Air Force Station representatives in the presence of respective inventory holders, as per Para 670 of Regulations for the MES and Para 29 of chapter 13 of IAP 1501.

(d) Half-yearly independent check of all inventories of furniture by an independent officer/Board of Officers as per Para 28 of IAP 1501 chapter 13. Annual verification vide sub Para (c) above will be treated as one of the half yearly checks.

2. Immediate action is to be taken on receipt of report of above checks by the officers concerned as per Para 33 (c) of this Chapter and orders laid down vide Para 5, 6 & 32 and Note-1 of chapter 13 of IAP 1501. On completion of inspections vide sub Para (b), (c) and (d) appropriate action is also to be taken by the MES authorities as per provisions of Para (603) of Regulations for the MES 1968.

**REGULARISATION OF LOSSES OF AIR FORCE BUILDINGS, FURNITURE
ETC. SUPPLIED BY THE MES ON CHARGE OF THE AIR FORCE -
MEASURES TO AVOID DELAY**

1. The regularisation of loss of MES buildings and furniture etc. held on charge of the Air Force, has been taking unduly long time. This has attracted adverse criticism of the Public Accounts Committee. Concerted efforts by the MES and Air Force authorities would however lead to early disposal of loss cases and eliminate avoidable delays. The instructions contained in the succeeding paragraphs should therefore be followed in the preparation / submission of the Statement of Case and the Delay Reports.

2. **Statement of Case.** It should be prepared in a narrative form and should be comprehensive, containing the information given in the questionnaire attached as **Appendix 'D'** to this Chapter i.e. irrespective of the form of the questionnaire, the statement of case should not be in the form of questions and answers.

3. **Delay Report**

(a) It should be factually correct.

(b) It should be chronological i.e. all entries should be from the date of occurrence of the loss upto the last date of submission of papers to the higher authorities.

(c) It should be comprehensive and self-contained i.e. all relevant entries should give specific details of action taken, at various stages by the Engineers, Air Force Staff, or other authorities concerned.

4. **General.** The "Delay Report" need not give detailed reasons for delay. However, these should invariably be examined and submitted separately by Headquarters Command concerned (or units directly under Air Headquarters), when forwarding completed/ verified documents to the Controller of Accounts or Air Headquarters. These reasons should relate to the delay at various stages (e.g. in convening of Court of Inquiry, completion of its proceedings, endorsement by Station Commander/AOC-in-C, in preparation and submission of loss statement in conjunction with the Engineer Authorities, in implementation of

RESTRICTED

239

recommendation, if any, of Court of Inquiry.(including disciplinary action etc). The documents together with the delay report is to be submitted by the Station Commanders to Command Headquarters and by the latter to Air Headquarters, keeping in view the following time limits:-

(a) Two weeks, prescribed for submission of completed loss statement on IAF A-498, alongwith other documents (viz. statement of case, court of inquiry proceeding and chronological upto date delay report) by the local Engineers.

(b) Two weeks for submission of documents etc, to Air Headquarters, from the date of receipt of finalised proceedings of the Court of Inquiry by the OC, stations. In specifying the reasons for the delay and its justification, Command Headquarters should invariably fix responsibility for the inordinate delay, as well as indicate action taken/proposed to be taken to avoid recurrence of such delays in future cases.

5. The statement of case and the Delay Report etc, prepared by the Unit or MES authorities may not be complete and upto date in all respects for consideration by Command Headquarters or Air Headquarters. They should, therefore, be reviewed and revised, if necessary by the superior Air Force staff authorities before submission to Air Headquarters. It should be ensured that all such documents papers should be property verified to meet the above mentioned requirements.

RESTRICTED

**POINTS ON WHICH INFORMATION IS TO BE GIVEN
IN THE STATEMENT OF CASE FOR REGULARISATION OF MES LOSSES**

1. How did it happen?
2. When did it happen?
3. Why did it happen?
4. When and how was it detected - whether by internal audit or statutory audit?
5. Could it have been avoided?
6. Could it happen again, and if so, what remedial measures have been taken or are proposed to be taken.
7. Was a Court of Inquiry held? if so, when? if not, why not?
8. Was there any time lag between:-
 - (a) The detection of the irregularity and the holding of the Court of Inquiry, and
 - (b) Between the holding of the Court of Inquiry and regularisation action? if so, what were the reasons for the delay?
9. Was/were any individual (s) held responsible? if not, why not ?
10. Was any disciplinary action taken or contemplated (name of the individual, rank and the nature of disciplinary action or proposed to be taken should be stated) and if not, why not?

Note:-

1. The statement of case will be in a narrative form and not in form of question and answers.
2. The statement of case to be prepared in self-contained and comprehensive manner, should invariably give inter-alia specific details with dates of various incidents such as occurrence of the loss/irregularity,

RESTRICTED

241

detection of loss/irregularity, holding of Court of Inquiry, if any, finalisation of Court of Inquiry Proceedings, raising the loss statement action taken on recommendations, if any, initiation/completion of disciplinary action, recovery, if any, due and amount realized from individual (s) , in case of the surplus assets/salvage stores the net loss requiring regularisation and reference to higher authority and CDA audit report.

3. The statement of case will be signed/counter-signed by the Senior Officer at the Command Headquarters and at Air Headquarters in respect of units directly under Air HQ.

4. The statement of case should invariably give the latest position in regard to recovery, if any, and implementation of recommendations of the Court of Inquiry about remedial measure/repair/replacement, but the action to regularize the loss need not be held up pending their completion.

5. If the loss or irregularity affects both pre-partition and post partition periods, the amount pertaining to these periods, should be separately indicated in the statement of case.

RESTRICTED

RESTRICTED

242

Appendix E
(Refers to Para 81
of Chapter VIII)

SCHEDULE – IV (B)

**SOP FOR WRITE OFF LOSSES OF ASSETS OF AIR FORCE AND
MES BORNE ON THE BOOKS OF THE MES NOT DUE TO
THEFT, FRAUD OR GROSS-NEGLECT**

SOPs at Unit Level

1. The Competent Financial Authority (CFA) may write off losses which are not due to theft, fraud or gross neglect after obtaining audit report from the CDA/LAO concerned.
2. In cases of losses/damages not due to theft, fraud or gross neglect holding of Court of Inquiry may at the discretion of CFA be dispensed with, with IFA consultation by citing reasons for such action.
3. C Adm Os are to maintain a record of all loss statements raised at the stn level to ensure that each entry ultimately records the approval of CFA.
4. The financial powers are personal and cannot be delegated to any subordinate officer.
5. Losses of various classes of stores due to one and the same incidence/cause should be written on one loss statement.
6. Pricing of loss occurred is to be done as per book value of the asset.
7. Price is to be checked by AAO (GE)/RAO/LAO/E section in regional CDA's office within whose accounting circle the work has been executed.
8. IFA is to be consulted in all cases of write off of loss at unit level.

SOPs at Command HQ

9. Loss statement will be received in three copies along with the proceedings of Court of Inquiry, if held.

RESTRICTED

RESTRICTED

243

10. On receiving the loss statement, the same will be checked for its correctness in accordance with Paras 594 to 607 of Regulations for the MES, 1968.

11. Loss statement will be recorded in the register maintained for the same with C Wks O.

12. Before according 'write off' sanction, the CFA, in each case, will ensure that audit report from RAO/regional PCDA/CDA as the case may be, is attached with the loss statement.

13. For cases where CFA is exercising the financial power with IFA consultation, IFA will be consulted before the sanction is accorded by the CFA.

14. After the sanction by the CFA, one copy of the loss statement will be retained and two copies duly signed in ink and dated will be forwarded to the unit originating the loss statement.

SOPs at Air HQ

15. Loss statement will be received in three copies alongwith the proceedings of Court of Inquiry, if held.

16. On receiving the loss statement, the same will be checked for its correctness in accordance with Paras 594 to 607 of Regulations for the MES, 1968.

17. Before according 'write off' sanction, the CFA, in each case, will ensure that audit report from RAO/Regional PCDA/CDA as the case may be, is attached with the loss statement.

18. For cases where CFA is exercising the financial power with IFA consultation, IFA will be consulted before the sanction is accorded by the CFA.

19. After the sanction by the CFA, one copy of the loss statement will be retained and two copies duly signed in ink and dated will be forwarded to the unit originating the loss statement.

Checklist for Intermediate and Final CFA

20. Sanctioning authority is to ascertain the following facts before according sanction:-

- (a) The loss is not due to any individual's carelessness.

RESTRICTED

RESTRICTED

244

- (b) The loss is beyond the control of storing authority.
- (c) Remedial action taken and instructions issued to avoid recurrence in future.
- (d) No individual has been shielded to avoid fixing the responsibility.
- (e) In case of loss due to faulty packing/storage, action taken to improve such requirements.
- (f) If the loss is due to railway/transport, action taken to recover the cost from railway/transporter.

RESTRICTED

RESTRICTED

245

Appendix F
(Refers to Para 81 of
Chapter VIII)

SCHEDULE – V (B)

**SOP FOR WRITE OFF LOSSES OF ASSETS OF AIR FORCE AND
MES BORNE ON THE BOOKS OF THE MES DUE TO
THEFT, FRAUD OR GROSS-NEGLECT**

SOPs at Unit Level

1. The Competent Financial Authority (CFA) may write off losses which are due to theft, fraud or neglect after obtaining audit report from the PCDA/LAO concerned.
2. In cases of losses/damages due to theft, fraud or gross neglect holding of Court of Inquiry may at the discretion of CFA be dispensed with, with IFA consultation by citing reasons for such action.
3. The financial powers are personal and cannot be delegated to any subordinate officer.
4. The losses of various classes of stores due to one and the same incidence/cause should be written on one loss statement.
5. C Adm Os are to maintain a record of all loss statements raised at the stn level to ensure that each entry ultimately records the approval of CFA
6. Pricing of loss occurred is to be done as per book value of the asset.
7. Price is to be checked by AAO (GE)/RAO/LAO/E section in regional CDA's office within whose accounting circle the work has been executed.
8. IFA is to be consulted in all cases of write off of loss at unit level.

SOPs at Command HQ

9. Loss statement will be received in three copies along with the proceedings of Court of Inquiry, if held.

RESTRICTED

RESTRICTED

246

10. Before according 'write off' sanction, the CFA is to ensure that an audit report from RAO/regional PCDA/CDA as the case may be, is attached with the loss statement.

11. For cases where CFA is exercising the financial power with IFA consultation, IFA will be consulted before the sanction is accorded by the CFA.

12. Loss statement will be recorded in the register maintained for the same with C Wks O.

13. After the sanction by the CFA, one copy of the loss statement will be retained and two copies duly signed in ink and dated will be forwarded to the unit originating the loss statement.

SOPs at Air HQ

14. Loss statement will be received in three copies along with the proceedings of Court of Inquiry, if held.

15. On receiving the loss statement, the same will be checked for its correctness in accordance with Paras 594 to 607 of Regulations for the MES, 1968.

16. Before according 'write off' sanction, the CFA, in each case, will ensure that audit report from RAO/Regional PCDA/CDA as the case may be, is attached with the loss statement.

17. For cases where CFA is exercising the financial power with IFA consultation, IFA will be consulted before the sanction is accorded by the CFA.

18. After the sanction by the CFA, one copy of the loss statement will be retained and two copies duly signed in ink and dated will be forwarded to the unit originating the loss statement.

Checklist for Intermediate and Final CFA

19. Sanctioning authority is to ascertain the following facts before according sanction:-

(a) Action taken to avoid such type of losses in the future.

(b) In case of loss due to faulty packing/storage, action taken to improve such requirements.

RESTRICTED

RESTRICTED

247

- (c) If the loss is due to railway/transport, action taken to recover the cost from railway/transporter.
- (d) Remedial measures taken and instructions issued to avoid recurrence in future.
- (e) Write off of losses to property are in accordance with provisions of Para 587 to 607 of Regulations for the MES.

RESTRICTED

RESTRICTED

248

Annexure I

(Refers to Para 7 of Chapter VIII)

Tele: 337/7528

Air Headquarters
Vayu Bhavan
New Delhi-110011

Air HQ/S 37960/AD (CAM)

07 Jul 2000

HQ WAC IAF	}	(SASO/SAASO)
HQ CAC IAF		
HQ EAC IAF		
HQ SWAC IAF		
HQ SAC IAF		
HQ TC IAF		
HQ MC IAF		

CAMOUFLAGE AND CONCEALMENT MEASURES :
AIRCRAFT OPERATING SURFACES AND BUILDINGS

1. Reference is made to Air HQ letter Nos of even references dated 25 Aug 99 and 14 Dec 99.
2. A number of policy letters exist on various aspects of camouflage concealment and deception measures to be adopted on our airfields. These have been reviewed and consolidated. The camouflage and concealment measures to be henceforth adopted at airfields are covered in the succeeding Para.

Runway and Taxi-Tracks and Aircraft Operating Surfaces

3. **Painting.** Runways and taxi tracks of all Priority-I and Priority-II airfields are to be painted grey or light black and not in zebra / dotted / multi-colour schemes. The concrete surfaces of the runway, taxi-tracks, dispersals, ORPs and other hard standings of all Priority-I and Priority-II airfields are to be painted with a coat of a mixture of creosote and pitch for toning down effect.

RESTRICTED

RESTRICTED

249

4. **Deception Measures.** To break the linearity of the runways and taxi tracks, distortion patches (irregular patches of concrete surface) are to be constructed on the shoulders of runways and parallel taxi tracks of all Priority-I airfields. This surface will be of lesser specifications than the runway surface. The necessary works services are governed vide MoD D (Air II) UO No 298/S/P&W/AD dated 21 Apr 86, and can be undertaken depending on the availability of funds and sanctions by CFAs.

5. Limited works services may be carried out at all airfields having disused runways / taxi / tracks/ blast-pens / tarmac/installations / abandoned structures etc. to suitably mark these sites to resemble operational areas, with a view to deceive enemy recce (authorised vide this HQ letter of even reference dated 14 May 86). Consolidated details of all proposed deception measures adopted are to be communicated to this HQ.

6. **Runway and Taxi-Track Markings.** Ground markings on runways at IAF airfield have been revised recently and standardized vide ASI Part III/ATS/1/2000 dated 01 Feb 2000. During APM/outbreak of hostilities, airfields designated by respective Command HQ will display only ground markings as per Plan 'C' of ibid ASI. All concerned stations are to work out suitable plans, and are to be ready to implement the same at short notice.

7. **Tactical Deception Measures.** Tactical Deception acts as 'Force degrader', and efficacy of tactical deception measures have been provided during the recent air wars. Towards this end the following measures may be considered as appropriate to an airfield / installation:-

(a) Painting of ac silhouettes on dumbbells / aprons / manoeuvring areas. Positioning of canvas cut outs and silhouettes may also be considered.

(b) Creating of artificial bomb craters with appropriate removable masks, made on materials such as canvas / thermocol, for tactical use after an enemy airfield strike.

(c) Painting / fabrication of damage indications on hardened aircraft shelters / hangars / other vital installations.

Painting of Buildings

8. The exterior painting of all domestic buildings, located away from technical areas or outside airfield campus, may continue to have attractive and bright colour schemes. The exterior painting of all other IAF buildings located within the

RESTRICTED

RESTRICTED

250

airfield campus or adjacent to the tech area to conform to Dark Admiralty Grey Colour (IS-632).

9. **Assessment of Camouflage Efficacy.** On deployment after APM, FR missions are to be flown and the film interpreted to assess the efficacy of camouflage at all air bases and field locations of forward units, to enable corrective action. This is to be undertaken before and after the change in existing schemes.

10. This supersedes all previous letters on the subject.

Sd/-
(SP Tyagi)
Air Vice Marshal
ACAS (Ops)
For VCAS

RESTRICTED

RESTRICTED

251

Annexure II

(Refers to Para 7 of Chapter VIII)

Tele: 23010231/7586

Air Headquarters
Vayu Bhavan
New Delhi-110011

Air HQ/S 37960/AD (CAM)

07 Mar 05

HQ WAC IAF	}	(SO to SASO/SAASO)
HQ CAC IAF		
HQ EAC IAF		
HQ SWAC IAF		
HQ SAC IAF		
HQ TC IAF		
HQ MC IAF		

CAMOUFLAGE AND CONCEALMENT MEASURES POLICY

1. Policies on Camouflage and Concealment were issued as under:-
 - (a) **Camouflage and Concealment Measures.** Radars, SAGWs, Vehicles and Equipment vide letter of even reference dt 06 Jul 2000.
 - (b) **Camouflage and Concealment Measures.** Painting of Aircraft vide letter of even reference dt 06 Jul 2000.
 - (c) **Camouflage and Concealment Measures.** Aircraft Operating Surfaces and Buildings vide letter of even reference dt 07 Jul 2000.
2. A review of the above policies was conducted. It has been decided that there will be no change to the policies issued above. However, studies/ feedback on the following issues need to be done:-
 - (a) Currently, attack helicopters are painted grey. Feedback on the efficacy of the matt finished Grey Colour Scheme is required by this HQ before any change can be considered.

RESTRICTED

RESTRICTED

252

(b) To further fine tune the policy on camouflage and concealment of aircraft operating surfaces and buildings, a comparison between the Grey colour scheme and the terrain specific multi-coloured pattern needs to be conducted at some select bases. Your HQ is requested to select one or two bases depending upon the terrain and conduct this study at these bases. The study needs to be carried out as per the guidelines enclosed as Appx to this letter for one year to check the efficacy of camouflage schemes through all seasons. Your HQs are requested to forward a quarterly progress report on 30 Jul, 30 Oct, 30 Jan and 30 Apr.

3. This HQ has received numerous queries on some of the policy guidelines for camouflage and concealment measures. These are clarified below:-

(a) CFTs/DFTs are to be painted in bright and glowing red colour. During APM, these may be covered with camouflage nets.

(b) All ground equipment in the vicinity of aircraft on tarmac or in hangar are to be painted bright yellow (ISC No 356). Blanking and covers are to be day glow orange colour (ISC No 592) except for heptrs operating in Bombay and Car Nicobar where dark violet is the nominated colour (ISC No 796).

(c) There is no change in the colour scheme for heptrs on glacier. The colour scheme for heptrs operating at glacier will continue to be matt finished grey colour (IS-693).

(d) There is no change in the painting schemes for vehicles. The painting of vehicles will continue to be as stated at Para 5 (a) to (h) of the letter of even reference mentioned at Para 1 (a) above.

Sd/-
(R Pratap)
Air Cmde
PD Ops AD
For VCAS

Encl: As stated

RESTRICTED

GUIDELINES TO CONDUCT TRIALS OF CAMOUFLAGE
COLOUR SCHEME FOR BUILDINGS

1. Command HQs are required to carry out a comparative study between the existing schemes of Grey colour and terrain specific camouflage painting. The guidelines for conduct of study are:-

- (a) Select a base/ bases for the trials as per terrain in their AOR.
- (b) A cluster of buildings are to be taken up for multi-colour terrain matching camouflage pattern along side of grey colour camouflage scheme buildings.
- (c) After completion of painting, the colour scheme may be checked out through all the seasons.
- (d) Report/ views from all visiting/ local aircrew may be documented.
- (e) PR/FR missions to be planned as and when felt necessary to confirm the efficacy of the camouflage scheme.
- (f) UAVs may be used as deemed fit and where available for visual spectrum assessment.
- (g) All data to be analyzed and commented upon.
- (h) Command PI to actively associate himself with the trials.
- (j) Trial report to be forwarded to Ops Branch within 2 months of completion of trials (at least 12 months of data essential to cover all seasons, sun elevation and terrain status).
- (k) As guidelines for Camouflage and Deception Painting, enclosed is an extract from the Camouflage and Deception policy placed as Annexure to the trial guidelines.

**EXTRACT OF GUIDELINES FROM
CAMOUFLAGE AND DECEPTION POLICY**

1. **Protective Painting.** Single colour painting of an object to blend it with the surroundings. Employed where the background is of overwhelming single colour.
2. **Disruptive Painting.** Mainly for movable objects in two to three colours, applied in irregular shapes. Predominant colour of surroundings is selected as the main. Two more colours, one darker and the other lighter than the main colours, both present in the background, are selected. Proportion should be the same as found in nature.
3. **Imitative Painting.** A multi colour painting, which reproduces on surface of an object, the pattern of surrounding background or of a feature, which will conceal the object.
4. Fire power being so very precious, indiscriminate targeting is a luxury which enemy can ill afford, merit higher priority act a giving away of the airfield. Following would constitute as the likely targets at an airfield:-
 - (a) Runway and Taxi tracks.
 - (b) Hangers and Blast Pens.
 - (c) Bulk Petroleum installations (BPIs)
 - (d) Bomb Dump
 - (e) Technical Buildings
 - (f) Radars
 - (g) Communications units
5. **Runway and Taxi Track.** Measures should be adopted so that they merge with the surrounding area thereby delaying the sighting. Studied for any particular type of pattern, example agriculture will predominantly appear as

square plots. Toning around runway and taxi tracks can be done by using chemical and herbicides in strips of 75-100 feet to produce a number of long linear bands of desired colour (brown, light brown, light green, yellow etc), breaking the monotony of runway linearity. Modern navigation system on board fighters would take the aircraft to the target. However, even today the pilot has to visually acquire the target, align the sight and track the target at least for 2-3 seconds before releasing the load. We need to exploit to our advantage ensuring, visual acquisition is delayed to possible extent.

6. **BOCC.** As a long term measure, vines and creepers be grown on wire net over BOCC to act as a horizontal screen. Vines and creepers be grown overhead of all the parking shelters.

7. **Squadron Area.** Vines and creepers could also be grown over wire net on open type blast pens to act as horizontal screen.

8. **Blast Pens/ Hangers.** The blast pen could be recognized by its bald top, arch of entrance and the contained shadow.

(a) Baldness due to soil erosion. A permanent cross shape structure of about 10-12 inches be made out of bricks on top of the pens and filled with mud. Growth of vegetation in this would ensure a total coverage.

(b) The arch should be painted as per the camouflage colour schemes.

(c) Contained shadow problem could be resolved by extending a horizontal synthetic, camouflage net from overhead blast pen mouth protective wall in front and thereafter dropped at an angle. The colour of the net should be the same as surroundings.

9. **Headquarters.** The painting of building as far as possible should be protective pattern type.

10. **Bomb Dumps.** Dummy roads need to be made to break the perceptibility of a single approach road.

11. **Domestic Area.** Domestic or other unimportant buildings be painted similar to other civilian buildings in the surroundings to merge with them. Future buildings architecture should conform to surrounding civilian pattern.

**SUGGESTED CAMOUFLAGE, CONCEALMENT AND
DECEPTION PLAN FOR AN AIRFIELD**

1. **Introduction.** An airfield being such a vast area, it would be impossible to hide. However, in case innovative camouflage and deception methods are adopted, it would be possible to delay acquisition of an airfield by a strike aircraft on a low level mission thereby impairing his weapon delivery accuracy or misleading the aircraft to a false target.

2. For the purpose of camouflage, the IAF airfields, depending upon the nature of terrain and texture of foliage found in the area, have been divided into three categories, viz.:-

- (a) Desert.
- (b) Semi-Desert.
- (c) Green.

3. Various airfields that fall under each of these categories are as follows:-

(a) **Desert**

- (i) Leh
- (ii) Nal
- (iii) Thoise
- (iv) Jaisalmer
- (v) Utterlai

(b) **Semi Desert**

- (i) Sirsa
- (ii) Suratgarh
- (iii) Jodhpur
- (iv) Bhuj
- (v) Naliya
- (vi) Jamnagar

(c) Rest all other airfields fall under the purview of green belt.

4. The type of painting that can be adopted for the runways and other installations at an airfield can broadly be divided into three types:-

- (a) Protective Painting
- (b) Disruptive Painting
- (c) Imitative Painting

5. **Protective Painting.** It is a single colour painting of an object to blend it with the surroundings. This is employed where the background is of overwhelmingly single colour (as in desert or in a jungle).

6. **Disruptive Painting.** This is used mainly for movable object and involves painting the object in two to three colours, applied in irregular shapes. The predominant colour of surroundings is chosen as the main colour. Two more colours, one darker and the other lighter than the main colour, both present in the background are selected. The proportion should be the same as found in nature. However, following points must be kept in mind, while carrying out disruptive painting:-

- (a) The patches should be asymmetrical and irregular in shape.
- (b) For best effect, the axis of a patch should make an angle of 30 to 60 degree at the edges of the object being painted.
- (c) Where two surfaces meet at an angle, the patch should be continuous.
- (d) Centre of patch should not coincide with a corner.
- (e) The size and shape of patches should be in accordance with the threat perception.

7. **Imitative Painting.** It is a multi colour painting, which reproduces on surface of an object, the patten of surrounding background or of a feature which will conceal the object. For example, painting trees on the walls of building / hangar. It is employed for stationary object only.

8. Runway and various other installations that one would normally associate with an airfield are:-

- (a) Runway and Taxi tracks
- (b) ATC and Met Section
- (c) Various Aerials

RESTRICTED

258

- (d) Radars
- (e) MT/Section
- (f) Squadron Complex and Operational Readiness Platform (ORPs)
- (g) Blast Pens and Hangars
- (h) Station HQ
- (j) Bomb Dump
- (k) Bulk Petroleum Installations (BPIs)
- (l) Domestic Area

9. Fire power being so very precious, indiscriminate targeting of all of the above is a luxury which enemy can ill afford. While some of them would constitute as likely targets, hence, merit higher priority in our camouflage and deception plan, other may simply act as giving away of the airfield hence would also warrant meticulous attention.

10. Following would constitute as the likely targets at an airfield:-

- (a) Runway and Taxi tracks
- (b) Hangars and Blast Pens
- (c) Bulk Petroleum Installations (BPIs)
- (d) Bomb Dump
- (e) Technical Buildings
- (f) Radars
- (g) Communication units

11. In order to achieve effective camouflage, it is imperative that the revealing characteristics of various installations of an airfield be identified and addressed. These installations with their characteristics and various measures to camouflage them are enumerated in the subsequent text.

Runway and Taxi Track

12. **Revealing Characteristics**

- (a) Linear dimensions
- (b) Size
- (c) Contrast with surroundings
- (d) Flatness of the surface
- (e) Reflecting properties of runway surface
- (f) White shine of the over run

RESTRICTED

13. **Suggested Measures.** Under no circumstances can a runway and taxi tracks be entirely concealed. However, measures should be adopted so that they merge with the surrounding area thereby delaying the sighting of it by the enemy. With this aim in mind, an aerial photograph of the airfield and surroundings both in colour as well as in black and white be taken. The surroundings be studied for any particular type of pattern, for example if agriculture is predominant in the area it will appear as square plots. To merge the airfield with the surroundings, maximum area available inside the airfield should be used for cultivation. The crop grown should be the same as grown in the surrounding area. As per the policy in existence, five hundred metres on both sides of the runway and approach funnel are cleared of trees. These areas should also be brought under cultivation. It is a proven fact that the crops like wheat and mustard do not attract birds to cause a hazard. Also toning around runway and taxi tracks can be done by using chemicals and herbicides in strips of 75-100 feet to produce a number of long linear bands of desired colour (brown, light brown, light green, yellow etc.), thereby breaking the monotony of runway linearity. In case of an airfield, where the background is overwhelmingly dominated by one colour (e.g. Adampur-Green and Nal-Desert), protective painting could be adopted for better camouflage.

14. It is opined that, green patch that an airfield presents is a give away of its location. In today's technology intensive scenario, the thought merits reconsideration as modern navigation system on board fighters would in any case take the aircraft to the target. However, in most of the cases, even today, the pilot has to visually acquire the target, align the sight and track the target at least for 2-3 seconds before releasing the load. It is this limitation that we need to exploit to our advantage by ensuring, visual acquisition is delayed to possible extent. Although de-vegetation of airfields has been undertaken in the recent past for flight safety reasons, camouflage requirements are conflicting. Approach funnel and five hundred meters on either side of runway should be devoid of all vegetation, however, beyond this zone, tall growing trees be planted extensively. This would go a long way in denying an early pickup (e.g. Gorakhpur airfield) of other target system, mainly on a low level mission, as these tall trees will form part of natural camouflage scheme.

15. White paint is used on the over run on both ends to enable the pilot to pick up the runway mainly during bad weather or poor visibility conditions. However, this white portion can be seen from great distance. Pilots use this white patch to align themselves on the finals and are more or less dependent on this. Removing this during operations abruptly may have undesired results. The following alternatives are suggested:-

RESTRICTED

260

- (a) Paint only one over run for training purpose.
- (b) Obliterate white portion completely and replace it with white tarpaulin, which can be unrolled on as desired.
- (c) Install strobe lights on four corners of the over run on either end. It should be operated as and when desired.
- (d) Tailoring of reflectance.

ATC and Met Section

16. Revealing Characteristics

- (a) Number of aerals
- (b) Large glass panelled window hence the shine
- (c) Proximity to the runway
- (d) Height
- (e) Shape
- (f) Other infrastructure nearby viz. crash bay, hard standings etc.

Radar and Various Antennae

17. Revealing Characteristics

- (a) Shape
- (b) Height of super structure
- (c) Position
- (d) Shadow
- (e) Perforated Screen
- (f) Tropo Aerial
- (g) NDB Beacon (Height and close proximity to the runway)

18. **Suggested Measures.** Creepers could be grown on NDB and other masts legs. Dish antenna etc. should be painted in protective / disruptive pattern with EM radiation transparent paints. Radiation pattern permitting, suitable trees in terms of height and crown be grown at the corners of signals section and other superstructure. Heat source like generator room etc should be covered with suitable IR camouflage nets.

RESTRICTED

BOCC

19. **Revealing Characteristics**

- (a) Shape
- (b) Exposed sides
- (c) Hard Standing / Parking Points
- (d) Shadow of entrance

20. **Suggested Measures.** Synthetic camouflage nets be used as a short term measures over BOCC. As a long term measure, vines and creepers be grown on wire net over BOCC to act as a horizontal screen. Trees with large crown could also be grown at the corners and over MT sheds to distort shape and shadow. Vines and creepers be grown over head of all the parking shelters.

MT Area

21. **Revealing Characteristics**

- (a) Huge and high sheds
- (b) Hard standings
- (c) Parking area
- (d) Repair bays / workshop
- (e) Associated activities

22. **Suggested Measures.** A combination of tall trees and trees with large crown could be grown around buildings and MT sheds to distort shape and shadow. Vines and creepers be grown on the fencing and overhead of all the parking shelters in uncharacteristic / irregular geometries. Painting of building (in protective / imitative pattern) be undertaken with water based cement paints so as to merge them with the surroundings.

Squadron Area

23. **Revealing Characteristics**

- (a) Buildings
- (b) Dispersal
- (c) Hard standing and its shine
- (d) Blast pens
- (e) Hangars

24. **Suggested Measures.** Distortion masks be fitted on top of Squadron (Sq) building to break shape and shadow of the building. They should also be painted as per the camouflage colour scheme. Synthetic camouflage nets, growth of vines and creepers over a horizontal wire net could be effective in case of an underground complex. In case the complex is above ground then, around the building on a vertical wire mesh structure, creepers be grown so as to provide a natural camouflage against a low level attack. Trees with large crown be grown at the corners of the building to distort shape and shadow. These could also be grown over Squadron MT sheds and open blast pens. Vines and creepers could also be grown over wire net on open type blast pens to act as a horizontal screen.

Blast Pens / Hangars

25. **Revealing Signs**

- (a) Shape and shine
- (b) Shadow
- (c) Contained shadow of blast pen
- (d) Hard standing
- (e) Leading in taxi track
- (f) Associated activities

26. **Suggested Measures.** Synthetic camouflage nets be used as a short term measures (overhead of open blast pens). Around the hangar, vertical wire mesh structure be erected and creepers be grown on these to give a natural camouflage. Hangars could also be painted in a imitative pattern along with distortion masks to break the outline. Vines and creepers be grown over wire net on open type blast pens to act as a horizontal screen. Plant trees, shrubs, vines and creepers to break / distort the shape and shadow of blast pens. Space between blast pens be utilised to grow vegetation to achieve the desired natural pattern.

27. During the aerial survey conducted by the team, blast pen could be recognised by its bald top, arch of entrance and the contained shadow. These could be addressed in the following manner:-

- (a) The baldness on top of blast pen is primarily due to soil erosion. A permanent cross shape structure of about 10-12 inches be made out of bricks on top of the pens and filled with mud. The growth of vegetation on this would ensure a total coverage.

- (b) The arch should be painted as per the camouflage colour schemes.
- (c) Contained shadow problem could be resolved by extending a horizontal synthetic camouflage net from overhead blast pen mouth to the protective wall in front and thereafter dropped at an angle. The colour of the net should be the same as surroundings.

Headquarters

28. Revealing Characteristics

- (a) Long linear building
- (b) Hard standing / parking area
- (c) Approaches
- (d) Gardens around building

29. **Suggested Measures.** In order to break the shape and shadow of buildings, distortion masks cut of / or metal (PGI) sheets be fitted on top of buildings with angle irons and also be painted as per the colour scheme. Also around the HQ building, a vertical wire mesh structure be erected and creepers be grown on these. Tall trees like Eucalyptus and tree with large crown be grown at the corners of the building to distort shape and shadow. These could also be grown over the corners of parking sheds / hard standings. Painting of building (in protective / imitative pattern) be under taken so as to merge them with the surroundings. Wherever creepers etc. are being grown over / around building or hangar, the painting of building as far as possible should be protective patter type.

Technical Flights

30. Revealing Characteristics

- (a) Huge sheds
- (b) Hangars
- (c) Hard standings
- (d) Dispersal
- (e) Repair bays etc

31. **Suggested Measures.** Distortion masks be used to break the shape and shadow of buildings and their painting as per the camouflage colour scheme. Around the building and hangar, on a vertical wire mesh structure, creepers be grown to provide them a natural camouflage (these structures should be painted in a protective pattern only). Tall trees like Eucalyptus could be grown around tall

buildings. Trees with large crown be grown at the corners of the building to distort shape and shadow. Suitable patter painting of building be undertaken.

Bomb Dumps

32. **Revealing Characteristics**

- (a) Linear layout of wire fence
- (b) Shape and size of magazines
- (c) Abrupt ending of road leading to it
- (d) Rectangular layout
- (e) Static water tanks

33. **Suggested Measures.** The feasibility of cultivation inside the bomb dump be studied and if found possible then a part of the bomb dump area be brought under cultivation conforming to the surrounding pattern as analysed from aerial photograph. Creepers could also be grown around the built up structures and over the fencing and watch towers (if any). Similarly, a horizontal screen could be created over the bombs dumped in the open. Tall trees with large crown could also be used favourably at suitable sites. In case of deserts, wherever possible, camouflage nets could be used. Dummy roads need to be made to break the perceptibility of a single approach road. Discrete and irregular growing of creepers along the boundary wall.

Bulk Petroleum Installations (BPIs)

34. **Revealing Characteristics**

- (a) Shapes / Shadows
- (b) Shine of Pipe Lines
- (c) Tanks
- (d) Filling Points
- (e) Approaches

35. **Suggested Measures.** A combination of tall trees and trees with large crown could be grown around the building to distort shape and shadow. Vines and creepers be grown around pipe lines of BPIs. The whole complex could be imitative painted and pipes etc. could be dull painted to form a part of this limitative pattern. Fire resistant camouflage nets could also be suitably employed.

Domestic Area

36. **Revealing Characteristics**

- (a) Geometrical layout visible from air
- (b) Concentration of buildings
- (c) Roads / by lanes
- (d) SSQ building
- (e) Water tanks
- (f) Vehicular movements
- (g) Similarity in shape of building
- (h) Watch towers etc (in tech area)

37. **Suggested Measures.** As far as domestic or other unimportant buildings are concerned, they should be painted similar to other civilian buildings in the surroundings so as to merge with them. Vines and creepers be grown overhead all the parking shelters. All future buildings be architected conforming to surrounding civilian pattern.

Deception

38. With the advancement of technology specially with reference to satellite surveillance, the study group discussed at length about deceiving the enemy by marking a dummy airfield. It is opined that any unusual activity in and around an airfield will be monitored by the enemy on real time basis. However, it is feasible to mislead the enemy during night. Dummy airfield should be constructed on the likely approach direction or slightly displaced to one direction (within twenty degrees). The airfield could be marked by sparsely lit goosenecks. Modified 30 mm AD guns with tracers should be deployed around dummy runway in limited quantity. Once enemy approach is detected, the guns deployed around the dummy airfield will open up to draw the attack pilot's attention.

39. After an attack, craters (plywood cut outs) be placed on runway. Decoy aircraft etc. be burnt to mislead the BDA missions.

40. Lots of decoy (3D with IR signature) be placed at forward airfield to give a wrong impression of overwhelming superiority or luring him to pre-planned airfield. This could also be in consonance with army / naval deception plans.

41. **Corner Reflectors.** A corner reflector is a very useful camouflage equipment. It is a counter radar reconnaissance device. It can simulate the emitted radiation of a linear object like runways, thereby making it difficult for enemy to pick it up on a radar reconnaissance mission.

42. **Smoke Screen.** Use of smoke to screen our own activities.

43. **Foam Generation.** Liquid foam can be made matching both in colour and texture with the surrounding terrain in the visible region with promising camouflage effectiveness in the near and thermal IR region. The stability of liquid foam depends on the ambient temperature (increasing with decrease in temperature). However, for Indian conditions (summers), the stability period is about 24 hours. Foam can be generated at the rate of 20,000 litres / hour, which is sufficient to cover a surface area of approximately 200 sqm at a foam thickness of 10 cm. Basically, the foam is to be laid in patches on the vulnerable areas. The de-foaming of the area so covered can be achieved within 10 min by spraying a salt solution over it.

Conclusion

44. The quantum jump in navigation and attack technology makes it imperative that maximum effort should go in camouflage, concealment and deception to minimise the losses in an operation. There is no doubt that enemy will reach over an airfield for an attack. Question is, whether he will be able to deliver his ordinance at the DMPL. Taking the pilots psyche into mind in a hostile environment, it is likely that he may drop his load on the first visible target if he is unable to achieve his DMPL. It is a debatable point whether less effort should be put in to camouflage less important targets thereby inviting him to attack these targets.

RESTRICTED

267

Annexure IV

(Refers to Para 20 of
Chapter VIII)

Pramukh Engineer Shakha
Sena Mukhyalaya
Engineer-in-Chief's Branch
Army Headquarters
Kashmir House
New Delhi – 110011

80848/A/T&C/E2 Air

12 Oct 92

CE Southern Command
CE Western Command
CE Northern Command

LOGISTIC SUPPORT IN MAINTENANCE OF DALL EXPRESS SYSTEM

1. Reference:-

(a) Govt of India, Min of Def letter No. Air HQ/37532/86/W (P&C)/PC-5/1879/D(Air-II) dated 15 Oct 90.

(b) Air HQ, Directorate of Purchase, letter No Air HQ/64251/2/FPW/PUR dated 25 Sep 91.

(c) Army HQ, E-in-C's Branch letter No. 80848/A/T&C/Engr 2 Air dated 19 May 92.

2. Dall Express system for quick rehabilitation of runways has been introduced in service during Nov 90. This equipment system is meant for use in 12 Nos Priority-I airfields. The detailed instructions on provisioning of spares, repair schedule, accounting procedure, training, manpower planning and storage, etc, are contained in the succeeding paragraphs.

Dall Express System

3. The system is a combination of imported and indigenous components : details are as under :-

RESTRICTED

RESTRICTED

268

<u>Equipment</u>	<u>Source</u>
(a) <u>Imported Components</u>	
(i) Mixing-cum-pumping sets	M/S ATN France.
(ii) Binder cement	-do-
(b) <u>Indigenous Components</u>	
(i) Hydraulic Excavator	BEML
(ii) Loader Tractor	BEML
(iii) Tipper 8.5 Cum	TELCO
(iv) Crane 5 MT	ESCORTS
(v) Water Truck 9 KL	ASHOK LEYLAND
(vi) Vibratory Compactor	L&T

Provisioning of Spares

4. **Imported Equipment.** Essential spares have been initially supplied by the manufacturers of the equipment with each set. These constitute the fast-moving spares. In addition, certain cold weather spares, a total of six sets for 12 mixer-cum-pumping machines are also available. Since some stations are holding more than their authorised set of spares, the following inter-formation transfers will be effected at the earliest under arrangements of CEs Command :-

<u>Item</u>	<u>Air Force Station</u>	
	<u>From</u>	<u>To</u>
(a) One complete set of Hydraulic flexible hoses.	Ambala	Sirsa
(b) Spares for Engine fast repairs.	Halwara	Adampur
(c) 13 x 1193 Belts	Pathankot	Awantipur
(d) Hetz Diesel Injection	Suratgarh	Nal
(e) Engine Oil 50 ltrs	Jaisalmer	Uttarlai
	Bhuj	Naliya

5. Spares for cold weather machines will be dispatched to their designated bases in the manner indicated below:-

RESTRICTED

RESTRICTED

269

<u>Item</u>	<u>From</u>	<u>To</u>
(a) Secondary line pump Qty-2	Ambala	Adampur (for Adampur and Halwara)
(b) Line Tipping Jack Assembly Qty-2		
(c) Hydraulic meters/Line Qty-2		
(d) Hydraulic Pump line Qty-2	Jaisalmer	Pathankot (for Pathankot and Awantipur)

6. All the remaining items supplied in six sets are to be retained at the units and designated bases to meet the requirement of all the twelve stations, as indicated below:-

<u>Designated bases</u>	<u>Operational Usage</u>
(a) Ambala	Ambala and Sirsa
(b) Halwara	Halwara and Adampur
(c) Pathankot	Pathankot and Awantipur
(d) Suratgarh	Suratgarh and Nal
(e) Jaisalmer	Jaisalmer and Uttarlai
(f) Bhuj	Bhuj and Naliya

7. Garrison Engineers of Designated bases will take over and account for these spares. Garrison Engineers should be fully conversant with the operational usage of these spares. They will be fully responsible for maintenance and dispatch of these spares to other stations in the event of contingency.

Repair Schedule

8. **First Line Repairs.** The quantity of spares originally supplied by the firm is based on 500 hours of operation. These repairs/replacements will be carried out locally or through trade. Details of spares for first line repairs have been intimated vide Air HQ letter under reference and Para 4 above.

RESTRICTED

RESTRICTED

270

9. **Second Line Repairs.** These repairs envisage repair/replacements of malfunctioning parts due to fair wear and tear or in the eventuality of 1000 hours of operation as specified in the operating manual. Details of spares for second line maintenance have been intimated vide Air HQ letter under reference and Para 5 above. For utilizing these spares, dual responsibility of units as highlighted in Para 7 above will not be lost sight of. Repairs will be carried out locally or through trade.

10. **Overhauls/Replacements.** In case of major repairs or overhauls, beyond the capability of local trade/users, the matter will be referred to the trade representative of M/S ATN France through Zonal chief Engineer under intimation to Air HQ. The address of the representative is as under :-

Mr J Lesne
Technical Delegate of OFEMA in India
42, Golf links
New Delhi – 110003.

11. **Repair of Indigenous Equipment** Indigenous components forming part of Dall Express system and the source are given in Para 3 (b) above. During warranty period, replacements of malfunctioning parts/ assemblies will be resorted to under condition of contract/ supply order. For other repairs, contact must be established with nearest area dealer of the equipment.

Accounting Procedure

12. Local GEs will take on charge Dall Express binder, quick setting cement and imported/indigenous equipment. Binder or quick setting cement, once down-graded will be transferred to other works/training. Action for replacement of quick setting cement will be initiated under provisions of Govt of India, letter under reference. Provisions contained in Govt of India, Ministry of Defence, letter No Air HQ/S-37532/86/W(P)/PC-2/AF/7685/D (Air-II) dated 27 Sep 76 pertaining to old runway rehabilitation scheme are also applicable to this scheme.

13. Expenditure on account of repair/spares will be incurred against the following heads of accounts:-

- | | | |
|--|---|--|
| (a) Replacement and procurement of quick setting cement and equipment. | - | Major Head
4076/03-202. |
| (b) Repairs, hiring of labour and procurement of other materials. | - | Major Head 2078-
Minor Head III wks |

RESTRICTED

RESTRICTED

271

sub head (d).

(c) Hiring of plant/machinery - Major Head 2078.

Training

14. M/s ATN France had imparted the initial training in operation and maintenance of the equipment supplied by them. The personnel trained by the firm were to be utilized for further training of industrial staff earmarked for the task of rehabilitation of runways. Thus a nucleus of trained manpower was to be created at all airfields under the respective Zonal GEs.

15. **Refresher Training.** In order to keep the drills updated and to create awareness amongst the personnel on vital aspect of quick rehabilitation, rehearsals will be carried out at regular intervals. Following guidelines will be adopted which have been issued based on overall economy on usage of imported equipment and binder (Authority: Air HQ letter No 37532/86/W(P&C) dated 04 Dec 91).

Mixer. Use of mixer cum pumping equipment will be made once in six months. Regular maintenance of the equipment will be carried out during idle period.

Binder – Dall Express. A maximum of 3 tons of binder will be used for training purpose every six months.

16. Above scales for training are for each airfield. Scales shall be reviewed on inducting of indigenous equipment and binder in due course.

Manpower Planning

17. Details of operators as identified and approved for the scheme with Dall Express and indigenous equipment combination are as under :-

<u>To Operate</u>	<u>Operators</u>
(a) Mixing cum pumping equipment	3 x DME/ MTD/ DES
(b) Hydraulic Shovel	1 x DME/ MTD
(c) Tractor Loader	2 x DME/ MTD
(d) Vibratory Roller	1 x DRR/ MTD

RESTRICTED

RESTRICTED

272

(e)	Lorry Flat Deck 10 T	3 x MTD
(f)	Tipper 8.5 Cum	4 x MTD
(g)	Crane 5/6 Ton	1 x DME/ MTD
(h)	Generator 5 KVA	1 x DES
(j)	Fork Lift Truck	2 x DME/MTD
(k)	Compressor	1 x DME/ MTD/ DES
(l)	Truck Water 9 KL	1 x MTD
		<hr/> 20 Nos <hr/>

18. Operators will be made available at each priority airfield from within the existing manpower resources of the Zone/CWE area. Rehearsals at regular intervals will be carried out and the SOP on rehabilitation will be kept updated at all times. Govt of India, Min of Def, letter No 6(17)/97/358/92/D (Works-II) dated 28 Feb 92 lays down policy on filling up of vacancies.

Storage

19. Binder supplied by M/s ATN France has limited shelf life of 2 years and is proposed to be phased out after indigenous alternative is developed. For use between 2 years to 4 years, additive is required to be added to compensate for the delay in setting time, if the use is unavoidable. Beyond this period, binder can only be used for normal construction and repair of parking areas, roads, storages as normal cement. Station Commander is authorised to order a board once Dall Express binder loses its shelf life and recommend its alternative usage or replacement.

20. Air HQ has already directed Command Headquarters in Jul 91 that storage accommodation can be sanctioned on as required basis as an authorised item of work vide Para 3, 43(e) of the scales of accommodation for Defence Services 2009.

RESTRICTED

RESTRICTED

273

Indigenous Development

21. Effort is on to develop an indigenous substitute for Dall Express binder and mixer. The binder currently under development by R&D (Engrs) is being offered for field trials during Oct 92. Trials on mixer-cum-dispenser are scheduled to be held during Jan 93. The indigenous system is likely to be introduced in service by Apr 93, subject to successful trial.

Conclusion

22. Rehabilitation Scheme with Dall Express system will be effective only if equipment is maintained to the highest standard of functional efficiency at all times. Nucleus of trained manpower should be created, earmarked for the rehabilitation scheme with sufficient leave reserves.

23. These instructions may please be disseminated to all concerned formations under your command.

Sd/-
(JK Ashtaputre)
Col
Offg DDGW (AF)
For Engineer-in-Chief

Copy to:-

1. Air HQ/ W(P&C)
2. CE (AF), Ahmedabad
3. CE (AF), Jalandhar
4. CE Srinagar Zone

RESTRICTED

**STANDARD OPERATING PROCEDURE
FOR
RUNWAY REHABILITATION
BY
DALL EXPRESS METHOD**

RESTRICTED

275

STANDARD OPERATING PROCEDURE FOR RUNWAY REHABILITATION BY DALL EXPRESS METHOD

INTRODUCTION

1. Runway especially those forward airfields being prime targets, enemy will endeavor to cause damages during hostilities. Runway Rehabilitation Scheme 1979 (RRs 76) and Dall Express System are catered for emergency repairs of runways. This SOP covers the general aspects and procedures for temporary rehabilitation of runways in the shortest possible time by Dall Express method.
2. Dall Express System is based on the Govt. of India, Min of Defence, letter No. Air HQ/37532/86/W(P&C)/PC-5/1979-S/D (Air II) dated 15 Oct 1990 and Air HQ/37532/86/W(P&C)/143/D (Air – II) dated 30 Jan 97

AIM

3. Aim of this SOP is to lay down detailed procedure for quickly rehabilitating damaged runways, using DALL EXPRESS SYSTM. Also, it lays down the responsibility of Air Force and MES, requirement of personnel, stores and equipments and the deployment drill as also the administrative details.

RESPONSIBILITIES AND RESOURCES

Command and Control

4. Station Commander will be over all responsible through their, CE(AF), CsWE(AF) and GEs (AF) for successful implementation of Runway Rehabilitation Schemes in their respective areas of responsibility. GEs (AF) concerned will execute the repair and rehabilitate the airfield when damaged. Respective GEs (AF) will be commanders of Air Field Rehabilitation Task Force (ARTF). They will be nominated for this task by the CEs (AF) concerned.

RESTRICTED

RESTRICTED

276

Anticipated extent of Damage

5. In case of heavy bombing 6-8 craters are expected per attack and total number of craters expected are about 12 to 20 Nos. per airfield/week. The total surface to be repaired may reach 100 to 125 sm per crater. The size of crater expected is about 3.65 M in diameter and depth 1.1 M. This may go up to 5 M in diameter and depth 1.5 to 2.0 M with up heaved area of 125 sm. The connected damages that may occur are as below:

- (a) Concrete slabs/ flexible pavements surrounding the crater may be lifted by 30 to 60 cms in an area of 10-12 M diameter.
- (b) Smaller damages to the runway may be caused due to splinjtters.
- (c) Debris resulting from the craters may spread over large area of runway/taxi tracks.

Priority for repairs

6. The repair priority will be given by AOC concerned in writing to the GE and the repair will be executed as per this priority. However, the guiding factors mainly would be as under:

- (a) Damaged width of runway and concerned link taxi tracks.
- (b) Parallel taxi tracks and link taxi tracks.
- (c) Availability of minimum operating length of Airstrip by doing minimum repair.
- (d) Any other area.

Responsibility of AF and MES

7. The responsibility of Air Force and that of MES are as under:-

- (a) **Air Force.** Air Force will provide the following assistance to the MES task force:-

RESTRICTED

RESTRICTED

277

- (i) Disposal of unexploded bombs/missiles.
- (ii) Joint reconnaissance of the damaged sites with GE.
- (iii) Laying down the priority of repair (runway/parallel runway/taxi track etc)
- (iv) "Go Ahead" order to GE after the site is cleared of all unexploded explosive devices.
- (v) Clearance of scattered debris from undamaged runway portion.
- (vi) Augmentation of any equipment and vehicles held with AF.
- (vii) Communication Systems for airfield Repair Task Force Org. (ARTF).
- (viii) Accommodation, cooked food, medical cover and all amenities as available to airmen will be provided for all personnel employed on the task (including civilian and para military personnel).
- (ix) Fire fighting services, if required.
- (x) Provision of water Lorry fitted with water pump/fire Tender.
- (xi) Transportation of additional binder/equipment from other airfield, if necessary.
- (xii) Release of funds for procurement of stores, materials as well as replenishment thereof, repair and maintenance of eqpts.
- (xiii) Liaison with district/local civil Adm. Auth for augmentation of labour, material carrying vehicles, etc. Necessary Memorandum of Understanding should be got executed with the agencies concerned to invoke the same during the Warning Period.

RESTRICTED

RESTRICTED

278

(xiv) Arrangement for shaded lights at the work. Station for night working when required.

(xv) FOD Parade.

(xvi) FOL for plant/ vehicles.

(b) **MES.** MES will be responsible for the following:-

(i) Mobilisation of resources for Air field Rehabilitation Task Force.

(ii) Augmenting the task force with man power and equipment through mustering/hiring /requisition from civil agencies in consultation with station authority.

(iii) Rehabilitation of airfield after receipt of "Go Ahead" from AOC as per priority given by him.

(iv) Digging of slit trenches for protection of the task force.

(v) Submission of progress and other reports to Air Force and Engineer Authorities.

(vi) Accounting and booking of expenditure.

Requirement of Resources

8. As per the threat perception, the ARTF will be required to deal with about 20 craters in a Station and the associated damages in a week. The resources required to deal with these craters are as below:-

(a) **Manpower** Dedicated manpower is authorised for Dall Express System. GE will make these personnel available. Employing locals on muster roll will make up deficiencies of unskilled labour. Deficiency of plant operators/drivers will be made good from the existing other traders. Possibility of using contractors' labour will also be explored.

RESTRICTED

RESTRICTED

279

(b) **Plants.** Plants as per authorisation and availability for Dall Express system will be kept ready at a suitably designated place in the AF Stn , and will be moved to the site as and when required. The plants will be kept camouflaged. If any of the plants and eqpts are unserviceable essential plants/eqpts will be hired from local Govt./other organisation. Liason with such agencies must be carried out in advance. Repair and maintenance of plant/equipment will be done as per E-in-C's Branch letter No. 80848/A/P&C/A2 dated 12 Oct 92.

(c) **Tools** Tools as per authorisation and availability will be kept ready. Deficiency will be made good well in advance by normal procedure of procurement.

(d) **Vehicles.** Vehicles as per authorisation and availability will be kept ready at a suitably designated place in the AF Stn, to move at short notice. Requirement of trucks for transporting binder from Rail head will be referred to Air Force Authorities where there is no provision of handling contract.

(e) **Material/ Stores.** Requirement of stores/materials is as per Appendix 'H'. These will be stacked at uitably designated place in the AF Stn so as to conform to the mobilization time envisaged in the drill. The quality of materials to be used are given in chapter-VI

(f) **FOL.** The requirement of FOL for plants/vehicles for 48 hours duration is to be worked out as per guidelines. 100 ltrs. Of petrol and 100 ltrs of kerosene 6,000 ltrs of diesel, 200 ltrs of hydraulic oil and 50 Kgs of grease will be kept as reserve at a suitable place. Replenishment of the POL subsequently will be done locally through SLO, AF Stn.

ORGANISATION AND EXECUTION

Organization of ARTF:

9. The ARTF will be organized as under:-

(a) **Control Center.** This will be established within the airfield area and will be manned 24 hrs during hostilities. The OC, ARTF (AGE) will be

RESTRICTED

RESTRICTED

280

located in the Control Center which will have following communication arrangements:-

- (i) Telephone Extn
 - (ii) Telephone Extn/intercom with sub task fore Commander & MT yard/Store Yard.
 - (iii) Walkie Talkies/Radio Sets (to be provided by AF)
 - (iv) DRS as standby.
- (b) Airfield Rehabilitation Task Force. The complete task force along with the resources will move and position immediately on the instruction of AOC.
- (i) Composition. The ARTF will comprise the manpower as per authorisation and may vary depending upon the extent of task involved and the No. of sets of the machine available. The ARTF will be broadly divided into three groups.
 - (aa) Recce Group - Commanded by OC ARTF
 - (ab) B/R Group - Commanded by AGE B/R-I
 - (ac) E/M Group - Commanded by AGE E/M
 - (ii) The B/R Group will be further divided into two repair parties. At a time one repair party for each crater shall be working for R/W rehabilitation. The second party will be kept as reserve. Rest and relief shall be organized by the commander of B/R Group.

Execution

10. The execution part is discussed in four stages as under:-
- (a) Warming Period.
 - (b) Preparatory Stage.
 - (c) Execution Stage.
 - (d) Re-organisation stage

RESTRICTED

RESTRICTED

281

11. **Warming period.** The following steps will be taken by the GE during the warming period:-

- (a) Issue of warming orders to Task Force.
- (b) Mobilisation of resources through contracts and direct purchase wherever feasible.
- (c) Arrangement for allotment of funds will be made by AOC concerned. GE is to forward requisition for cash assignments to CWE/CE.
- (d) Requisition for stores, manpower and equipment whenever sought from local mail, paramilitary / civil organization intimation to Engineer/ AF authorities.
- (e) All vehicles, plant and equipment shall be inspected for task worthiness and report rendered to Stn Cdr and higher Engr Authority.
- (f) Leverage and protective gear shall be issued to Task Force personnel and arrangements will be made to accommodate them within the AF Stn by providing necessary administrative/logistic facilities.

12. **Preparatory Stage.** In consultation with AF authorities, following action will be taken.

- (a) Establishing control Centre and ensuring duplication of communication with CC and sub task force.
- (b) Stacking of material for 20 craters at strategic points in the airfield.
- (c) Deployment of plant and vehicles and their camouflage.
- (d) Checking serviceability of plans vehicles and equipment.
- (e) Checking of tools.
- (f) Briefing of sub task forces on their proposed tasks.
- (g) Rehearsals.
- (h) Knowledge of the layout of entire airfield including E/M services.

13. AF rep and OC, ARTF to will carry out a joint Preliminary Recce with respect to the following aspects:

RESTRICTED

RESTRICTED

282

- (a) Routes to various key/threatened portions of the airfields.
- (b) Deployment area for:-
 - (i) MT
 - (ii) Personnel
 - (iii) Plants
 - (iv) Control Centre
- (c) Dumping areas for
 - (i) Graded aggregate
 - (ii) Sand
 - (iii) Binder bags and additive
 - (iv) FOL
- (d) Water points and quantum of suitable water available from each source. Area for heating water in case of cold weather (when the ambient temp is minus 20 degree Celsius to plus 15 degree Celsius).

14. **Execution Stage.** This stage will commence when the enemy has bombed the runway and will end when the airfield is opened to traffic. Following action will take place during this stage:-

- (a) Issue of orders to sub task forces.
- (b) Detailed reece of the damaged site to include the following :-
 - (i) Prevailing wind direction.
 - (ii) Deployment areas for the plant and equipment for rehab near the crater.
 - (iii) Assessment of quality of aggregate & RAPIGROUT required for each crater to be repaired.
 - (iv) Assessment of the damaged area and essential services.
 - (v) Requirement of materials, plant and machinery.

RESTRICTED

RESTRICTED

283

- (vi) Accessibility and route to & from nearest material stock and water point.
- (vii) Condition and availability of nearest electrical line for tapping.
- (viii) Priorities for tackling craters in order to obtain minimum operating length of runway.
- (ix) Deployment areas for personnel in case of air attack.
- (x) Move of task force to the crater site and its deployment after 'Go Ahead' is received from the AOC.

15. **Reorganization stage.** In case of more than one crater, the process will be continuous with plant/equipment completing the job on Priority I crater/area and proceeding to priority II crater/area after getting itself replenished at the stores yard/stack.

- (a) Cleanings, inspection, repairs (if required) and topping up of plants and vehicles.
- (b) Loading flat deck lorries again with binder bags/bitumen drums.
- (c) Loading tippers/dumper with crushed aggregate and sand.
- (d) Redeploying vehicles and plant at safe places and their camouflage.
- (e) Resting and reinforcing the task force.

REPAIR OF RUNWAY USING RAPIGROUT

PROCEDURE

16. The procedure outlined in the succeeding Paras will be adopted for repair of runway/taxi tracks with Dall Express system. For more details the Operating

RESTRICTED

RESTRICTED

284

instructions and Maintenance Manual' supplied by the firm ATN along with Dall Express Machine may be referred to.

(a) **Cleaning the Damaged Site**

(i) Removal/disposal of unexploded bombs/rumble's (Responsibility of AF Stn).

(ii) The total damaged portion of the crater along with the portion over which the crack propagation has occurred is marked out to assess the damage.

(iii) The crater is first cleared of all loose debris and material thrown up by the explosion by using hydraulic excavator/loaders.

(iv) The heaved portion of pavement is removed with excavator until sound pavement surface is reached.

(v) The debris is pushed away from the runway sides by loaders/excavator.

(b) **Excavation/Clearing/Shaping of Crater.** All loose and up heaved materials fallen back into the crater is excavated and cleared off using hydraulic excavator/loaders. The broken and up heaved of the crater upto too big, they may be broken to smaller pieces with suitably concrete breaker. The broken slab pieces may be re used for filling the crater at its bottom after clearing all loose materials. The size of the broken pieces should not exceed 150mm.

(c) **Filling the Crater with Crushed Stones.** The aggregate is dumped from tipper/dampers and spreader mainly with loaders or excavator bucket and partly manually with hand shovel. Grading of crushed stone to be filled in crater shall be of size 60 mm and below. Also, it should be free from dust and other extraneous materials. This surface is then compacted by "Vibro compactor" to reduce the voids.

(d) At those places where water table is very high, filling and compaction will lead to problems and therefore extra precautions will be necessary. Before clearing the crater, water will be pumped out completely. It will be repeated after clearing the crater also. Rapigrout cement (in dry form) will then be sprinkled liberally to form 2" to 4" layer over the sides of the crater. This will initially absorb the seeping water

RESTRICTED

RESTRICTED

285

and form an impermeable layer of cement. Binder shall also be used along with the course aggregate and broken slab pieces, which will be filled in subsequently. This will form a solid mass thus stopping further seepage of water and also increasing the bearing pressure of the soil.

(e) **Sand Layer.** After filling the stone and aggregates into the crater and compacting by vibratory roller, 2-3 cm thick sand layer is placed. Over this a layer of polythene sheet is placed. This is to prevent the grout from percolating to the lower portion of the crater. The sand layer is not compacted,

(f) **Filling of Upper Portion with Crushed Stones.** The upper portion of 30 cm thickness is filled with crushed stones of size 20-63 mm and leveled properly preferably using a leveling beam and then rolled once using the vibro max roller in non-vibratory mode. The aggregate layer to remain at 2-3 cm below the finished level of the slab. It must be ensured that no local depressions remain in the top surface of the rolled aggregate. The aim of this rolling is to accommodate the grout from the mixing plant and also to form a smooth surface on top without any projection of sharp edges of aggregates.

17. **Sequence of Actions for Crater filling.**

- (a) Clearing the Damaged site.
- (b) Clearing and shaping of crater.
- (c) Dewatering and sealing the crater walls by dry RAPIGROUT Binder (If necessary)
- (d) Filling crater with crushed stones/boulders.
- (e) Vibro compacting the layers.
- (f) Putting the sand layer interface.
- (g) Filling the upper portion with desired aggregate sizes (30 to 60 mm).
- (h) Vibro-compaction of layers.

RESTRICTED

- (j) Grouting the top layer of crater. Procedure to be adopted is :-
 - (i) Haul the mixer-cum-dispenser close to the crater to be repaired and as close as possible to the area to be handled.
 - (ii) Level up the machine via four adjustable props so as to raise the wheel from the ground.
 - (iii) Check the closing of the mixer and hopper's drainage trap doors. Connect the spreading hose to the out let of the 'Grout' pump and the spreader to the end of the hose.
 - (iv) Connect the water inlet pipe to the water bowser. If the pipe dips directly into the bowser through filling holes, ensure to fill the pipe with water to prime the pump.
 - (v) Start the water pump.
 - (vi) Start up the mixer via the electric control panel. Check that correct quantity of water enters the mixer from the water meter installed in mixer tank.

18. **Grouting.** The grout prepared in the mixing cum dispensing plant using Rapigrout cement is then poured (through hose pipes) on the upper layer of crushed stones, to penetrate through up to the sand layer below. The process of pouring the grout should be started from the lowest point of pavement and the spreader shifted slowly and gradually over the entire surface from one end to the other. Because of low viscosity of the grout there is no need to level the top layer with leveling planks or any other method. However, to spread grout quickly over the surface, long handle brooms fitted with rubber pads should be used. It is important to ensure that no fresh grout is allowed to flow over the grout already poured and started setting. If stones appear above the final grout level, these can be removed by hand before the grout sets. The initial setting time is approximately 22 minutes and the final setting time around 50 minutes. The surface becomes sufficiently hard in approximately 60 minutes, which may slightly vary based on ambient temperature and water contained in the grout.

RESTRICTED

287

19. **FOD Parade** All loose materials scattered over runway will be cleared off under the arrangement of the AF Stn. The stn should arrange for adequate manpower along with equipment like wheel barrows, spades, rakes, brooms etc. to clear and cart away the material laying around the repaired craters.

GROUT PREPARATION

Temperature Control of Materials.

20. Wherever possible efforts should be made to keep the temp of the grout and aggregate materials between 15 to 30 degree Celsius for best results. During summer, filled water bowsers may be kept under cover/shade. Drawing water freshly from underground sources (if the water is potable) is advisable to have it at relatively lower temperatures. Ice may also be added if available for temperature control. When the ambient temp is below 15 degree Celsius water will require heating.

21. **Preparation Grout.** Grout is prepared as below:-

(a) **At Normal Temperature.** The Rapigrout is useable in the temperature range of plus 15 degree Celsius to plus 35 degree Celsius with 30 % of water cement ratio without any additives. Binder slurry is prepared by emptying one Jumbo bag of 1200 Kg in hopper. **Accomp-9 m** then added at the rate of 10% by weight i.e. 120 Kg. After mixing thoroughly 360 liters of water is added to hopper. After 2 minutes of intensive mixing, slurry is transferred into stirrer chamber of Dall Express Mixer.

(b) **At High Temperature.** When the atmospheric temperature is between + 35 degree Celsius to 50 degree Celsius an additive marked as **additive 'H'** is to be used for achieving sufficient handling time for the grout. The additive is packed in polythene bags of 15 kg capacity and two such bags are sufficient for one jambo bag. First 384 liters of water is taken in the hopper. Two bags of **additive 'H'** (packed in 15 kg) are emptied into the stirring chamber. After proper mixing of additive and water, a jambo bag of 1200 kg with Accomp -9 (10% by weight) is emptied into hopper and then mixed for 2 minutes. After proper mixing, the slurry is transferred to stirrer chamber.

RESTRICTED

(c) **At Low Temperature.** When the atmospheric temperature goes down between plus 15 degree Celsius to minus 20 degree Celsius, two additives marked as **additive 'C'** and **additive 'L'** for acceleration of setting at low temperatures. Additive 'L' is packed in double polythene cover to avoid any ingress of air inside the bag which can further deteriorate the additive. Additive 'C' is packed in 12 kg bags and additive 'L' in 15 kg bags.

22. **Cold Weather Machine.** For operating in the atmospheric temperature range from +15 degree Celsius to – 20 degree Celsius, Dall Express cold weather machine needs to be used. This machine is required for making lime slurry. Lime slurry is prepared, in the special trough, by mixing 2 bags of additive 'L' with 48 ltrs of hot water (depending upon ambient temp) thoroughly. First 280 ltrs of hot water is taken into the chamber. 12 kg of additive 'C' is mixed thoroughly for one minute. A Jumbo bag of 1200 kg with Accomp -9 (10 %) is then emptied into the mixing chamber. Additive 'C', cement and water mixture is mixed thoroughly. Simultaneously, the cold weather unit is operated and the lime slurry is prepared as described above and injected into binder slurry mix nearer the outlet through a separate hose.

Note:

- (a) The aggregates are always assumed to be at the same temperature as the ambient temperature. The Rapigrout quality may vary according to the storage conditions.
- (b) If the dry binder is kept at a temperature equal to outside temperature, then water temp may be adjusted as per SOP. The slurry temp should always be kept between 15 to 20 degree Celsius.
- (c) Steel markings have been provided inside the hopper to measure the quantity of water and also one water marker (with zero setting) is also fitted on the plant for this purpose.
- (d) Transfer the mix into the stirrer by opening the gate valve.
- (e) Operate the grout pump for pumping the slurry through the delivery hose pipes fitted with a funnel at the other end up to the surface being repaired and slowly spread the grout over the surface

RESTRICTED

289

from the lowest point and filling the cavities up to the sound pavement level.

23. **Method of Opening the Binder Bags.** The following method is to be adopted:-

- (a) Place the loop of the bag on the hook of the crane before lifting.
- (b) When the binder bag is placed above the hopper, cut the bottom portion of the plastic bag in a round circle and then give vertical cuts after a little while for smooth and steady flow of the mixer into the hopper.

24. **Maintenance of Repaired area.** The repaired area will be kept under surveillance and cracks, if any, filled. Hair line cracks which may develop will not effect the strength of the surface.

25. **Time Schedule.** The time required to repair one crater including recce, move, positioning of parties for repair to crater and setting time will vary with the location and extent of damage. However, the time required for repair depends to a great extent on the experience of operators working with Dall Express System. Timings for the various activities any time lost in case of air attack during period of repairs.

MIXER-CUM-DISPENSER

General Characteristics.

26. The MCD is a paddle type mixer having blending and stirrer chambers. The mixing is done at approx 200 RPM using motors powered by a diesel engine. The total system is mounted on a single trailer. The MCD has the following general characteristics.

- | | | | |
|-----|---------------------|---|-----------------------------|
| (a) | Dispensing Capacity | - | 2000 liters of slurry/hour. |
| (b) | Hopper capacity | - | 1250 ltrs |
| (c) | Process | - | Batch type |
| (d) | Towing Vehicles | - | 3 ton Shaktiman/TATA |

RESTRICTED

RESTRICTED

290

(e)	Length	-	4.49 mtrs
(f)	Width	-	2.28 mtrs
(g)	Height	-	2.62 mtrs
(h)	Total Weight	-	2500 Kg

(No load in working order)

PRECAUTIONS AND EMERGENCY ACTIONS

27. Precautions for Operating Mixing-cum-Dispensing Plant. Place the mixing cum dispensing plant on the side of the runway in such a way that the binder, when poured into the hopper should not come over the operator's face due to wind. Keep the plant on the stand and in proper level. Before binder is poured into the hopper, wet the inside of mixer and stirrer as well as the hoses with 300-400 liters of water by the spray arrangement provided (times 15-20 seconds). The tray provided between the mixer and stirrer compartments is to be checked and cleared frequently. In case the engine stops, open the trap door provided below the plant and remove the grout and wash inner tanks and hose pipes immediately by flushing with water. This is required to be flushed as otherwise the grout which is rapidly hardening will set in the machine and make it unserviceable for further use. For this purpose a separate water tank with pump fitted on it is required. AOC/Station Commander shall provide one water lorry fitted with water pump or one fire tender. Keep sufficient fuel nearby since the engine consumption is approximately 14 Ltr/Hr. The tank capacity is 100 ltrs, which lasts for 7 hours operation.

ACTION DURING EMERGENCIES

28. (a) **In case Engine Stops.** In this situation, the operator No.1 immediately tries to restart the engine and if he is successful within two minutes the whole cycle starts off in the normal manner. In case he is not able to restart the engine within two minutes the following actions are taken:-

RESTRICTED

RESTRICTED

291

- (i) Operator No. 2 opens butterfly valve, comes down and opens the emergency trap door of the stirrer.
- (ii) Operator No. 2 shifts water supply from plant inlet to stirrer and injects the water into stirrer with pressure by forming a jet at the end of the hose with hand.
- (iii) Proper cleaning of completer parts including the grout hose and spreader is done.

(b) **Less Water in Mixer**

- (i) **Reasons.** This can occur due to the following reasons:-
 - (aa) Butter fly valve leaking.
 - (ab) Butter fly valve not closed completely.
 - (ac) Proper attention not paid to quantum of water allowed to flow into the mixer.
- (ii) **Remedy:-** The water inlet value is opened and requisite water is allowed flow. The grout hose pipe is disconnected from grout pump and spreader and connected to the water outlet at the bridge. The other end is put inside the mixer to provide additional water for cleaning. This particular batch is not utilised but taken out through the emergency trap door. The mixer and stirrer are immediately cleaned thoroughly before using it again.

(c) **Failure of Grout Pump.** This is a rare occurrence but in case it occurs, the following actions are to be taken.

- (i) Operator No. 1 warns operator No. 2 to stop the mixing action. He also warns the grout filling party to take off the distributor shovel from the crater.

RESTRICTED

RESTRICTED

292

- (ii) Operator No. 2 disconnects grout hose pipe from grout pump and connects it to the water outlet at the bridge and flushes out the grout inside the hose pipe thoroughly.
- (iii) The grout spreader is disconnected from the hose pipe and that end of the hose pipe is put into the hopper mixer to flush out the contents in the hopper mixer.
- (iv) Operator No. 2 opens the butter fly valve and then emergency trap door so that contents in the stirrer come out.
- (v) When the above action is in progress, water truck driver and flat deck lorry driver loosen all nuts and bolts of the grout pump to the maximum extent possible.
- (vi) Operator No. 1 to connect the free end of grout hose pipe to the grout pump so that water flows with pressure through grout pump to the stirrer. This reverse flow of water flushes out the grout material trapped in the grout pump. Even after doing all the above, there is still a possibility that some parts of the grout pump may have to be changed. The spare parts for this are available with the spare kit.

29. **Additional Important Aspects.** Proper training of personnel especially the masons and operators of plants are a must for speedy and smooth execution of the task. The binder slurry is highly sensitive to ambient temperature, water cement ration and proper leveling of aggregate surface before the grout is poured. Therefore, proper care and attention must be paid to the above aspects. Also, to prevent flaking and to achieve a crack free surface, pouring of grout must be done in such a way that fresh grout does not flow over the grout which is already poured and started setting.

ADMINISTRATION

30. **Quartering, Rations and Medical Cover.** This will be the responsibility of the Air Force Commander. Tented accommodation will be earmarked in the warning period. Langer will be run under arrangements of the AF Stn. The AF Stn will also arrange for ration and utensils and provide all administrative support including clothing for supervisory staff and labour

RESTRICTED

RESTRICTED

293

employed. The details will be finalised during warning period by GE with AF Commander. A labour camp will be set up at a suitable area. Supervisory stall will also be located at the stn from warning period onwards. The additional labour required will be arranged by MES who shall be under the effective control of MES for all purposes. The pioneer Troops of BRO wherever authorised will be utilised for augmenting labour force. First Aid Post for medical cover will be established under stn arrangement closer to repair site. Compensation for injuries and deaths will be dealt with by AF Stn as per Govt. orders.

31. **Rehearsals and Training.** M/s ATN France had imparted the initial training in operation and maintenance of the equipment supplied by them. The personnel trained by firm were to be utilised for further training of industrial staff earmarked for the task of rehabilitation of runways. Thus a nucleus of trained manpower was to be created at all airfields under the respective zonal CEs.

32. **Rehearsals.** In order to keep the drills updated and to create awareness amongst the personnel on vital aspects of Rapid rehabilitation, rehearsals will be carried out at regular intervals. These will be ordered by AF Stn Commander. Normally, a notice of at least 24 hours would be given to the GE for such rehearsals. Guidelines to be adopted have been issued vide Air HQ letter No. 37532/86/W(P&C) dated 04 Dec 91. As far as possible rehearsals be carried out one every four months using life expired RAPIGROUT.

33. **Working During Night.** Use of MLTs held with Air Force/DG sets will be resorted to, if the air situation permits. Necessary cable and high wattage bulbs will be kept as reserve in store yard. In addition, the Air force Stn will arrange flood lights and other lighting accessories, if required.

34. **Accounting of Expenditure.** All equipment (Imported/Indigenous) including Rapigrout Binder of the Runway Rehabilitation Scheme by DALL EXPRESS, will be taken on charge by the AF stn SLO and then transferred to the local GE for operation and further maintenance and Repair. The MES will hold the equipment/material on their inventory. (MoD letter No. Air HQ/37532/86/W/(P&C)/PC-5/1979-S/D (Air II) dated 15 Oct 1990).

RESTRICTED

RESTRICTED

294

Annexure VI
(Refers to Para 52
of Chapter VIII)

RULES REGARDING BARRACK DAMAGES
EXTRACTS FROM THE MES REGULATIONS

Barrack Damages

633. Damages to buildings, fittings, fixtures and furniture, caused wilfully or by negligence are termed 'Barrack Damages'. These may consist of deficiencies, damages or unauthorised alterations and are noted during quarterly inspections, annual verification of furniture and at the time of taking over of accommodation, and will be dealt with in accordance with RA Para 1176.

634. Barrack Damages vouchers will be prepared at replacement cost in such cases and the amount recovered from units or individuals responsible. In case of dispute should the Commander Sub-Area/Bde decide that the whole or part of barrack damage is not properly chargeable to a unit or individual, it will be regularized by the CFA as a loss against the State on the barrack damage voucher itself.

Recovery of barrack damages in respect of imported articles should be based on the procurement cost of the original article, if known. Where the procurement cost of the damaged article cannot be ascertained recovery should be effected on the basis of the cost of the best acceptable indigenous substitute. In rare cases where replacement has to be imported, the amount of damage will be the procurement cost of the imported article including all expenses incidental to its import.

Should a part or the whole of the charge for barrack damages become irrecoverable it will be treated as a loss of public money and regularized under orders of the CFA on the barrack damage voucher.

No separate loss statements are required in respect of any barrack damages.

Repairs of an urgent nature may be carried out pending finalization of the barrack damage voucher.

635. Barrack damages will be assessed but these will not be included in rent bills. Separate vouchers will be prepared for these charges and sent to units and formations concerned for payment of the amount into the nearest treasury. The

RESTRICTED

RESTRICTED

295

treasury receipt will be forwarded to GE concerned for adjustment. Vouchers in respect of individuals in Government employ will be sent to their units for recovery in cash or with their agreement through their pay bills. Cash may be deposited with GE of the treasury as convenient to the unit concerned.

In the case of persons not in Government employ recovery will be made in cash [see Para 715(a)].

Recoveries will be credited as Revenue Receipt and compiled against the Receipt Head of the Service concerned.

A record will be kept in the Register of Barrack Damages (IAFW-2269).

EXTRACTS FROM THE ARMY REGULATIONS **(REVISED EDITION- 1962)**

2176. Barrack Inspections and Damage

(a) The construction and the maintenance of all public buildings, occupied by the Army devolves on the MES or PWD except when otherwise laid down in Regulations for the MES. For the purposes of assessing damages and in order to arrange for the execution of repairs all public buildings, fixtures and furniture will be inspected quarterly by the officer in whose charge they are or his representative, in company with the officer of the MES or PWD in charge, or his representative, and necessary repairs will be promptly carried out in accordance with MES Regulations. Glass will not be replaced at public expense as a matter of course on the grounds of storm, or that persons who did the damage are unknown, or that they are persons from whom the occupant cannot recover the cost. Should however, the MES or the PWD officer concerned concur with the officer requisitioning for the repair that the cost of replacing glass broken in any particular case is not fairly chargeable to the troops, the cost may be charged to the State on a requisition on which should appear a certificate to that effect signed by them both and giving the reasons. The furniture ledger of each party will be compared and when the adjustment of discrepancies is completed, will be signed by both parties. Furniture will not be removed from buildings for inspection. Barrack damages in respect of buildings, furniture and other items will be assessed and recovered in accordance with MES Regulations. Damages or losses assessed against occupants will be charged as far as possible to individuals and termed personal charges. The amount assessed as personal charges, will be published in unit orders. Recoveries will be effected before the units officers etc; leave the station failing which the amounts outstanding will be reported to the station commander to effect recoveries. The station commander

RESTRICTED

RESTRICTED

296

will ensure that the units, officers, etc, obtain a clearance certificate from the MES before they leave the station. In the case of disputed items, the SSO will arrange for the amount claimed by MES to be deposited with him by the units, officers, etc, before they leave the station, and the matter will be submitted to the brigade/Sub Area commander for decision.

(b) Demands for repairs will be made on the local MES officer by the OC unit or local head of the service or department as follows:-

(i) Urgent Repairs on IAFW- 1817 -- These demands will be confined to the maintenance of essential services, for example, water, electric, cooking and sanitary services, etc, and to such repairs as are essential to avoid danger to the safety or the health of the occupants of buildings.

(ii) Ordinary repairs - These should be entered in the DEMAND Register (IAFW - 1805) for execution by MES in the normal course.

(iii) Officers quarters - Demands for repairs to officers' quarters will be made by tenants through the SSO who will maintain a Demand Register. The MES staff will inspect this register regularly and arrange for repairs to be carried out in accordance with normal rules.

(c) In addition to quarterly inspection, annual verification of furniture held on charge of units, formations etc will be carried out by actual counting in unit lines, officers quarters hospitals etc during the months of April to May according to a programme published in Station orders. This verification will be carried out by the MES (barrack/stores branch) and unit representatives. Unit Distribution Ledger (IAFW -1814) held by the MES (BARRACK /stores branch) and the unit will be signed by both the parties at the consideration of the verification.

Notes: - Instructions on Barrack Damages have not been included in the Regulations for the Air Force. The contents of para 1176 of the Regulations of the Army are to generally guide the AIR force authorities in dealing with cases pertaining to Barrack Damages.

RESTRICTED

RESTRICTED

297

Annexure VII
(Refers to Para 64, 65, 67
& 73 of Chapter VIII)

RECOVERY OF BARRACK DAMAGES

(Authority:-Air Headquarters letters No. Air HQ/37512/14/W (Coord) dated 29 Apr 1969, 07 Jan 1967 and 07 Nov 1967).

1. When buildings are vacated on transfer or disbandment of a unit, the buildings as well as MES furniture held by it are to be handed over to an officer of the MES who will assess damages, if any, and prepare vouchers for payment. The amounts for damages/deficiencies are to be paid by the unit concerned before leaving on transfer or disbandment.
2. With a view to obviating, in future, losses occurring to the State due to non-settlement of barrack damages before the departure of unit, instructions may please be issued to all concerned that accommodation, furniture and fixtures are handed over to the MES by units under orders of transfer/disbandment and barrack damages and other claims are settled prior to the move.
3. The question of clearance of outstanding barrack damages and avoidance of their accumulation in further has been discussed at an inter-services level and the following decisions have been reached thereon.
 - (a) In cases where barrack damages are disputed by services officers, the matter will be referred to Air Headquarters for obtaining the orders of the Central Government in accordance with section 91 (g) of the Air Force Act. Where the officer agrees to pay the damages the manner or recovery is a matter of convenience. It MAY BE RECOVERED in cash or with his agreement through his pay bill.
 - (b) In case of MWOs/WOs, barrack damages may be recovered by way or summary punishment accorded by an officer empowered to convene general Court- Martial or by an Air Officer under Section 92 (g) of the Air Force Act.
 - (c) In case of airmen, other than MWOs/WOs barrack damages be recovered from their pay and allowances, through disciplinary action under Section 92(g) of the Air Force Act.
 - (d) Recoveries on account of barrack damages from messes and clubs will not be made from the Mess maintenance allowance. The recovery in their case will be the responsibility of the OC unit.

RESTRICTED

RESTRICTED

298

(e) Recoveries from units should be made under orders of the Officers Commanding unit.

(f) Contracts or agreements with private bodies should be amended to provide for recovery of barrack damages from the deposit or any other dues of the individual.

(g) Barrack damages bill will be issued by the GE concerned, as soon as possible, but within one month from the date of discovery of the barrack damage. The non-payment of the amount will be promptly reported by the GE to the Air Force Station Commander, who will determine the responsibility for and the quantum of barrack damages within, a period not exceeding three months from the date of issue of the bill.

4. According to provisions of the Section 91(g) of the Air Force Act, 1950 any sum required to make good any loss damage or destruction of public or service property which, after investigation appears to the Central Government to have been occasioned by the wrongful act or negligence on the part of the officer, may be deducted as penal deductions from the pay and allowances of an officer by an order of the Central Government.

5. In order to obtain a decision of the Government for effecting recovery, a court of Inquiry/Investigation will be held and the finalized proceedings/recommendations of the Court of Inquiry/Investigation may be treated as basis for obtaining necessary recovery orders of the Government .(The proceedings and recommendations of the Court of Inquiry /Investigations will have to be processed through the respective Command Headquarters and finalized by the Directorate of Air Force Works at Air Headquarters). If in addition to the recovery action, disciplinary action/administrative action against individuals(s) is recommended the Directorate of Personal Services, Air Headquarters will be consulted.

RESTRICTED

RESTRICTED

299

Annexure IX
(Refers to Para 64 & 65 of
Chapter VIII)

(Refers to Para 1 of GoI MoD letter No Air HQ/
95378/1/Fin P/2431/US(RC)/Air-II/06 dt 14 Jul 06

SCHEDULE IV (B)

**POWERS TO SANCTION WRITE OFF THE LOSSES OF/ON ASSETS OF
AIR FORCE AND MES BORNE ON THE BOOKS OF THE MES NOT DUE TO
THEFT, FRAUD OR GROSS NEGLECT**

Competent Financial Authority	Financial Limits	
	Without IFA Consultation	With IFA Consultation
AOA	2,00,000	10,00,000
AOC-in-C	1,00,000	10,00,000
SOA/SAASO	Nil	5,00,000
Stn Cdr		
(i) Air Cmde & Above	Nil	4,00,000
(ii) Gp Capt	Nil	2,00,000
(iii) Wg Cdr & Below	Nil	2,00,000

SCHEDULE V (B)

**POWERS TO SANCTION WRITE OFF OF LOSSES OF AIR FORCE
AND MES BORNE ON THE BOOKS OF THE MES DUE TO THEFT,
FRAUD OR GROSS NEGLECT**

Competent Financial Authority	Financial Limits	
	Without IFA Consultation	With IFA Consultation
AOA	50,000	2,00,000
AOC-in-C	25,000	2,00,000
SOA/SAASO	Nil	1,50,000
Stn Cdr		
(i) Air Cmde & Above	Nil	1,00,000
(ii) Gp Capt	Nil	75,000
(iii) Wg Cdr & Below	Nil	50,000

RESTRICTED

RESTRICTED

300

**CHAPTER IX - RESPONSIBILITY FOR CUTTING AND DISPOSAL OF
GRASS, USUFRUCTS, SHRUBS AND WILD GROWTH**

APPENDICES

APPENDIX	DETAILS	REFERENCE TO PARA No.
A	Model notice for press advertisement.	2(a)
B	Model Form to execute "Contract Agreement" by the Station Commanders with the Contractors for cutting and removal of grass, usufructs, shrubs and wild growth etc standing on the Air Force Camps	5

ANNEXURE

ANNEXURE	DETAILS	REFERENCE TO PARA No.
I	Ministry of Defence corrigendum No 13893/QMF-3/680/D(QS) dated 12 Feb 1986	1(c) (ii)
II	Ministry of Industry and Civil supplies letter No. N-11014/4/75-CMP dated 25 Aug 75	1 (e)
III	Schedule XI(A) of Govt. Of India, Ministry of Defence letter No. Air HQ/95378/1/Fin P/2431/US(RC)/Air-II/06 dated 14 Jul 06	2(f)

INTRODUCTION

1. The firm policy regarding cutting and disposal of grass and other usufructs has been under consideration by the Government for some time and it has been decided that: -

(a) The responsibility for cutting grass on the shoulders and the over-runs of runways and all taxiway shoulders is to continue to vest with the MES/CPWD as this forms part of the maintenance work.

(b) In the domestic and technical areas of the Air Force Stations, located in cantonment areas, the disposal of grass and usufructs is to continue to be the responsibility of MEOs as at present.

RESTRICTED

RESTRICTED

301

(c) In regard to the domestic areas of the Air Force Stations which are outside the Cantonment areas, the responsibility for the disposal and cutting of grass, etc is to continue to vest with the Station Commanders. This responsibility is to be discharged in the following manners: -

(i) Military Dairy Farms will inform the authorities concerned of the particular land on which hay is proposed to be harvested taking into account the suitability and economy of lands from the point of view of locations, proximity to farm installations and pay potentialities. The above information will be furnished each year sufficiently ahead of the commencement of the harvesting season.

(ii) The lease of Defence land for hay harvesting will be to the Military Dairy Farms without calling for competitive tenders or holding auction. The lease money will be fixed at the uniform rate of 5% of the cost of production of grass hay ex-defence units concerned which will be worked out for each military unit separately based on the actual expenditure of the immediately previous financial expenditure of the immediately previous financial year. This will include cutting, curing, chowkidar and all direct charges. This statement will be scrutinised on close of harvesting by the LAO/RAO concerned. This amount will be paid by Military Dairy Farms to the concerned Defence units each year on or before 31 Aug of that year, before commencement of the harvesting season. The lease money will be accounted for in the Public Accounts of both Military Dairy Farms and Defence Units. In this regard a copy of Ministry of Defence corrigendum No 13893/QMF-3/680/D(QS) dated 12 Feb 1986 is reproduced at **Annexure I**.

(iii) Military Farms will be responsible for the clearance on the lands of grass, shrubs, bushes, weeds and other undergrowth. The arrangements for harvesting operations (e.g.; stacking of hay and working hours of staff engaged on harvesting) will be governed by the security and fire fighting requirements of the Air Force installations. These will be initially drawn up by the Officer-in-Charge Military Dairy Farms in consultation with the Officer Commanding of the Air Force installation in each case and finally approved by the local Air Force Commander. So far as firing ranges are concerned, the grass cutting operations should be confined to non-firing days and carried out in consultation with the local Air Force authorities controlling the range. The ranges will be kept cleared by the Military Dairy Farms on firing days as directed by the Controlling authorities.

RESTRICTED

RESTRICTED

302

(iv) The lease of Air Force land to Military Dairy Farms for grass cutting rights will normally be restricted to domestic areas only. Lease of Airfields and Technical areas for grass cutting rights may also be given to the Military Dairy Farms subject to the approval of the local Air Force authorities provided that the farm management undertakes to comply with the normal terms and conditions of the lease.

(v) Grass cutting rights on the Air Force land not required by the Military Dairy Farms will be disposed of by the authorities concerned in accordance with the procedure given in Para 2.

(d) With regard to Technical areas of the Air Force outside of Cantonment areas, the responsibility is to be discharged by the Station Commander by placing a contract through a contractor but, if for special reasons this is not possible, e.g.; contractors are not forthcoming, casual labour on IAFF 497 under the financial powers, already vested in the Air Force authorities, is to be employed. The sale proceeds from the disposal of grass etc. are to be realized by the Station Commanders and credited to public funds. Matters regarding contracts on this subject are to be dealt with as heretofore.

(e) In accordance with instructions contained in Ministry of Industry and Civil supplies letter No N-11014/4/75-CMP dated 25 Aug 75 (reproduced at **Annexure II**) weaker sections of the society, particularly those formed into labour co-operatives may be given grass cutting contract on a preferential basis. Such co-operatives should be exempted from payment of earnest money irrespective whether the contracts are given to them with or without tender. Similarly, labour co-operatives should also be exempted from the payment of security deposit in respect of all works allotted to them, where this is not feasible, security deposit may be collected from their running bills with mutual consent.

(f) Any special difficulties are to be brought to the notice of Air Headquarters along with an audit report.

Procedure of Auctioning of Grass Cutting Rights

2. Every possible effort is to be made by Station Commander to award the grass cutting rights to the nearest Military Dairy Farms. For this C Adm O is to contact the Officer in Charge of nearest Military Dairy Farm and arrange site visit of their representatives to ascertain the suitability of grass and hey for the consumption of animals of Military Dairy Farms. In case there is no Military Dairy Farms in near vicinity or it is not economical for Farm to harvest the grass and

RESTRICTED

RESTRICTED

303

hey or Farm decline to undertake grass cutting rights, the Station Commanders is then to auction grass cutting rights though **open auction** as per procedure given below:

- (a) Give wide publicity through National/local newspaper; notice at main gate and by any other means as per local conditions. A copy of such notices or advertisement may also be given to the neighbouring stations for information and publicity. A model notice for press advertisement is placed at **Appendix A**.
- (b) Information is to be given to local IFA with respect to date and time of the open auction bid for grass cutting.
- (c) Minimum Reserve Price (MRP) is to be fixed based on the previous year's auction proceeds and catering for annual inflation. Approval of CFA i.e. AOC/Station Commander is to be obtained with note on file.
- (d) Open auction is to be conducted by an independent BOO in the presence of IFA. Board is to announce MRP and invite open bids from the bidders present. The procedure of incremental bids is to continue till there is no bidder to challenge the last highest bid. Presiding officer is to announce the highest bid at the fall of hammer and direct the highest bidder to deposit 25% of the bid amount immediately and balance within 30 days of approval of auction.
- (e) In the event of no bidder quoting any price at the MRP fixed by CFA, the board in consultation with IFA may obtain approval of CFA to lower the MRP as considered necessary. After approval of CFA for re-fixation of MRP, the board is to proceed with open auction.
- (f) In the event of no bidder coming forth, even after lowering of MRP, the board in consultation with IFA may decide to further lower MRP or may decide to negotiate with bidders to obtain their bids. In case bids quoted by the bidders are found unreasonable and against the interest of service, the board in consultation may recommend non finalization of awarding grass cutting contract for the financial year. CFA (AOC/Station Commander) thereafter in consultation with IFA may approve the recommendations of BOO under the powers vested with him under Schedule XI(A) 6 of Govt. Of India, Ministry of Defence letter No. Air HQ/95378/1/Fin P/2431/US(RC)/Air-II/06 dated 14 Jul 06 amended vide GOI MOD letter Air HQ/95378/1/Fin P/2520/US (RC)/Air – II /06 dated 20 Jul 06. A copy of the Schedule is reproduced as **Annexure III**.
- (g) LAO and PCDA is then to be informed about the action taken and results thereof about non conclusion of grass cutting contract.

RESTRICTED

Action in Case of Non Conclusion of Grass Cutting Rights

3. Procedure enumerated in Para 2 above is to be followed every year, even if grass cutting rights are not awarded. However in case Grass Cutting Contract could not be awarded for three consecutive years inspite of efforts made by the station and the Station Commander is of the opinion that no bidders are likely to come forward, he may in consultation with IFA decide to dispense with the requirement of press advertisement and publicity from fourth year onwards and save on the expenditure on publicity. In such cases efforts made by the station administration in past and other facts are to be recorded in the form of note on file and approval of CFA to be obtained in consultation with IFA. LAO and PCDA are to be informed thereafter. Decision taken by AOC/Station Commander in this regard is final and no approval of any higher authority is required as full powers vested with him in consultation with IFA under Schedule XI(A) 6 of Govt. Of India, Ministry of Defence letter No. Air HQ/95378/1/Fin P/2431/US(RC)/Air-II/06 dated 14 Jul 06 amended vide GOI MOD letter Air HQ/95378/1/Fin P/2520/US (RC)/Air – II /06 dated 20 Jul 06.

4. In case of auction of grass cutting rights are successful on completion of auction as per Para 3(d) above; CFA will approve the proceedings of BOO under the powers vested with him. Formal contract agreement is to be signed.

Contract Agreement

5. A Model Form to execute “Contract Agreement” by the Station Commanders with the Contractors for cutting and removal of grass, usufructs, shrubs and wild growth etc standing on the Air Force Camps is given at **Appendix B.**

6. The agreement should be drawn up on a non-judicial stamp paper of appropriate value to be locally ascertained. The agreement should be signed for and on behalf of the President of India by an Officer duly authorised under Article 299(1) of the Constitution of India. The agreement should be signed by the contractor personally if he is a sole proprietary concern and if the contractor is a partnership firm, it should be signed either by all the partners thereof or by that partner who has authority to execute on behalf of the firm the agreement containing an arbitration clause. If the contractor is a Company incorporated under the Indian Companies Act, then the agreement on its behalf should be signed by an Officer duly authorised by the Board resolution or according to its Articles of Association. Unless all the pages of the agreement are tied in such a manner that they cannot be separated, for the sake of identification it is better to have each page of the agreement initialed by or on behalf of the parties.

7. The provisions of this chapter will not be applicable to such lands or parts thereof which are handed over to the State Governments for afforestation under separate contracts made between the Central Government and the State Government. The disposal of grass and other usufructs of these lands will be according to terms and conditions of the contracts.

RESTRICTED

306

Appendix 'A'
{Refers to Para 2(a) of
Chapter IX}

MODEL NOTICE FOR PRESS ADVERTISEMENT

**AUCTION OF RIGHTS FOR CUTTING AND REMOVAL OF GRASS,
USUFRUCTS, SHRUBS AND WILD GROWTH FOR FINANCIAL
YEAR 2011-12 AT AIR FORCE STATION SOMEWHERE**

ON BEHALF OF PRESIDENT OF INDIA, AIR OFFICER COMMANDING, AIR FORCE STATION SOMEWHERE WILL HOLD AN OPEN AUCTION AT **1000H ON 10 FEB 2012** FOR CUTTING AND REMOVAL OF GRASS, USUFRUCTS, SHRUBS AND WILD GROWTH FROM DOMESTIC AND.....AREA OF AIR FORCE STATION SOMEWHERE FOR THE PERIOD FROM 01 APRIL 2012 TO 31 MARCH 2013. TERMS AND CONDITIONS AND RELEVANT ASPECTS WILL BE EXPLAINED BEFORE COMMENCEMENT OF AUCTION. ALL INTERESTED PARTIES ARE ADVISED TO FAMILIARISE WITH THE TERMS AND CONDITIONS BEFORE AUCTION. PARTIES INTERESTED IN PARTICIPATING IN THE OPEN AUCTION ARE REQUIRED TO REGISTER THEIR NAMES BY SUBMITTING EXPERIENCE AND INCOME TAX CLEARANCE CERTIFICATE ALONG WITH A COPY OF PAN CARD WITH THE STATION WORKS SECTION AT STATION HEADQUARTERS OF AIR FORCE STATION SOMEWHERE BY 0800H ON 10 FEB 2012. NON INCOME TAX PAYEE ARE TO SUBMIT A AFFIDAVIT OF RS 10.00 THAT THEY HAD NO TAXABLE INCOME DURING LAST FIVE YEARS. IN ORDER TO QUALIFY FOR BIDDING, THE BIDDERS ARE REQUIRED TO SUBMIT EARNEST MONEY OF RS 1000.00 WITH SENIOR ACCOUNTS OFFICER, AIR FORCE STATION SOMEWHERE BEFORE 0830 H ON 10 FEB 2012. SUCCESSFUL BIDDER WOULD BE REQUIRED TO DEPOSIT 25% OF BID AMOUNT AS SECURITY DEPOSIT ON THE FALL OF HAMMER. FULL BID AMOUNT IS REQUIRED TO BE DEPOSITED WITHIN ONE WEEK OF ACCEPTANCE OF BID. BIDDERS ARE NOTE THAT NO FIREWOOD OF ANY KIND OR TREES WOULD BE ALLOWED TO BE CUT AND REMOVED. FOR ANY FURTHER QUERRY BIDDERS MAY CONTACT AT TELE: 011-25694197

RESTRICTED

RESTRICTED

307

Appendix 'B'
{Refers to Para 5 of
Chapter IX}

AGREEMENT FORM

**RIGHTS FOR CUTTING AND REMOVAL OF GRASS,
USUFRUCTS, SHRUBS AND WILD GROWTH
(AS MENTIONED IN THE SCHEDULE TO THIS AGREEMENT)
ATFOR THE..... AREA**

An agreement made thisday of 20... between the President of India, hereinafter referred to as the Government (which expression shall include except where the context otherwise requires, his successors or assignees) of the one part and Shri..... (name) address..... shall include except where the context otherwise requires his heirs, executors, administrators, legal representatives and permitted assigns) of the other part.

Whereby the aforesaid parties agree as follows:-

1. The Government through the Commanding Officer,agrees to sell and the contractor agrees to purchase the rights of cutting and removal of grass shrubs, wild growth and usufructs from the areas required to be cleared from time to time as instructed by Commanding Officerfor the period from.....toin consideration of the sum of ₹..... The contractor will pay the full amount of the bid i.e., ₹.....within a week from the date of these presents.
2. 25% of the said consideration amounting to the sum of ₹.....has been paid as Security Deposit by the Contractor, the receipt of which is hereby acknowledged. This will be in addition to the full amount of the bid.
3. The Contractor shall cut and remove grass, shrubs, wild growth and usufructs as and when it grows, as directed by the said Commanding Officer or his representative so that the establishment of Air Force Station is kept free from grass, shrubs and wild growth which when dry may be a source of fire. The Contractor will employ his own labour and tools for cutting and removing grass, shrubs wild growth and usufructs (as mentioned in the Schedule to this agreement). No wood either green or dry, fallen, cut or any description or size would be allowed to be removed or taken away by the contractor.

RESTRICTED

RESTRICTED

308

4. The Contractor shall remove the grass, shrubs and undergrowth on the land only by cutting and the fruits without damaging the trees in accordance with the conditions laid down in the agreement and claim no other right. No damage is to be caused to the standing trees dry or green.
5. The Contractor will accept the description of the land entered into, pursuant to this agreement and if any error shall be found therein the same shall not annul this contract or entitle to any compensation in respect thereof.
6. The rights granted to the Contractor under this agreement do not amount to an acquisition of any interest in the land.
7. Government reserves the rights to enter into any of the areas defined in this agreement and to carry out any work that may be necessary without payment of compensation to the contractor.
8. The contractor will not occupy or use the said land otherwise than for the purpose of cutting/removal of grass / shrubs/wild growth/usufructs (as mentioned in the Schedule to this Agreement). The Contractor shall not plant trees, dig kankar or remove sand, clay or mineral substances of any description thereon or there from without the written sanction of the
(insert designation of the operator).
9.(insert designation of the operator) may withdraw any area included in the agreement which may be required for Military purposes or on account of security reasons. The Contractor will be refunded the proportionate compensation as assessed by the Commanding Officer for the area in respect of which the grass cutting/removal of usufructs rights have been withdrawn.
10. In case of disputes, the decision of theshall be final and binding. (insert designation of the operator).
11.(insert the designation of the operator) shall not entertain claim from the Contractors for any loss caused to the Contractor for any loss caused to the Contractor by the outsiders.
12. The Contractor shall be liable to pay compensation for any damage done by him or his servants or agents during the period of the contract to any trees, plants, drains, buildings or any Government properly situated within the areas.
13. The Contractor will not be entitled to any remission or compensation on account of damage by storms, insects attack or other natural calamity.

RESTRICTED

RESTRICTED

309

14. The Contractor shall not sub-let this contractor either in part or in whole unless the permission in writing of the operating Officer is previously obtained.

15. The Contractor shall cut and remove the grass, shrubs, wild growth and usufructs from as and when they grow and in any case before.....20.... and shall clear the land of bushes, weeds and other undergrowth. The grass and other growth not cut till the above-mentioned date will forfeited to the Government.

16. The Contractor agrees that, if he is unable to fulfill terms of his contract he will give one month's notice in writing to the(insert designation of the operator) and the(insert designation of the operator) may give the contractor immediate notice on account of any flagrant breach of the terms of the agreement.

17. If the contract is terminated by the Contractor as described in paragraph 16 above, the Contractor shall not be entitled to a refund of either the Security Deposit of the amount paid under paragraph 1 and 2 of the contractual agreement.

18.(insert designation of the operator) agree to issue passes to the said Contractor, his agents or servants to enter the areas to carry out the cutting and removal of grass/shrubs/usufructs/wild growth.

19. The Contractor shall not allow cattle for grazing within the limit of Any cattle found grazing or entered into the area shall be impounded by the(insert designation of the operator).

20. The Contractor shall abide by all Security Rules or Orders issues by the (insert designation of the operator) from time to time.

21. The Contractor shall not erect building except of a temporary nature and sanctioned by the (insert designation of the operator)

22. The Contractor's labour will be allowed to undertake removal of grass from areas enclosed by fences or wall or other means or within a distance of 30 yards from any building/installations (tech/signal armament/storage etc) under the direct supervision of Station Security Staff and a supervisor from the installation concerned.

23. The numbers of grass cutters and other laborers to be employed by the Contractor are to be strictly limited and their names furnished to the (insert designation of the operator) for issuing passes. The contractor agrees to employ one supervisor for every 25 grass

RESTRICTED

RESTRICTED

310

cutting labour and in case labour is split in different locations then one supervisor will be employed for each location.

24. It shall be lawful for the(insert designation of the operator) within his discretion to deduct a moiety of the security deposit for any breach of the contract by the Contractor.

25. That area shall be first cut within the area available for grass cutting where the grass has reached to an initial height of 1^{1/2} feet and from then onwards other areas shall be cut.

26. The Contractor shall cut grass or remove usufructs (as mentioned in the Schedule to this agreement) shrubs and wild growth as per the timings fixed by station administration but in any case not before the sun rises and after the sun sets on any day.

27. The Contractor should cut leaves of tirkola trees leaving the minimum of seven top leaves.

28. The Contractor or his representatives shall see theor the Officer deputed by (insert designation of the operator) him on the fifth of every month for instructions/orders regarding cutting/removal of grass, shrubs, wild growth. In case, the fifth of any month be Sunday/Holiday he shall then see the Officer on the next working day.

29. Provided always that it shall be lawful for the (insert designation of the operator) at any time during the said terms on giving 30 days notice in writing to resume possession of and to terminate the agreement in respect of the said area or any part thereof without making to the Contractor any compensation on account thereof.

30. Provided also that if the Contractor for the time being entitled to hold the rights for the cutting/removal of usufructs (as mentioned in the Schedule to this agreement), grass shrubs and wild growth from the demised area shall die before the expiry or the termination of the term, the heir or heirs of the person or persons so dying shall, if permitted by the (insert designation of the operator) to hold the right for the removal/cutting of usufructs (as mentioned in the Schedule to this Agreement) grass, shrubs, and wild growth, for the remainder of the term, subject to covenants and conditions herein expressed and if there shall be no person who shall become entitled, 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.

31. Provided further that if there shall have been in the opinion of the (insert designation of the operator) any breach on the part

RESTRICTED

RESTRICTED

311

of the Contractor, his heirs and assignees of the Contract agreement and in such case the (insert designation of the operator) shall be at liberty at any time thereafter to enter into possession of the said land and there upon the rights of the Contractor shall absolutely be extinguished and the Contractor shall not be entitled to any compensation whatsoever, on that account.

32. In the event of grass, shrubs wild growth usufructs not being removed from time to time as specified above, the Contractor agrees to the employment of local labour by the(insert designation of the operator) for the purpose and to the recovery of the full cost of such labour from him and from his security deposit.

33. In the event of the Contractor failing to carry out the work as per contractual agreement, the work regarding grass, shrubs, wild growth cutting the area, residential area, road side, berms etc. will be carried out by other agency at Contractor 's risk and cost. If the cost of completion of such work exceeds the amount of the Security Deposit, the Contractor should forthwith pay the excess.

34. In the event of any question, dispute or difference arising under these presents or in connection therewith (except as to any matters the decision of which is specially provided for by these presents), the same shall be referred to the sole arbitration of an Officer appointed to be the arbitrator by(insert designation of the operator) . It will be no objection that the arbitrator is a Government Servant that he has to deal with the matters to which these presents relate or that in the course of his duties as a Government servant he has expressed view on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to these presents.

35. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason., it shall be lawful for(insert designation of the operator) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid. The arbitrator may, from time to time, with the consent of the parties to these presents enlarge time for making and publishing the award.

36. Upon every any such reference, the assessment of the costs of and incidental to the reference and the award respectively shall be in the discretion of the arbitrator. Subject as aforesaid, the Arbitration Act 1940 and the rules there under any statutory modifications thereof for the time being in force shall be deemed to comply to the arbitration proceedings under this clause.

35. IN WITNESS whereof, the parties here into set their hands the day and year first written on page 1.

RESTRICTED

RESTRICTED

312

Signed by the said Shri..... (Contractor) .in the presence of:-

1.....	2.....
Name	Name.....
Address.....	Address.....

Signed by (Name and designation) for and on behalf of the President of India in the presence of:-

1.....	2.....
Name.....	Name.....
Address.....	Address.....

SCHEDULE TO THE CONTRACT

1. Total area covered for grass cutting.....Acres (approx)
 2. List of all categories of fruit yielding trees and number of trees in each category.
 - (a) ...
 - (b) --
 - (c) --
 - (d) --
 3. list out the grass, shrubs, usufructs that are allowed under the contract.
-

Signed by the said Shri (Contractor) in the presence of:-

1.....
Name.....
Address.....
2.....
Name.....
Address.....

RESTRICTED

RESTRICTED

313

Annexure I
{Refers to Para 1 (c) (ii) of
Chapter IX}

No 23893/Q/MF-3/680/D(QS)
Government of India
Ministry of Defence
New Delhi, the 12th February, 1986

CORRIGENDUM

The lease money payable by Military Farms to the Defence Units for leasing the grass cutting rights of Military lands has been re-examined by Ministry of Defence. Para 1(b) of letter No. 13893/Q/MF -3 /1004/D(QS) dated 15 Jun 63 is modified as under :-

Para 1 (b):

“The lease of Defence land for hay harvesting will be given to the Military Farms without calling for competitive tenders or holding auction. The lease money will be fixed at the uniform rate of 5% of the cost of production of grass hay ex-Defence units concerned, which will be worked out for each military unit separately based on the actual expenditure of the immediately previous financial year. This will include cutting, curing chowkidar and all direct charges. This statement will be scrutinised on close of harvesting by the LAO/RAO concerned. This amount will be paid by Military Farms to the concerned Defence units each year on or before 31 Aug of that year, before commencement of the harvesting season. The lease money will be accounted for in the Public Accounts of both Military Farm and the Defence Units.

2. This issues with the concurrence of Ministry of Defence (Finance) vide their U.O. No. 418/QA of 1986.

Sd/-
Under Secretary to Govt of India

RESTRICTED

RESTRICTED

314

Annexure II
{Refers to Para 1 (e) of
Chapter IX}

No. N. 11014/4/75-CMP

Government of India
Ministry of Industry and Civil Supply
(Department of Civil Supplies and Cooperation)
Krishi Bhavan, New Delhi.
Dated the 25th August, 1975

To,

The Secretary,
In-charge of Cooperation
All State Governments/ Union Territory Administrations

Through Cooperation

Subject : - Employment opportunities to weaker section through cooperative assistance to labour cooperatives, as part of the 20-point Economic Programme Announced by the Prime Minister.

Sir,

In the context of the 20-point Economic Programme announced by the Prime Minister , the Programme of labour cooperatives designed to expand employment and income opportunities to the weaker sections of the community, assumes special significance, concerted efforts need to be made to expand and strengthen this Programme with the objective that in all construction activities particularly in the public and cooperative sectors, progressively increasing use is made of the services of labour cooperatives, especially in labour intensive programs.

The National Advisory Board on Labour Cooperatives, which met in February, 1974 recommended that concerted efforts should be made to expand and strength this Programme in the cooperative sector during the fifth Plan period, these recommendations were communicated to the State Governments in our letter No. L.11014/7/74-MNS dated the 29th March, 1974. Your attention is particularly invited to the following main recommendations:-

RESTRICTED

RESTRICTED

315

(i) As the Programme of development of labour cooperatives including forest contract cooperatives, is entirely in the State sector the State Govts

should make adequate provision in their budgets for assisting labour co-operatives in the shape of contribution to their share capital. The State Governments should also assist these cooperatives in obtaining adequate working capital loan on favorable terms from cooperative commercial banks.

(ii) State Government should give necessary financial assistance to State level labour cooperative federations for appointing competent engineering and other technical staff, for providing expert guidance and assistance to their constituent units.

(iii) All unskilled works upto ₹ 1.00 lakh should be reserved for be collected labour cooperatives exclusively. Mining and quarrying leases and contracts should also be given to labour cooperatives on a preferential basis. Similarly, forest labour cooperatives should be actively encouraged and assistance in the exploitation of forest produce.

(iv) Labour cooperatives should be exempted from the payment of earnest money irrespective of whether the contracts are given to them with or without tender. Similarly, labour cooperatives should also be exempted from the payment of security deposit in respect of all works allotted to them, where this is not found feasible, security deposit may from their running bills, with mutual consent.

I am to request you kindly to indicate the measures Initiated by the State Government /Union Territory Administration to implement the above mentioned basic recommendations at an early date.

Receipts of this letter may kindly be acknowledged.

Yours faithfully,

Sd/-

Joint Secretary to the Govt of India

RESTRICTED

RESTRICTED

316

Annexure III
{Refers to Para 2 (f) of
Chapter IX}

Air HQ/95378/1/Fin P/2431/US(RC)/Air-II/06
Government of India
Ministry of Defence
New Delhi- 110011

14 Jul 2006

To

The Chief of Air Staff

**DELEGATION OF FINANCIAL POWERS TO VARIOUS
INDIAN AIR FORCE AUTHORITIES**

Sir,

1. I am directed to refer of Ministry of Defence letter No. 10(3)/02-D(Air-II) dated 01 Apr 2002 on the above mentioned subject and to convey the sanction to the **delegation of Capital procurement power** to the extent mentioned in Annexure I of this letter and further enhancement/addition in the existing delegated financial powers under Revenue to various Air Force authorities as specified in schedules of FR Part-I, Vol. II, Revised Edition 1983, as given in Annexure II to XXI (viz. Schedules I to XXII except Schedule X and XIV) to this letter. Relevant Schedules and connected rules of FR Part-I are to be amended accordingly.
2. The guidelines for exercise of delegated financial power will be as under.

(CAPITAL)

- (a) The delegation of financial powers for Capital procurements is to be exercised as per the procedures laid down in DPP 2005. The Competent authority to accord various stage approvals as per DPP procedure and the composition of CNCs will be laid down separately by Air HQ with the approval of MoD.
- (b) Air HQ has to render a quarterly Report to MoD (Acquisition wing) on the progress of various Capital schemes under delegated powers, indicating of various Capital Schemes under delegated powers, indicating the actual cash out go against the budgetary projections.

RESTRICTED

RESTRICTED

317

REVENUE

(c) Under Revenue, the enhancement of delegated financial powers to various functionaries should lead to better fiscal management resulting in tangible benefits by way of timely procurements, time bound implementation of schemes/projects, speedy disposal of cases contributing towards **enhanced fleet serviceability** and optimum use of in house capabilities built up over the years. All CFAs accordingly need to be aware of the same.

(d) A Revenue **Prioritized Procurement Plan** for centralized procurement will be drawn up taking into account carry over liabilities and the fresh procurement required ensuring **desired fleet serviceability levels**. Detailed instruction with regard to fleet/weapon system wise monitoring of serviceability levels linked to budgetary allotment will be laid down in a separate order by Air HQ.

(e) The DPB should preferably be apprised of the Revenue **Prioritized Procurement Plan** of Air HQ so that these are duly harmonized with the AAP for Capital Equipment and the maintenance requirement are duly factored into the budgeting process.

(f) Air HQ is to submit a **monthly return of MoD on the performance of the Prioritized Procurement Plan** and the Progressive utilization of revenue budget. Air HQ is also to lay down a **PERT chart** for all major schemes under revenue for close monitoring of the progress of such schemes.

(g) Air HQ is also to put in place a system for data sharing and data networking, both within the Air Force and Inter Services in order to widen the procurement sources and obviate differential being paid for the same item by the Air Force Commands and different Services.

(h) Air HQ will make budget available to each budget holder/centre at the beginning of the financial year and monitor the extent of user satisfaction that has gone up as a result of delegation.

(j) The **monetary limit** which has been set in each case extends to each separate sanction. The criterion in every case is the total cost of a measure and no measure which requires the sanction of higher authority shall be sanctioned by a lower authority in installments.

(k) **CVC guidelines** issued from time to time on purchases/procurement/other financial dealings by Central Govt

RESTRICTED

RESTRICTED

318

Departments **will be strictly complied with while processing cases in exercise of the delegated financial powers.**

3. The enhanced/additional delegated financial powers under revenue will be exercised subject to fulfillment of the following conditions:

(a) The exercise of the financial powers will be governed by existing orders and instructions, DSRs, FR Part I & II, DPM 2005 (where applicable), GFR 2005, as amended by the Government from time to time, and general stipulations contained in subsequent paragraphs as also those contained in the notes to the Schedules. Standard Operating Procedure (SOPs) relating to the exercise of the financial powers as issued and amended from time to time are to be strictly followed. SOPs for financial powers delegated for the first time will be issued by Air HQ with the approval of MoD. Cases not covered by the delegated financial powers will be refereed for sanction to the Ministry of Defence.

(b) All delegated financial powers referred to in Col. 3 of the schedules should be exercised by the CFAs in consultation with the accredited IFA. Financial advice/consultation will be provided in writing/through electronic media and will be based on regular noting on file. In case of an extreme urgency, decision could be taken in meeting/discussions for which details of deliberations/minutes will be recorded. All such cases should be followed up immediately by regular noting on the file where the decision taken during the meeting/discussions will be recorded and financial advice recorded in writing. In matter within the delegated powers, it is open to the CFA to overrule the advice of the IFA by an order recorded in writing containing the gist of objections of IFA and reason for overruling advice. A copy of the Order overruling financial advice will be endorsed to the next higher CFA informing the IFA also simultaneously. In such cases, it will be open to the IFA to report the matter to the next higher IFA or dropping it as deemed fit.

(c) The financial powers as enumerated in Col. 2 of the schedules are to be exercised by the CFAs without having to refer to IFA at any stage of activity.

(d) The Principles to be followed for determining the mode of tendering i.e. whether to go in for Open tender/Limited tender/Single tender/Proprietary Article Certified tendering, will be as laid down in Chapter IV of DPM 2005 as amended from time to time.

(e) The powers to sanction indents, contracts and purchases in respect of central procurement of maintenance stores on PAC basis and on non PAC single tender basis have been laid down in Sch XII (L1& L2). In

RESTRICTED

RESTRICTED

319

respect of Schedules I, VIII, XI, XV, XVI, XIX, XX and XXII, the powers of purchase items of PAC basis will be the same as the powers provided to CFAs in the respective schedules. The PAC certificate is, however, to be given at the level of AOC/CO of a self accounting unit, CLMO at Command level and Principal Directors/Independent Directors at Air HQ. In the case of purchase on single tender basis for non-proprietary items, the financial limits in the schedules (other than Sch XII and Sch1(c), (D) and (E)) will be ₹ 15,000/- per transaction without the consultation of IFA and ₹ 1,20,000/- with the consultation of IFA. The PSOs mentioned under Schedule 1(c), (D) and (E) will have powers of purchase on non PAC single tender basis to the extent powers are available to them in schedule XII(L2)(i).

(f) Purchase of goods up to the value of ₹ 15,000/-(Rupees Fifteen Thousand) only on each occasion may be made without inviting quotations or bids on the basis of a certificate to be recorded by the competent authority (Rule 145 of GFR 2005 refers)

(g) The CFAs should ensure that sanctions are not spilt so as to avoid seeking the consultation of Ministry/IFA.

(h) The financial powers at unit level are to be exercised only by the CFA of Self Accounting unit.

4. The powers delegated to AOsC-in-C schedule XII (other than AOC-in-C, MC for fleets already decentralized) for procurement from indigenous sources will take effect only after specific orders are issued by Air HQ decentralizing this responsibility for specific fleets. Provisioning and procurement responsibility of indigenous stores will be transferred to Command HQs in phases by AOM in consultation with the concerned AOC-in-C and IFA (Air HQ). Till then, CFAs at Air HQ and HQ MC will continue to exercise the powers in respect of the respective fleets. With decentralization of responsibility to Commands, necessary budgetary allocation will be made by Air Headquarters to enable them exercise the delegated powers.

5. For purchases to be made under Schedule XIX and XX, Air HQs will lay down specifications of equipment to be procured in order to ensure standardization across the Air Force.

6. Powers delegated to specified authorities for exercise during war, hostilities, natural calamities/disaster management and special operations, without consultation of IFA, will become operative only in issue of Govt order declaring such a situation or ordering of special operation by Air HQ, inter alia indicating the overall ceiling of funds for this purpose. Detailed SOPs are to be laid down in consultation with MoD (Fin).

RESTRICTED

RESTRICTED

320

7. In the case of import purchases under various schedules (Capital and Revenue) separate approval for release of FFE will not be required and release of FFEs will only be noted at Directorate of Financial Planning/DMA at Air HQ after expenditure angle approval for the purchase has been granted by the CFA.
8. All previous Govt. letters/relevant rules of the FR on this subject stand amended to the extent of the enhanced financial powers indicated now. Other terms and conditions in the existing Govt. orders will continue to apply.
9. The financial powers contained in the schedule will take effect from the date of issue of this letter.
10. This issues with the consultation of Ministry of Defence (Finance) vide their ID Note No. 4786/Addl FA(M) dated 13 Jul 2006.

Yours faithfully,

Sd/-xxxxxx
(RC Sharma)

Under Secretary to the Govt of India

RESTRICTED

RESTRICTED

321

Annexure III(Cont'd)
{Refers to Para 2 (f) of
Chapter IX}

		<u>Annexure-XI</u>	
		Refers to Para 1 of GOI MoD letter No.Air HQ/95378/1/Fin P/2431/US(RC)/Air-II/06 Dated 14 Jul 2006	
<u>SCHEDULE XI</u>			
<u>POWERS TO SANCTION LOCAL CONTRACTS AND/OR TO EXECUTE CONTRACTS, DEEDS,ETC. ON BEHALF OF THE PRESIDENT</u>			
Name of the Contract/Instruments	FINANCIAL LIMITS		
	Competent Financial Authority		
	Without IFA Consultation	With IFA Consultation	
1	2	3	
(A) 1. All contracts and instruments relating to purchase, hire, repair,outsourcing, binding, polishing, painting, washing, supply, clearance and conveyance or carriage or materials including water, electricity, furniture, stores, machinery/services (including security service)and facilities.	Nil	1. Principal Director Org at Air HQ. 2. SMSO/AOLM/CLMO of Command HQ 3. AOC/Stn Cdr of Unit.	
2. Contracts relating to the disposal of waste paper, obsolete and waste stores.	Nil	1. PD Org at Air HQ. 2. SAASO/SOA/C Org O of Comd HQ 3. AOC/ Stn Cdr of a Unit.	
3. Contracts for supply of labour and the thelas.	Nil	1. PD Org at Air HQ. 2. SAASO/SOA/C Org O of Comd HQ 3. AOC/ Stn Cdr of a Unit.	

RESTRICTED

RESTRICTED

322

4. Contracts for the supply of hot weather establishment and other temporary labour.	Nil	1. AOC/Officer Commanding self accounting unit. 2. Comdt College / Trg Est. 3. SAASO/SOA/C Org O of Comd HQ. 4. Comdt / COs Hospitals.
5. Contracts for the recovery of exploded practice bombs or expended bullets from Air Force bombing ranges.	Nil	AOC/CO Commanding AF Stns having Ranges under their control.
6. Contracts and other instruments relating to grass cutting, tailoring, laundry, dry cleaning, repair and maintenance and outsourcing of Air Force equipment, conservancy services, Messing Catering, Canteen and other services.	Nil	1. Officer Commanding of ED / BRD / ASP. 2. AOsC/ CO of Stn. 3. Commandant / CO of College /Trg Est/AOC/ Comdts Hospital. 4. President, Air Force Selection Board.
7. Contracts and other instruments relating to supply of authorised equipment e.g. condiments, distilled water, brooms sweeping and other equipment authorised to be purchased locally at Air Force Station.	Nil	1. Officer Commanding / ED / BRD / ASP. 2. AOC/CO of Stn./Units 3. Commandant Trg Est. 4. Commandant / Officer Commanding, Air Force Hospital. 5. AOC-in-C / SMSO / SAASO / SOA / AOLM of Comd HQ. 6. The AOM/ ACAS at Air HQ. 7. AOA/PD Org, at Air Headquarters. 8. Camp Commandant, Air HQ. 9. PDMS (Air),PD (Met) Air HQ.
8. Contracts for the printing of posters, etc. for Health propaganda / publicity.	Nil	1. DGMS (Air) 2. PMO Command.
9. Contract for the purpose of purchasing a cloth, tailoring of uniforms, repairs of boots and shoes, washing and repairs of uniforms returned by cadets.	Nil	AOC/Comdt Trg Est.

RESTRICTED

RESTRICTED

323

10. Contracts and other instruments relating to printing in general or any other operation or jobs connected with printing, so far as authorised from time to time, under the relevant rules/orders/ instructions on the subject.	Nil	1. The Principal Director of Organisation, in case of Air Headquarters. 2. Officer Commanding in the case of Air Force Station Units.
11. Notwithstanding anything here-in-before contained in items (1) to (10) above any contract relating to any matter whatsoever.	Nil	PSOs at Air HQ and AOC-in-C
Remarks: CFAs are to enter into annual/biannual contracts for the full value of the contract.		

RESTRICTED