

**Government of Jammu and Kashmir  
Revenue Department  
Civil Secretariat, Jammu/Srinagar**

**Subject: Allotment/lease of land to landless PMAY (G) beneficiaries.**


Reference:

- i. Administrative Council Decision No.64/5/2023 dated 21.06.2023.
- ii. Financial Commissioner Revenue J&K's File No. FCR- APL/14/2023-02.
- iii. Department of Rural Development and Panchayat Raj J&K's File No. RDD-PS/77/2023-06.

**Government Order No: 118-JK(Rev) of 2023**

**Dated: 24.08.2023**

Sanction is hereby accorded to the allotment of 05 Marla of state land on lease basis in favour of landless PMAY (G)/Awas plus beneficiaries, falling in any of the following categories, out of Rural Development Department's Permanent Waiting List 2018-19:-

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- i. People residing on State land;
  - ii. People residing on Forest land;
  - iii. People residing in Rakhs and Farms;
  - iv. People in possession of Custodian land; and
  - v. People residing on Land already allotted by the Government near Dachigam Park for agricultural purposes, where construction is not permitted.
  - vi. Any other category of cases who are otherwise eligible for Housing under PMAY -G but don't have any land available for construction.

It is further ordered that the Deputy Commissioner concerned shall allot 05 marlas of state land as per the following guidelines:

- a) Landless person: A person shall be considered landless if he is a domicile of J&K having a separate family and doesn't have land in his own name or

in the name of any of his family members or is not entitled to inherit 5 marla or more land.

- OX
- b) The Deputy Commissioner concerned shall lease out 05 marla of state land to the landless PMAY (G) beneficiaries who are figuring in the Permanent Waiting List 2018-19, surveyed by the Ministry of Rural Development, Government of India, and are otherwise eligible for housing Assistance under PMAY(G)/Awas plus.
  - c) The land shall be granted on lease basis in terms of the Jammu and Kashmir Land Grants Act of 1960 and the Rules made thereunder. The land in respect of these beneficiaries shall be granted on lease on payment of a token amount of Rs 100/- per marla as a one-time premium and a nominal amount of Rs 01/- per marla per annum as ground rent, in relaxation of Jammu and Kashmir Land Grant Rules, 2022.
  - d) The lease shall be for a period of 40 years, extendable further for a period of another 40 years, subject to the fulfillment of all codal formalities/norms. However, if a person fails to build house on allotted land within a period of two years, such lease shall be cancelled forthwith.
  - e) The Assistant Commissioner (Development) of the Rural Development Department of the district concerned shall verify the case(s) and place an indent before the Deputy Commissioner along with the complete particulars of the beneficiaries, including AADHAAR.
  - f) Deputy Commissioner shall forward the case(s) to Tehsildar concerned for inquiry, who shall identify the state land and verify the particulars of the beneficiaries, including their status of being landless. In case the beneficiary has shifted from another district, a report from the concerned district, where he was previously residing, shall also be obtained to ascertain his status of being landless. The Tehsildar shall submit the case(s), complete in all respects, to the Deputy Commissioner concerned for lease with the following documents: -
    - i. Copy of Jamabandi.
    - ii. Copy of Girdawari.
    - iii. Copy of Tatima / Shajra Kat.
    - iv. Copy of Ration Card.



- v. Affidavit of the beneficiary that he is landless and the land identified for him is acceptable to him for construction of PMAY (G) house if sanctioned on the said land.
- vi. Statement of Lambardar & Chowkidar.
- g) Deputy Commissioner shall lease the state land to the beneficiaries after further inquiry as deemed necessary. The grant of land on lease shall not be construed as permission for construction, and the lessee shall seek permission from the competent authority for the construction of the house.
- h) The lessee shall use the land only for the purpose for which it is granted and shall start construction of the house within three months (03) from the date of the lease, failing which land shall stand resumed to the Government without any compensation.
- i) The lessee shall not sub-let/sub-lease/alienate/transfer the leased land, and any contravention shall terminate the lease, and the land shall stand resumed to the Government without any compensation.
- j) Tehsildar concerned shall execute the lease agreement with the lessee as per the Form-I annexed herewith. The database shall also be maintained in the office of the Deputy Commissioner of all such leases on a monthly basis, which shall be submitted to the Government by the Deputy Commissioner.

**By order of the Government of Jammu and Kashmir.**

Sd/-

(Dr. Piyush Singla) IAS

**Secretary to the Government**

No: Rev-LAJK/14/2023 (7231363)

Dated:24.08.2023

Copy to the:

1. Financial Commissioner (Revenue), J&K.
2. Principal Secretary to the Government, Forest Department.
3. Principal Secretary to the Government, Finance Department.
4. Principal Secretary to Hon'ble Lieutenant Governor, J&K.
5. Joint Secretary (JKL), Ministry of Home Affairs, Government of India.
6. Commissioner/Secretary to the Government, General Administration

Department.

7. Commissioner/Secretary to the Government, Rural Development Department.

8. Divisional Commissioner, Kashmir/Jammu.

9. Deputy Commissioner (All).

10. Custodian General, J&K.

11. Director, Archives, Archaeology & Museums, J&K.

12. Director, Rural Development Department, Jammu/Kashmir.

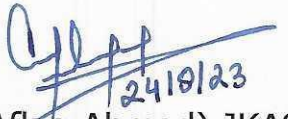
13. Private Secretary to the Chief Secretary, J&K.

14. Private Secretary to the Hon'ble Advisor (B) to Hon'ble Lieutenant Governor, J&K.

15. Private Secretary to Secretary to the Government, Revenue Department.

16. I/C, Website, Revenue Department.

17. Government Order file/Stock file.

  
24/10/23

(Aflaq Ahmad) JKAS

**Under Secretary to the Government**

## (Lease Deed)

### Form-I

This lease agreement is made on this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_  
at \_\_\_\_\_ between Lessor \_\_\_\_\_ and Lessee \_\_\_\_\_ for  
the land measuring 05 Marla bearing Khasra No. \_\_\_\_\_ situated at Revenue  
Village \_\_\_\_\_ Patwar Halqa \_\_\_\_\_ Niabat \_\_\_\_\_  
Tehsil \_\_\_\_\_ District \_\_\_\_\_ for a period of 40 years  
commencing on the \_\_\_\_ day of \_\_\_\_\_ of year \_\_\_\_\_ for  
construction of residential house sanctioned under PMAY (G) on a charge of a  
onetime token premium of Rs 100 per marla and on payment of nominal  
ground rent of Rs 01 per marla per annum.

The conditions agreed to are as follows:

- i. The lessee shall utilize the land only for the purpose of construction of the PMAY (G) house and shall not alienate or transfer it to any third party or utilize it for any other purpose.
  - a) In case of contravention of the above condition, the lease shall be liable to be cancelled, and the said land shall resume to the Government free from all encumbrances with immediate effect and without payment of any compensation.
  - b) The BDO, under whose jurisdiction the land falls, shall be responsible for monitoring the construction of houses as per the timelines of the PMAYG scheme, and contraventions, if any of shall be reported to the Tehsildar concerned within 05 days of noticing any such contravention.
  - c) The Tehsildar shall immediately put the lessee on notice and submit the case with recommendations to the Deputy Commissioner for decision through supervisory authorities as notified under the Land Revenue Act, 1996 Svt. within 07 days of receipt of the report from the Tehsildar concerned.
- ii. The lessee shall grant all rights of way, water, air, light and privy, and other easements appertaining to the said premises/land.



- iii. Any clerical errors and/or arithmetical mistakes in agreement or errors arising therein from any accidental slip or omission may at any time be corrected by the competent authority.
- iv. The lessee shall erect residential structure upon the said land only after obtaining necessary sanction/approval under the PMAYG scheme.
- v. The lessee shall permit the Revenue/RDD authorities or any other Government Officer, authorized in this behalf, at all reasonable times to enter upon and inspect any part of land or structure raised thereof
- vi. In case of violation of any of the lease conditions, the lease shall be deemed to have been terminated.
- vii. In the event of lease being terminated on the basis of violation of terms and conditions of lease, the lessee shall not be entitled to claim any compensation on account of the termination of the lease.
- viii. Failure to comply with any of the conditions of the lease or with Jammu and Kashmir Land Revenue Act, 1996 Svt. or Jammu and Kashmir Land Grant Act, 1960 or the Rules thereunder, shall render this lease liable to cancellation and the jurisdictional Tehsildar/Assistant Commissioner/ District Collector or any officer authorized in this behalf by the Government may thereupon resume the said land and summarily evict the lessee without any notice or any compensation.

**Signature of the Lessor**

**Name** \_\_\_\_\_

**Date** \_\_\_\_\_

**Signature of the Lessor**

**Name** \_\_\_\_\_

**Date** \_\_\_\_\_

**In presence of Witnesses**

**1. Signature**

**Name** \_\_\_\_\_

**Date** \_\_\_\_\_

**2. Signature**

**Name** \_\_\_\_\_

**Date** \_\_\_\_\_