

By Speed Post

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Government of India
Ministry of Home Affairs
FFR Division

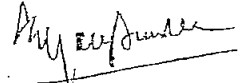
NDCC-II Building, Jai Singh Road,
New Delhi-110001, Dated the 20th October, 2014

Office Memorandum

Subject: The Tibetan Rehabilitation Policy, 2014.

The undersigned is directed to forward herewith "The Tibetan Rehabilitation Policy, 2014" for information and implementation by the respective State Governments.

This issues with the approval of the Competent Authority.



(Shyam Sunder)

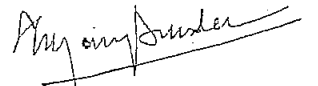
Deputy Secretary to the Govt. of India
Tel. No. 011-23438075

To

1. The Chief Secretary, Govt. of Maharashtra, Mantralaya, Mumbai.
2. The Chief Secretary, Govt. of Himachal Pradesh, Shimla.
3. The Chief Secretary, Govt. of Karnataka, Vidhan Soudha, Bangalore-560001.
4. The Chief Secretary Govt. of Sikkim, Gangtok-737101.
5. The Chief Secretary Govt. of Odisha, Bhubaneshwar.
6. The Chief Secretary, Govt. of West Bengal, Writers' Building, Kolkata.
7. The Chief Secretary, Govt. of Arunachal Pradesh, Itanagar.
8. The Chief Secretary, Govt. of J&K, Jammu.
9. The Chief Secretary, Govt. of Uttarakhand, Dehradun. 712113
10. The Chief Secretary, Govt. of Chhattisgarh, Raipur

Copy to:

1. The Secretary, Ministry of Rural Development, Krishi Bhawan, New Delhi.
2. The Secretary, Ministry for Housing & Urban Poverty Alleviation, Nirman Bhawan, New Delhi.
3. The Secretary, Ministry of Health & Family Welfare, Nirman Bhawan, New Delhi.
4. The Secretary, Ministry of Consumer Affairs, Food & Public Distribution, Krishi Bhawan, New Delhi.
5. The Secretary, Department of Banking Services, Ministry of Finance, Jeevan Deep Building, Parliament Street, New Delhi.
6. The Finance Secretary, Ministry of Finance, North Block, New Delhi.
7. The Director, Intelligence Bureau, North Block, New Delhi.
8. The Joint Secretary (East Asia Division), Ministry of External Affairs, South Block, New Delhi.
9. The Joint Secretary, Foreigners Division, Ministry of Home Affairs, NDCC-II Building, Jai Singh Road, New Delhi.
10. The Joint Secretary (IS-I), Ministry of Home Affairs, North Block, New Delhi.
11. The Joint Secretary, NE Division, Ministry of Home Affairs, North Block, New Delhi.
12. The Registrar General and Census Commissioner of India, 2/A, Man Singh Road, New Delhi-110011.
13. The Secretary, His Holiness The Dalai Lama's Central Tibetan Relief Committee, Dharamsala, Himachal Pradesh.
14. Bureau of His Holiness The Dalai Lama, 10, Ring Road, Lajpat Nagar-IV, New Delhi-110024.



(Shyam Sunder)

Deputy Secretary to the Govt. of India
Tel. No. 011-23438075

**MINISTRY OF HOME AFFAIRS
(FFR DIVISION)**

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Subject: The Tibetan Rehabilitation Policy, 2014.

After the occupation of Tibet by China, 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. The issues relating to Tibetan Refugees are coordinated by His Holiness The Dalai Lama's Central Tibetan Relief Committee (CTRC) located at Dharamshala. The Government of India consults CTCRC on a regular basis to find out about the issues relating to Tibetan Refugees and the problems that they are confronted with. The Tibetan Refugees are approximately numbering 1,10,095 as per the 2009 figure. These Tibetan Refugees are located in 45 number of settlements spread out mainly in 10 States of India. Many Tibetans are also living outside these settlements.

2. The Government of India has been having a series of discussions with the representatives of the CTCRC to address the problems of the Tibetan Refugees. It was found that the level of assistance/facilities extended by the various State Governments are not uniform. Therefore it was thought appropriate to provide a uniform Guideline clearly demarcating the facilities to be extended to the Tibetan Refugees living within the jurisdiction of each State Government.

3. As such, after due consultations with the concerned State Governments and the inter-Ministerial consultations at the Government of India level, the following Guidelines are laid down in order to bring a uniformity across all the States and to improve the general satisfaction level of the Tibetan Refugees.

4. **Lease Agreement:-**

It was felt that some State Governments are not signing any lease agreement or giving any legal document to the Tibetans making it difficult for them to access various facilities associated with such documentations. Some other State Governments, who are signing the Lease Agreement, are signing in different formats and for different durations. Therefore, the Government of India found it necessary to streamline the process of giving the land documents to the Tibetan Refugees. In this connection, the following is hereby laid down:-

- (a) All State Governments must necessarily sign a lease document for the land occupied by the Tibetan Refugees as per the Standard Lease Document annexed here to as **Annexure-A**. The State Governments may make such changes in the Standard Lease Document as per their Revenue Laws.
- (b) The Lease Document should not be signed with individual Tibetans but with the duly authorized representative of the CTRC. From the State Government's side, the local District Magistrate may sign the lease deed.
- (c) The 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.
- (d) The lease should be signed for a period of 20 years or till it is revoked/ cancelled (by an order of the Government of India or till the rehabilitation facilities provided to Tibetan Refugees are cancelled or withdrawn by the Government of India) whichever is earlier.
- (e) A Rent Tenancy Certificate must be issued by the concerned State Governments as per the applicable law 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 - CTTC
- Cultivated by - (name of the Tibetan Refugee who is cultivating the land)

- (f) 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, then the State Government should relocate them by giving them a fresh piece of land of equal or larger size.
- (g) Proper demarcation, preferably with boundary fencing etc., of land allotted for Tibetan Refugee (TR) use, should be ensured by the District Administration to avoid confrontation/dispute between locals and TRs.
- (h) The Settlement/Welfare Officers of the Tibetan Settlements shall maintain a register and update the same annually, giving the details of individual/family members of the settlements to the Local District Magistrate. The local District Magistrate shall be competent to inspect the register and ensure that it is annually updated.
- (i) The State Government may consider allotting extra land depending upon the need and the population increase of the Tibetan refugees.

5. **Extending the benefit of the Central Government Schemes:-**

It has been observed that there is no uniformity in extension of benefits of Central/State Developmental Schemes to the Tibetan Refugees. The Government of India categorically wishes to clarify that the Tibetan Refugees may be extended the benefits of various **development schemes of the Government of India.**

More particularly, the benefits of the following Schemes may be extended to the Tibetan Refugees:-

- (a) Mahatma Gandhi National Rural Employment Guarantee Scheme (MNREGS):- The Scheme is a demand based scheme and is open to all the Tibetan refugees. Efforts may be initiated to sensitize such refugee habitations in different States and prepare locally appropriate plans.
- (b) Public Distribution System:- The Tibetans in India are considered Refugees and they are staying temporarily in India on humanitarian considerations. For relief and rehabilitation of these Refugees, the Govt. of India has provided land and other facilities with the objective of providing them with means of their survival. Although the National Food Security Act (NFSA) 2013 or the existing Targeted Public Distribution System (TPDS) are applicable to Indian citizens only, the State Government may consider extending the benefits of TPDS and NFSA to the Tibetan Refugee families as a welfare measure on humanitarian basis, subject to the availability of food grains.
- (c) Indira Awas Yojana (IAY):- This scheme can be extended to Tibetan Refugees also.
- (d) National Rural Livelihood Mission (NRLM):- Those identified through a participatory process are brought into the Self Help Group (SHG) network through women. Special efforts can be made in the Tibetan Refugee areas to organize the women and promote livelihood activities as appropriate to them.
- (e) Rajiv Awas Yojna (RAY).
- (f) National Rural Health Mission (NRHM).
- (g) Extension of loan facilities by the Nationalized Banks.

The above is just an illustration. Any developmental scheme in the social sector, whether of the Central Government or of the State

Government, should be considered for extending it to all the Tibetan Refugees on the basis of the Registration Certificate (RC) held by them.

6. Extension of other benefits by the State Governments:-

The State Governments are requested to extend all the benefits of the Government of India Schemes as well as their own Schemes.

The State Governments may particularly undertake the following:-

- (a) The State Governments may extend all the infrastructural facilities and basic amenities like Roads, Electrification, Drinking Water Schemes in or around the Tibetan Settlements. Special projects may be taken specific to these areas.
- (b) The State Government should also consider extending educational subsidies for education of Tibetans children in schools and Universities.
- (c) Special subsidy maybe extended for education of Tibetan students, who are pursuing professional courses like Engineering, Medicine etc.
- (d) Special programmes may be undertaken to provide skill upgradation and training to develop local talent among the Tibetan population and encourage their own local handicrafts and such other skills.
- (e) Special permission may be given and separate land be allocated to the Tibetan Refugees to run Tibetan Bazaars where they can trade in Tibetan artefacts, handlooms and handicrafts.
- (f) The local Tibetan Cooperative Societies, wherever they are existing, may be duly registered by the State Government and be extended all the benefits.

The State Government can extend a financial Grant-in-Aid to the Tibetan Cooperative Societies and make them self-sustainable.

- (g) The Tibetans may be allowed to undertake such economic activity as they may desire and to that extent such relevant papers/trade licenses/trade permission may be issued to them on the basis of the Registration Certificate (RC) held by them.
- (h) The State Governments may issue necessary directives to the district authorities/Municipal Authorities to issue such certificates that may enable the Tibetan Refugees to undertake educational/ employment/commercial activities. These may, inter alia, include issuance of Domicile Certificates, shop licenses, driving licenses, business permits, other permits etc. on the basis of their Registration Certificates (RCs).
- (i) The State Governments may also provide ration facilities through PDS channels on the basis of their Registration Certificates (RCs). The Tibetans in India are considered Refugees and they are staying temporarily in India on humanitarian considerations. For relief and rehabilitation of these Refugees, the Govt. of India has provided land and other facilities with the objective of providing them with the means of their survival. Although the National Food Security Act (NFSA) 2013 or the existing Targeted Public Distribution System (TPDS) are applicable to Indian citizens only, the State Governments may consider extending the benefits of TPDS and NFSA to the Tibetan Refugee families as a welfare measure on humanitarian basis, subject to the availability of food grains.
- (j) They may be extended bank loans from the local Cooperative Banks. They may also be provided with the facilities of Crop Loans and Crop Insurance.
- (k) They should be entitled for flood/famine relief as is extended to an Indian Citizen.

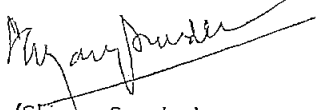
- (l) Due efforts should be made by the State Governments to provide employment to the Tibetan Refugees, who are eligible as per their qualifications, for various State Government jobs in the Health and Education fields.
- (m) Qualified professionals from amongst the Tibetan Refugees may also be permitted to pursue/take jobs in private and non-government sector in any field for which they are professionally qualified. These could be fields like nursing, teaching, Chartered Accountancy, medicine, engineering and such other skill based occupations.
- (n) Tibetan Monasteries, wherever existing, may be given such financial and infrastructural support as possible. Financial support may also be considered for the old age homes being run by the CTRC in their respective States.
- (o) Tibetan youth may be provided all such vocational training as extended to any Indian youth.

(All the above benefits/facilities should be extended to the Tibetan Refugees on the basis of their Registration Certificate (RC)).

7. Census of Tibetan Population:-

The CTRC should conduct a Census of the Tibetan Population every 5 years. Such census shall include counting the population living both inside and outside the settlements. The CTRC shall share the census figures with the Government of India and the State Governments concerned.

8. This issues with the approval of the Competent Authority.


(Shyam Sunder)

Deputy Secretary to the Government of India.

STANDARD LEASE DOCUMENT

This lease, made on this day of Two Thousand and, between the Governor of (hereinafter 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 hereinafter 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 so 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 the day of and 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, religion 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.
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 including sandalwood 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/Sandalwood trees/any other 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/sandalwood trees/any other 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. Upgradation/ 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.
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 (of the respective State Government) as amended from time to time.

SCHEDULE

District	Taluk	Town or Village	S.No.or	Boundaries		
				Block No.	Dry	Wet 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 this..... day of

Signed by Lessee

Signed by the Lessor

In the Presence of

Date
Station

- 1.
- 2.