

Government of Himachal Pradesh
Department of Forests.

No. FFE-B-E(3)14/2012-I

Dated: Shimla-2, the 23-2-2015.

Notification

In pursuance of the orders dated 21-11-2013 passed by Hon'ble National Green Tribunal in application No. 249(THC) of 2013- Pawan Kumar Vs State of HP, the Governor of Himachal Pradesh is pleased to frame the Tibetan Rehabilitation Policy, Himachal Pradesh annexed to this notification with immediate effect.

By Order

Addl. Chief Secretary (Forests) to the
Government of Himachal Pradesh.

Dated: Shimla-2, the 23-2-2015

Endst. No.: As above..

Copy for information and necessary action to:

1. Pr. Chief Conservator of Forests (HoFF), HP Shimla-I.
2. Pr. Chief Conservator of Forests (W.L.), HP, Shimla-I.
3. All Deputy Commissioners in H.P.
4. All CCFs/CFs/DFOs in HP.
5. Deputy Secretary (Revenue) to the Govt. of HP.
6. The Dy. Controller, Printing and Stationary Deptt. H.P. Govt. Shimla-5 for publication in the Rajpatra.
7. Guard File.

(Prakasha Nand)

Deputy Secretary (Forests) to the
Government of Himachal Pradesh.

(O) Ph.No.-0177-2880818.

Tibetan Rehabilitation Policy, Himachal Pradesh

When China occupied Tibet, many Tibetans under the leadership of His Holiness The Dalai Lama, came to India along with their families and have been living in India since the past 50 years. His Holiness Dalai Lama heading the Central Tibetan Relief Committee is stationed at Mcleodganj Dharamshala. There are many Tibetan Refugee families living in Dharamshala, Riwalsar (Mandi) and other parts of the State and families were allowed to occupy the Govt. land. During 2012, Shri. Pawan Kumar S/o Sh. Partap Singh, R/o Village Dhangu, P.O. Ratti, Tehsil Sadar, District Mandi, H.P. filed CWP No. 2228/2012 in the Hon'ble High Court alleging large scale encroachment of forest land by Tibetans in Mandi, Kullu and Kangra Districts. The Forest Department took cognizance and started eviction proceedings against 210 Tibetan Refugee families at Mcleodganj Dharamshala and 5 families at Riwalsar (Mandi). The matter was subsequently considered by Hon'ble National Green Tribunal as application No. 249(THC) 2013 who vide its order dated 21.11.2013 directed State Government to frame a common policy for removal of encroachment including disposal of muck in consultation with Archaeological Survey of India.

2. During February, 2014, the Ministry of Home Affairs, Govt. of India advised State Government to keep the eviction process held in abeyance and wait for further advisory on the issue as the settlement of Tibetan Refugees is a commitment of Govt. of India and eviction may have international ramification. Hon'ble Green Tribunal vide its order dated 09.01.2015 ordered to formulate policy in the matter.

3. The land in question is forest land but the unauthorised occupation by Tibetan Refugees is prior to the enactment of Forest Conservation Act. At that time, the State Govt. was empowered to allow occupation on Govt. land to these refugees as the rehabilitation of Tibetan Refugees is commitment of Govt. of India and the issue has international ramification. Hence, now the State Govt. does not want to conclude the eviction proceedings initiated by DFO cum Collector Dharamshala. The culmination of eviction orders may create law and order problem as multi-storey structures are involved and the disposal of muck will be a big problem instead, the State is framing

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Tibetan Rehabilitation Policy to settle the issue which is based on The Tibetan Rehabilitation Policy, 2014 of Govt. of India.

4. The Tibetan Refugees are settled in different part of the State occupying Govt. land and have constructed houses. The following guidelines are laid down for the rehabilitation of Tibetan Refugees in the State :-

- i. The land under occupation by the Tibetan Refugees should not be disturbed. However, in case of any court order by which they need to be dispossessed than they should be relocated by giving afresh piece of land of equal or larger size.
- ii. The revenue and forest department will jointly identify the Tibetan Refugees being bonafide settlers and those who are deliberate encroachers. The bonafide settlers will be settled under this policy and the deliberate encroachers evicted under existing law.
- iii. In case of occupation on non forest land, long term lease agreement should be signed with individual Tibetan but with the duly authorised representative of the Central Tibetan Relief Committee. The local Magistrate may sign the lease deed on behalf of State Govt., copy of the Standard Lease Document is annexed as **Annexure-A**. The lease agreement should be renewed periodically. The Tibetan Refugee families should be authorized to retain possession of land and houses on a temporary basis.
- iv. The Central Tibetan Relief Committee (CTRC) should be allowed to decide which portion of the land can be used for residential, agricultural, commercial, religious activity or any such activity so that the Tibetan families can follow their culture and religion unhindered and yet are able to make an economic living out of the land.
- v. The lease should be signed for a period of 20 years or till it is revoked/cancelled (by an order of the Government of HP or till the rehabilitation facilities provided to Tibetan Refugees are cancelled or

withdrawn by the Government of HP on the advice of Government of India) whichever is earlier.

- vi. A rent Tenancy Certificate must be issued and the State Government shall collect the dues, Revenue, Fees from the Local Settlement Officer/Welfare Officer of the Tibetan Settlement. The Rent Tenancy Certificate should clearly mention the following :-
- Owner - Government
 - Lessee - CTRC
 - Cultivated by - (name of the Tibetan Refugee who is cultivating the land)
- vii. Proper demarcation, preferably with boundary fencing etc., of land allotted for Tibetan Refugee use, should be ensured by the District Administration to avoid confrontation/dispute between locals and Tibetan Refugees.
- viii. The Settlement/Welfare Officers of the Tibetan Settlements shall maintain a register and update the same annually, giving the details of individuals/family members of the settlements to the Local District Magistrate. The local District Magistrate shall be competent to inspect the register to ensure that it is annually updated.
- ix. The State Government may consider allotting extra land depending upon the need and the population increase of the Tibetan Refugees.
- x. In case of Forest Land, prior approval from Ministry of Environment, Forests & Climate Change, Govt. of India will be taken under Forest Conservation Act, 1980 as per provisions under Annexure IV of the guidelines with the intervention of Ministry of Home Affairs and Ministry of External Affairs. After the approval, the long term lease agreement may be signed as per procedure mentioned above for non forest land.
- xi. The Tibetan Refugees shall continue to get the benefits of various development schemes of Govt. of India and Govt. of HP as allowed from time to time.

STANDARD LEASE DOCUMENT

This lease, made on thisday of.....Two Thousand and, between the Governor of Himachal Pradesh (hereafter called the lessor) of the one part and His Holiness The Dalai Lama's Central Tibetan Relief Committee (CTRC) at, the other part (hereinafter called "The Lessee" which expression shall, unless the context requires another different meaning, includes his heirs, executors, representatives and permitted assigns)."

Whereas the Lessor has agreed to transfer to the Lessee the land described in the schedule below on lease for 20 years, or till it is revoked/cancelled by an order of the Central Government/Lessor, upon the terms and conditions hereinafter appearing and contained.

Now this deed witnesseth that in consideration of the rent herein after reserved and of the covenants by the Lessee hereinafter contained, the LESSOR doth demise unto the LESSEE all that piece of land described in the schedule hereunder for a term of 20 years subject to the following terms and conditions viz.,

1. The lease is liable to cancellation if it is found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation or fraud or that there was an irregularity in the procedure. In the event of such cancellation of the lease the lessee shall not be entitled to any compensation for any loss or damage.
2. The Lessee shall pay a sum of Rs. 100/- as security deposit for the due fulfilment and observance by him of the conditions contained in the lease. The sum of deposited shall be liable to be forfeited by the Lessor in the event of failure by the lessee to fulfil any of the conditions of lease.
3. The Lessee shall, so long as the lease is in force, pay clear of all deductions, a sum of Rs. (to be decided by the Collector) per annum for credit to the general revenues of the State. The first of such payments should be made on theday ofand the subsequent annual payments on the corresponding day of the succeeding years.

4. If the Lessee fails to pay the Lessor any sums payable under the lease on the respective dates on which they are made payable, he shall pay interest at 12% per annum on such amounts from the dates on which they were so payable until the date of payment or recovery.
5. The Lessee shall use the land for the purpose of agriculture/residential/commercial/religious activity, in keeping with the Tibetan culture, religious and livelihood.
6. The legally authorized resident shall not do any act which is destructive or permanently injurious to the land.
7. The land shall be in possession of the Lessee who in turn may decide the usage as per the Tibetan Rehabilitation Policy notified by the Government of India/Govt. of HP..
8. The Lessee shall not sub-let mortgage or otherwise transfer his leasehold right. The Lessee may offer such leased lands as security for raising loans from cooperative society/Scheduled Bank for undertaking any agricultural/economic/commercial or social/educational activity.
9. The lease shall be terminated when the rehabilitation facilities provided to the Tibetan Refugees are cancelled or withdrawn by the Government of India.
10. The land shall not be used for political meetings.
11. The Lessee shall permit the Officers of the Lessor with or without workmen at all times to enter upon the lands aforesaid to view the conditions and state thereof.
12. The Lessee shall not assign or sublet the benefits arising under this lease or any part thereof without the previous written permission of the Lessor.
13. (a) The Lessor reserves to themselves the right of all trees their branches and roots which exist at the time of lease (which are described in the schedule attached) as well as those which may grow subsequently on the lands leased and the Lessor shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from the land in question and dispose them of at their leisure without any compensation/Bonus to the lessee. The Lessee shall not be entitled to cut and remove them without the previous written permission of the Lessor.

(b) The Lessee shall take all reasonable measures to the satisfaction of the Deputy Commissioner/Administrator/Districts Collector/Forest Authorities for the protection of the trees pre-existing from theft or damage and for the careful protection of the immature trees growing on the lands.

(c) The Lessee shall take steps to see that marks made by the officers of the Lessor on the trees are preserved and are not tampered with.

(d) In the event of the infringement, or failure to observe any of the conditions mentioned in (a), (b) or (c) above, the Lessee shall pay the Lessor such compensation as determined by the Deputy Commissioner/Administrator/Districts Collector/Forest Authorities. The State Government shall also be at liberty to cancel the lease and enter on the land and the entire land shall thereupon vest absolutely in the State Government in that case the Lessee shall not be entitled to any compensation whatsoever.

14. The Lessee/legally authorized resident shall not erect any new buildings or structures of a permanent character on the lessor land without the previous written sanction of the Lessor. Up-gradation/improvement of existing structures may be done by the Lessee under information to the Lessor.

15. The Lessee shall not cut any live trees without the previous permission of the Deputy Commissioner/Administrator/District Collector/Forest Authorities. The withered and wind fallen trees shall also be the property of the Lessor and shall be handed over to the nearby forest authority or other authorities appointed by the Lessor to look after the lands leased to the Tibetan Refugees.

16. The sale proceeds of withered and wind fallen trees and those cut under condition (15) shall be credited to the Lessor.

17. The Lessee shall have no rights whatsoever to, any trees standing on the land or to their usufruct.

18. The Usufruct of the trees may be leased out in auction by the officers of the Lessor according to the practice in vogue in the district and the Lessee shall allow a right of passage to persons to whom the usufruct of the trees is so granted by the Lessor.

19. The Lessee shall not, without the previous written sanction of the Deputy Commissioner/Administrator/any authorities nominated by the Lessor, permit any

person to use the land or any structure thereon or any portion of the land or structure except as provided in conditions (5).

20. The Lessee shall on the termination or revocation of this lease, restore the said land to the Lessor in as good a condition as is consistent with the foregoing conditions.

21. The Lessee shall be answerable to the Lessor for all or any injury or damage done to the said land and other Government property thereon except as is permitted by the foregoing conditions.

22. The Lessor may revoke the lease wholly or partly, if the sums specified in condition (3) above or any part thereof shall remain unpaid for 15 days after they have become payable whether formally demanded or not, OR if the Lessee shall have contravened any of the conditions of the lease herein contained; and assume control or otherwise dispose of all or any part of the land, any buildings, fences and structures thereon and the Lessee shall not be entitled to any compensation therefor.

23. If the amount specified in condition (3) or (4) above or any part thereof is in arrears, it shall also be competent for the Lessor to recover the same from the Lessee as an arrear of land revenue.

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24. The Lessor may terminate the lease without prejudice to any right of action or remedy of the Government in respect of any breach of any of the foregoing conditions. The Lessee shall not, in the case of such revocation or termination, be entitled to any compensation in respect of any structures on the land or any improvements effected by him to the land or for the loss caused by the interruption of his occupation.

25. In the event of termination of the lease under condition 22 or 24, the Lessor shall be at liberty to levy proportionate rental upto the date of such termination.

26. The Lessee shall protect and maintain, at all times, the contour bunds and other structures constructed at the cost of Lessor at the time of leasing the land.

27. The lease includes all rights, easements, appurtenances belonging to the land or reported to belong to it or usually held or enjoyed with it. The existing and customary rights of Lessor and the public, in roads and paths and rivers streams and channels running through or bounding the land and the right of Government to the mines and quarries adjacent to the land are however reserved and are in no way affected by the lease.

28. If the land or any portion of land is required for any public purpose or for any administrative purpose, the Lessor shall, at the expiry of a notice of fifteen days to that effect that the said land is required for such purpose, be at a liberty to take possession of the land with structures.

29. The Lessee, on the determination of the lease, shall handover the demised premises with all structures erected thereon.

30. Notwithstanding anything contained above, the Central Government/Lessor may, at any time, cancel the lease, without assigning any reason thereof. However, a prior notice of 3 months shall be given before revoking the lease.

31. The lease is subject to the provisions of Land Acts of Himachal Pradesh and Rules made there under as amended from time to time.

SCHEDULE

District Sub Division Tehsil Revenue Village Khasra No. Forest Boundaries							
						N.S.E.W.	
1	2	3	4	5	6	7	

In witness thereof, Administrator/District Collector acting for the land, on behalf of the Governor of (name of the State) and the lessee aforesaid have hereunto set their signature on thisday of

Signed by Lessee

Signed by the Lessor

In the Presence of

Date:
Station

- 1.
- 2.