

Chandigarh Administration
Finance Department
Notification

The 7th November, 2007

No.50/10/71-UTFI(5)-2007/6952 In exercise of the powers conferred by Section 3 and 22 of the Capital of Punjab (Development and Regulation) Act, 1952 as adapted by the Punjab Reorganization (Chandigarh) Adaptation of Laws (on State and Concurrent Subjects) Order, 1968 and all other powers enabling him in this behalf, the Administrator, Union Territory of Chandigarh, is pleased to make the following Rules: -

1. Short title & Commencement

- (i) These rules may be called the Chandigarh Estate Rules, 2007.
- (ii) These Rules shall come into force from the date of publication in the official gazette and shall apply to all allotments and/or auctions made after the said date and actions or transactions pursuant thereto and any other rules made thereunder.

2. Definitions.

The words and expressions not defined in these rules shall have the same meaning as assigned to them in the Capital of Punjab (Development and Regulation) Act, 1952.

- (i) "Act" means the Capital of Punjab (Development and Regulation) Act, 1952.
- (ii) "Consideration Money" means such amount as may be determined by the Chandigarh Administration in the case of sale/lease by allotment, and any price determined as a result of bidding in open auction in the case of sale/lease by auction.
- (iii) "Displaced Person" means any person who on account of the setting up of the dominions of India and Pakistan; or on account of civil disturbances or fear of such disturbances in any area now forming part of Pakistan has after the first day of March, 1947, left or has been displaced from his place of residence in such area and who has been subsequently residing in India, and includes any person who is resident in any place in India and who for that reason is unable or has been made unable to manage, supervise or control any immovable property belonging to him in Pakistan.
- (iv) "Form" means a form appended to these rules.
- (v) "Objectionable Trade" shall be deemed to be carried on or in any site or building, if the site or the building is used for any of the following purposes:-
 - a. melting tallow, dressing raw hides, boiling bones, offal or blood;
 - b. as a soap house, oil boiling house, dying house, or tannery;
 - c. as a brick-field, brick-kiln, charcoal-kiln, pottery or lime-kiln;
 - d. as any other manufactory, engine-house, store house or place of business from which offensive or unwholesome smells, gases, noises or smoke arise;
 - e. as a yard or deposit for trade in unslaked lime, dry straw, thatching grass, weed, charcoal or coal, or other dangerously inflammable material;

- f. as a store house for any explosive, or for petroleum or any inflammable oil or spirit.
- (vi) "Oustee" means a person whose land in the Union Territory of Chandigarh has been acquired for a public purpose and includes his/her legal heirs.
- (vii) "Premium" means the price paid or promised for the transfer of a right to enjoy immovable property under these rules.
- (viii) "Prescribed mode of payment" means payment in cash upto Rs 2,00,000/- or by demand draft drawn on any Scheduled Bank situated at Chandigarh in favour of the Estate Officer, Chandigarh Administration or by electronic transfer in the account designated by the Estate Officer, UT Chandigarh.

3. Sale/Lease by auction or allotment

The sites/buildings at Chandigarh shall be sold by the Central Government on free hold basis or lease hold basis. For the purpose of proper planning and development of Chandigarh, the Chief Administrator may reserve sites or buildings for displaced persons, oustees, group(s) of individuals or persons practising any profession or carrying on any occupation trade or business, various bodies/Associations/Trusts/ Organizations of Religious, Charitable, Cultural or Social nature, Governments and/or Semi-Government organizations or autonomous bodies or for the implementation of any scheme framed by the Chandigarh Administration.

4. Allotment by Sale/ Lease

- (i) In case of sale/lease of any site/building by allotment, the intending purchaser shall make an application to the Estate Officer in Form A.
- (ii) The Estate Officer shall, subject to such directions as may be issued by the Chief Administrator in this behalf, offer a site of the size applied for or of different size and shall intimate by registered post the number, approximate area and consideration money of the site/building and other terms and conditions of the allotment to the applicant enabling him to deposit 25% of the consideration money through demand draft, drawn on any scheduled Bank situated at Chandigarh in favour of Estate Officer U.T. Chandigarh, and call upon him/her to execute an Agreement to Sell in Form 'B' or Form B-I, as the case may be, in respect of the offered site/building within 30 days from the date of issue of the said communication. Failure on the part of the applicant to respond to the offer shall result in cancellation of the allotment of site/building. In case, the applicant fails to execute an Agreement to Sell as per the prescribed proforma, in the stipulated period the 25% of the consideration money deposited by the applicant shall be forfeited and the applicant shall have no claim to any damages.
- (iii) The remaining 75% of the consideration money shall be deposited by the intending purchaser in lump sum within 90 days of the date of the issue of the aforesaid communication by the Estate Officer by way of the prescribed mode of payment failing which the offer of allotment shall be deemed to have been cancelled and the payment made under sub-rule (ii) shall be forfeited and the intending purchaser shall have no claim to any damages.

Provided that if last day happens to be a public holiday, the next working day shall be deemed to be the last day for such payment.

Provided further that in case of allotments to Government(s) or semi- Government(s) or its autonomous bodies/ organizations, the period for the above said payment may be extended by the Chief Administrator on a written request by the organization/Department justifying the delay to the satisfaction of the Chief Administrator, subject to payment of interest @ 12% per annum for the period of delayed payment, provided that such delay shall in no case exceed one year or 12 months in the whole.

- (iv) Upon the receipt of full consideration of money, the Estate Officer shall issue allotment letter to the intending purchaser giving the terms and conditions of the allotment and calling upon him to execute a Conveyance deed / Lease deed in Form 'C' or Form 'D' as the case may be. These documents shall be issued/executed by the Estate Office and the purchaser, as the case may be, within a period of 30 days from the date of issue of the allotment letter.
- (v) Where in exchange for a site/building previously sold/leased to an applicant, a new site/building of higher valuation is allotted to him at his request, the difference in consideration money shall be payable by him in lump sum within thirty days of the date of the issue of the communication by the Estate Office.

Provided that no request for exchange will be entertained after the physical possession of site/building has been delivered.

- (vi) In the case of allotment of new site/building as referred to in sub-rule (v), all conditions, including the time limit for erection of building, relating to the previous allotment shall be applicable to the new allotment.

5. Sale/Lease by Auction

- i) In case of sale/lease by auction, the interested bidders will have to deposit an earnest money of Rupees two lakhs, in cash or by means of demand draft drawn on any Scheduled Bank situated at Chandigarh in favour of Estate Officer, U.T. Chandigarh with the Estate Officer, U.T. Chandigarh in order to become eligible for participating in the auction.
- ii) On the acceptance of the highest bid, twenty five per cent of the bid accepted by the auctioning officer shall be paid at the fall of the hammer by the highest auction purchaser by means of demand draft drawn in favour of Estate Officer UT Chandigarh.
- iii) If the auction purchaser fails to pay the amount of 25% of the auction price at the fall of hammer, the earnest money deposited under sub-rule (i) above shall be forfeited
- iv) Thereafter, an Agreement to Sell shall be executed between the Estate Officer, U.T., Chandigarh and the auction purchaser in the prescribed form as at Form-B or Form B-I, as the case may be, with a stipulation that in case of default in making timely payment of the remaining balance of 75% within the stipulated time period, the amount of 25% paid by the auction purchaser shall be forfeited. Similarly in case the Chandigarh

Administration fails to fulfill its obligation to transfer/lease out the property for any reason other than the reasons connected with public order, security of State or change in public policy, the Administration shall return the amount of 25% paid by the auction purchaser alongwith the equivalent amount deposited by him/her as damages for non-performance.

- v) The remaining 75% of the consideration money shall be deposited by the intending purchaser in lump sum within 90 days of the date of the auction by way of the prescribed mode of payment failing which the offer of allotment shall be deemed to have been cancelled and the payment made under sub-rule (ii) shall be forfeited and the intending purchaser shall have no claim to any damages.

Provided that if the last day happens to be a public holiday, the next working day shall be deemed to be the last day for such payment.

Provided further that in case of allotments to Government(s) or semi Government or autonomous bodies/ organizations, the period for the above said payment may be extended by the Chief Administrator on a written request by the organization/Department justifying the delay to the satisfaction of the Chief Administrator, subject to payment of interest @ 12% per annum for the period of delayed payment, provided that such delay shall in no case exceed one year or 12 months in the whole.

- vi) Upon the receipt of full consideration money, the Estate Officer shall issue allotment letter to the intending purchaser giving the terms and conditions of the allotment and calling upon him to execute a Conveyance deed / Lease deed in Form 'C' or Form 'D' as the case may be. These documents shall be issued/executed by the Estate Office and the purchaser, as the case may be, within a period of 30 days from the date of issue of the allotment letter.

Explanation I: The Estate Officer may withdraw any site/building that may have been put up for auction and he may accept or reject the highest bid without assigning any reason and the decision of the Estate Officer in this regard shall be final.

Explanation II: A person may be competent to bid on behalf of another person/partnership firm/company/Hindu Joint Family if he satisfies the auction officer with a proper authorization to do so before the start of the auction.

6. Delivery of Possession

Encumbrance free possession of the site/building shall be given to the allottee/lessee/transferee within 15 days of the execution of the conveyance deed/lease deed.

Provided that no ground rent payable under the rule shall be paid by the lessee till the physical possession of the site is delivered to him/her.

7. Transfer of title of the site/building (Sites/Buildings allotted on concessional rates and/ or lease hold basis) :

- (i) No site/building allotted on concessional rates and/or on lease hold basis shall be allowed to be transferred before expiry of 15 years from the date of allotment.
- (ii) In the case of transfer after the expiry of ban period of 15 years by the original transferee (allottee/lessee) by way of sale/gift/mortgage or otherwise of the site or any right, title or interest therein, 1/3rd of the unearned increase in the value i.e. the difference between the price paid by the original allottee/lessee and the market value of the site/building at the time of permission of transfer shall be paid to the Government before registering such sale or transfer. The market value of the property for this purpose shall be assessed by the Estate Officer or such other authority as may be prescribed by the Chief Administrator. The current market value of the property shall be assessed in view of the average of auction price over the last three financial years for property of the same category or on the basis of such other factors as the Estate Officer considers to be appropriate. The present value of the original premium shall be calculated by enhancing the premium by 9% per annum, compounded annually, from the date (s) of payment. The difference between these two values shall be the unearned increase. During assessment, notice shall be issued to the lessee and he shall be afforded an opportunity of being heard and the transferee shall be entitled to produce his evidence and of being heard.

Provided that 1/3rd of the unearned increase in the value will not be charged if the mortgage or charge of a site/building is created with the previous consent in writing of the Estate Officer, in favour of the Central Government, State Government, Chandigarh Administration, Life Insurance Corporation of India or any Scheduled Bank for securing a loan to be advanced by them for constructing the building on the site.

Provided further that the Government shall have the pre-emptive right to purchase the mortgaged or charged property after deducting 1/3rd of the unearned increase as aforesaid.

- (iii) Notwithstanding anything contained in this rule or in the letter of allotment or conveyance deed/lease deed, as the case may be, the addition/deletion/substitution of the name of mother, father, spouse, son and/or daughter with the permission of the Estate Officer, after the allotment of a site, shall not be construed as transfer within the meaning of sub rules (i) and (ii) above.

8. Time within which building is to be erected.

In the case of allotment/auction of site, the allottee/transferee/lessee shall complete the building, in accordance with the of Punjab Capital (Development and Regulation) Building Rules, 1952, within 3 years from the date of delivery of the possession under Rule 6. The allottee or lessee who cannot complete the building within the aforesaid time-limit may be given another opportunity to complete the building in the next five years on payment of penalty as under:-

- (i) First year (beyond the said period of three years) @ 10% of the total consideration money of the site.
- (ii) Second year @ 15 % of the total consideration money of the site
- (iii) Third year @ 20% of the total consideration money of the site
- (iv) Fourth year @ 25% of the total consideration money of the site
- (v) Fifth year @ 30% of the total consideration money of the site.

No further time whatsoever shall be granted for the purpose and in case the construction of the building is not completed within the aforesaid period, the Estate Officer may initiate proceedings under Section 8-A of the Act and the allottee/transferee/lessee shall have no claim to any damages.

9. Use of Site or Building

- (i) The allottee/lessee/transferee shall not use the site or building for a purpose other than that for which it has been allotted. In the case of commercial or industrial sites/buildings, the transferee shall not carry on any trade or industry other than as permitted under any schemes or rules notified by the competent authority.

Provided that the Chief Administrator, may, in the case of residential buildings, for reasons to be recorded in writing and with the prior approval of the Administrator, Union Territory, Chandigarh, allow any building or portion thereof to be used for a purpose other than that for which the site was allotted subject to such conditions as he may by order specify in this behalf.

- (ii) Instead of specifying any particular trade or industry, the Estate Officer may specify that the transferee shall not carry on any trade or industry other than General Trade or Special Trade, as the case may be.
- (iii) The expression General Trade and Special Trade, shall mean one or more of the trades respectively mentioned in Parts A and B of the Schedule appended to these Rules.

Provided that the competent authority may allow the conversion from one trade list to another trade list as per any Scheme notified by the Administration, subject to conditions as imposed by the competent authority.

10. Procedure in case of misuse of site/ building

- (i) When a mis-use of a site or building under rule 9, is reported or comes to the notice of the Estate Officer then, without prejudice to any action taken under Section 8-A of the Act, a notice of period not less than 15 days shall be served on the allottee/lessee(s) and on the occupier(s) of the site or building requiring that the allottee/lessee(s) and the occupier(s) shall within a period of two months, remove the said misuse and pay monthly charges @ Rs. 500/- per sq. ft. of area under misuse, which shall be paid jointly and severally by the transferee and the occupier of the site or building for every month or part thereof the misuse occurs.

Explanation : Where it is determined by the Estate Officer that the misuse is on the part of the occupier, aforesaid charges shall be recovered from the occupier only. In case of non-payment of

such charges by the occupier, the same shall be recovered as arrears of land revenue.

- (ii) The Estate Officer shall, after affording an opportunity of being heard to the allottee/lessee and the occupier, determine whether or not the mis-use has been removed. In case it has been removed, charges shall be levied from the date of issue of notice upto the date of such removal. In case it has not been removed, charges shall be levied from the date of issue of notice upto the date of such removal.
- (iii) If after the expiry of two months from the notice under sub-rule (i), the Estate Officer is satisfied, after having afforded an opportunity of being heard to the allottee/lessee(s) and the occupier(s), that the mis-use continues, then the Estate Officer may proceed under Section 8-A of the Act.
- (iv) If the mis-use occurs on the part of the occupier, or if it cannot be removed unless certain acts are done by the occupier, the Estate Officer may extend the period for such removal beyond two months, upto a period of six months provided that the occupier shall be liable to pay the charges specified in sub rule (i). If at the end of this period, the Estate Officer is satisfied that the misuse is not removed, he shall proceed in accordance with sub-rule (iii) above.
- (v) If the misuse of the site/building is established by the competent authority, the misuse charges as specified in sub-rule (i) above, shall be payable within 15 days of such order. For any delay in payment, interest shall be charged at one and a half percent for each month of delay or part thereof. If the misuse continues, the misuse charges shall be payable even beyond the period mentioned in sub-rule (iii) or (iv) above.

11. Commencement and period of lease.

In case of auction / allotment by way of lease, the lease period shall commence from the date of the execution of the lease deed and shall be for a period of 33 years, renewable for two like periods of 33 years each subject to the condition that the lessee continues to abide by all the conditions of lease at the time of such extension and during the extended period. After the expiry of the period of 99 years including two renewals mentioned above, the lease may, at the discretion of the Administration, be renewed for such further period and on such terms and conditions as the Administration may so decide.

12. Payment of Annual Ground Rent and consequences of non-payment.:-

In addition to the consideration money, whether in respect of site or building, the lessee shall be liable to pay Annual Ground Rent as under:-

- (i) Annual Ground Rent shall be 2.5% of the premium for the first 33 years, 3.75 % of the premium for the next 33 years and 5% of the premium for the remaining 33 years period of the lease.
- (ii) Annual Ground Rent shall be payable annually without any demand from the Estate Officer on the 10th day of the month following the month in which the rent becomes payable according to the English calendar.
- (iii) If the Annual Ground Rent is not paid by the due date, the lessee shall be liable to pay a penalty not exceeding 100% of the

amount due which may be imposed and recovered in the manner laid down in Section 8 of the Capital of Punjab (Development and Regulation) Act, 1952.

13. General Conditions of allotment.

- (i) Allotment may be jointly taken by more than one person. The liability to pay the premium as well as the rent and any penalty imposed under these rules shall be joint and several.

Provided that nothing contained in this sub rule and Clause II of the lease deed as appended as Form 'D' of these rules, shall apply to the allotment of any site or building to the Chandigarh Housing Board.

- (ii) Notwithstanding anything stated above, the provision of sub-rule (i) and clause II in Form 'D' of the said rules shall apply mutatis mutandis to the sub allottee/sub lessees/transferees of the Board.

- (iii) The allottee/lessee shall be liable to pay any or all such fee(s) or tax(es) as may be levied by the Central Government, Chandigarh Administration or Municipal Corporation, Chandigarh in respect of sites or buildings or both under any law.

Provided that in the case of allotment of site or building to the Chandigarh Housing Board, the liability to pay all such fee(s) or tax(es) shall be that of the sub allottee or sub lessee of the Board.

- (iv) The allotment shall be governed by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 as amended from time to time and the rules made thereunder.
- (v) The lessee/transferee shall not be allowed to place empty packing cases, baskets, or junk or any other material on the roof of the building or in the open site around it.
- (vi) The covered passage (verandah) in front of or on the sides of the building shall not be encroached upon or used for any purpose other than as a public passage.
- (vii) The right of displaying advertisement on and the use of end walls of the end sites and the benefits derived therefrom shall vest in the Administration.
- (viii) The lessee/transferee shall maintain the site/building in safe and hygienic condition.
- (ix) The Government shall not be responsible for leveling the uneven sites or for filling in sites which are at lower level than the other sites.
- (x) The Estate Officer shall be entitled at all convenient times to enter and inspect the site or building with a view to ensuring that no provision of the Capital of Punjab (Development and Regulation) Act, 1952 or the rules made thereunder including these rules, is being violated. The Estate Officer may authorize any person subordinate to him to carry out the aforesaid inspection.

- (xi) The Administrator, Union Territory, Chandigarh may in his discretion prescribe such further conditions of allotment as may be consistent with the provisions of the Capital of Punjab (Development and Regulation) Act, 1952, as amended from time to time, in the letter of allotment and lease deed /conveyance deed either generally or under any particular scheme.

14. Breach of terms and condition of allotment

- (i) Notwithstanding anything contained in these rules, the Estate Officer may, by notice in writing, cancel the allotment and forfeit 10% of the consideration money paid in addition to the recoverable dues, if any, in respect of any site or building, on the ground of default, breach or non-compliance of any of the terms and conditions of allotment or for furnishing in writing incorrect information under explanation II of rule 5.

Provided that no order regarding cancellation of lease/allotment/ forfeiture under this rule shall be made unless the lessee/transferee has been given a reasonable opportunity of being heard.

- (ii) In the event of the allotment/lease deed/conveyance deed of site/building being cancelled, the transferee/ lessee shall remove the structure at his own expense within such reasonable time, not exceeding three months, as may be prescribed by the Estate Officer, and restore possession of the site/building in the condition in which he took the same at the commencement of the allotment. If the allottee/transferee/lessee fails to remove the structure within the period mentioned above, the Estate Officer shall be competent to remove the same and recover the expenses incurred in doing so from the person whose lease had been cancelled or auction/allot the site along with the structure and after deducting the market value of the site refund the balance to the lessee. The Estate Officer shall determine the market value and his decision shall, subject to a right of appeal, be final and binding.

15. Registration and Stamp Duty

The transferee/lessee shall bear and pay all expenses in respect of execution and registration of the deed of conveyance or lease deed, as the case may be, including the stamp duty and registration fees payable in accordance with the law in force at that time.

16. Fragmentation/Amalgamation.

No fragmentation or amalgamation of any site or building shall be permitted.

Provided that amalgamation of two or more adjoining sites shall be permissible only in the case of commercial or industrial sites subject to the condition that the revised plans are approved by the competent authority, prior thereto.

Provided further that fragmentation of any site shall be allowed if such fragmentation is permitted under any scheme notified by the Administration.

17. Prohibition of Objectionable Trade

No objectionable trade shall be permitted on or in any site or building except with the previous permission in writing of the Chief Administrator

18. Appeal and Revision:

- (i) Any person feeling aggrieved by an order of the Estate Officer or of any competent authority made under these rules, may within 30 days of the date of communication of such order, prefer an appeal to the Chief Administrator in such form and manner as may be prescribed.

Provided that the Chief Administrator may entertain the appeal after the expiry of the said period of thirty days, if he is satisfied that the appellant was prevented by sufficient cause from filing the appeal in time.

- (ii) The Chief Administrator may, after hearing the appeal, confirm, vary or reverse the order so appealed and may pass such orders as he deems fit.
- (iii) The Chief Administrator may, either of his own motion or on an application received in this behalf, at any time call for the record of any proceeding in which the Estate Officer has passed an order for the purpose of satisfying himself as to the legality or propriety of such order and may pass such order in relation thereto as he thinks fit.

Provided that the Chief Administrator shall not pass any order under this rule prejudicial to any person without giving him a reasonable opportunity of being heard.

- (iv) Where a person is aggrieved by any order of the Chief Administrator under these rules, he may, within thirty days of the date of communication of such order, make an application in writing to the Advisor to the Administrator, Union Territory, Chandigarh for revision against the said order and the Advisor to the Administrator, Union Territory, Chandigarh may confirm, alter or rescind the decision of the Chief Administrator.

Provided that the Adviser to the Administrator may entertain the application after the expiry of the said period of thirty days, if he is satisfied that the applicant was prevented by sufficient cause from filing the application in time.

Provided further that the Adviser to the Administrator shall not pass any order under this rule prejudicial to any person without giving him a reasonable opportunity of being heard.

19. Power to Relax

The Administrator, Union Territory, Chandigarh, may relax all or any provisions of these rules for reasons to be recorded in writing, in public interest and in exceptional circumstances.

20. Repeal & Savings:

- i) The Chandigarh (Sale of Sites and Buildings) Rules 1960 and The Chandigarh Leasehold of Sites & Buildings Rules, 1973 are hereby repealed.
- ii) Notwithstanding such repeal, anything done or any action taken or purported to have been done or taken including any notification, order or notice made or issued or any permission, authorization or exemption granted or any document or instrument executed or any direction given under the repealed Rules shall, in so far as it is not inconsistent with the provisions of these rules, be deemed to have been done or taken under the corresponding provisions of these rules.

S.K. Sandhu,
Finance Secretary,
Chandigarh Administration.

FORM 'A'
Application for allotment of a site/building in Chandigarh except in case of Oustees).

To

The Estate Officer,
 Union Territory, Chandigarh.

Sir,

I/We..... request that I/we may be allotted a site in Chandigarh measuring sq. yards or a building having covered area measuring

2. I/We am/are displaced person/persons and enclose herewith the necessary certificate and affidavit to this effect duly attested by a Magistrate First Class/ Oath Commissioner. I/We do not own house/houses in India. (Strike out if not applicable)

3. The required information is given as under for consideration of my/our request.(in the case of registered Firms/Trusts/Association/Societies etc.)

Name of the Institution and its address	
Whether registered or not. If registered, give a copy of registration certificate	
A copy of the constitution of the Managing Body of the Institution/Society be enclosed	
Name of the members of Board of Directors of the Executive committee etc.	
Area of the site/building required (Sq. Yds.)	
Purpose for which the site/building is required. It should be given in sufficient details.	
What are the particular benefits which the allotment of the site/building would bring to the community at large. This information should be given in sufficient details.	
Total area proposed to be built (in sq.ft.) (enclose Building Plans).	
Details of funds in possession for the purpose of the site and for the construction of building or for allotment of a building. Give the proof of the statement. (Also attach a certificate from the Bank showing the balance at the Credit of Society/institution etc.)	
Do you agree that you shall not transfer any right/title in the site/building, without the permission of the Chief Administrator.	
Do you agree to complete the construction of the building within the prescribed period under the rules.	

Do you agree to pay the cost of the site/building as may be determined by the Govt.	
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4. My/Our profession/professions is/are
5. I/We will pay the consideration money in the manner as laid down in the rules and will also pay the annual ground rent in case of leased out site/building
6. I/We agree to abide by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and rules made thereunder as amended from time to time.
6. I/We have not been allotted any site/building in Chandigarh so far.

Signature(s)
Name(s) IN BLOCK LETTERS
(Address)

Dated:

FORM B
AGREEMENT TO SELL

This agreement to sell is being executed on ____ day of _____, 200 , at Chandigarh, between _____ (hereinafter called as the Seller), which term shall where the context so admit, include its representatives, successors, etc. of the one part;

AND

_____ (hereinafter called as the Purchaser/bidder), which term shall where the context so admits, includes his/their heirs, legal representatives, executors, successors, administrators etc. of the other part.

Whereas the seller is the absolute owner of _____ measuring _____, situated in _____. The said property is free from all sorts of encumbrances. The purchaser/bidder has applied for allotment/has given the highest bid for allotment of the above mentioned site/building and his application for allotment of site/building or his highest bid for allotment of site/building has been accepted by the seller on the terms and conditions as enumerated below:-

1. That the total consideration money has been fixed at Rs. _____ (Rupees _____), in respect of the site/building No.-----Sector -----Chandigarh measuring -----sq. yards out of which a sum of Rs. _____ (Rupees _____) being 25% amount of the total consideration money has been paid by the purchaser/bidder. The seller hereby acknowledges the receipt of the same.
2. That the balance amount of 75% of the consideration money shall be paid by the purchaser/bidder in 90 days in terms of the provisions of the Chandigarh Estate Rules, 2007.
3. That failure on the part of the purchaser/bidder to deposit 75% of the consideration money within the prescribed period of 90 days shall result in cancellation of the allotment of site/building, as the case may be, and the 25% amount deposited by him/her shall be forfeited to the Seller and the intending purchaser/bidder shall have no claim to any damages.
4. That similarly on the failure on the part of the Seller to fulfill its obligation to transfer the property for any reason other than the reasons connected with public order, security of State or change in public policy, the seller shall return the amount of 25% paid by the purchaser/bidder along with the equivalent amount deposited by him/her as damages for non performance.
5. That the purchaser/bidder shall abide by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the Chandigarh Estate Rules, 2007, as amended from time to time.
6. That this agreement to sell has been prepared in duplicate and each party has kept a copy of the same.

In witness whereof both the parties have signed this Agreement to sell on the day,.....of the monthof the year.....aforementioned.

Seller

Purchaser

Witness No.1.

Witness No. 1

Witness No.2.

Witness No. 2

FORM B-I
AGREEMENT TO TRANSFER LEASE HOLD RIGHTS

This Agreement to Transfer Lease Hold Rights is being executed on _____ day of _____, 200____, at Chandigarh, between _____ (hereinafter called as the Lessor), which term shall where the context so admit, include its representatives, successors, etc. of the one part;

AND

_____ (hereinafter called as the Lessee/Bidder), which term shall where the context so admits, includes his/their heirs, legal representatives, executors, successors, administrators etc. of the other part.

Whereas the Lessor is the absolute owner of _____ measuring _____, situated in _____. The said property is free from all sorts of encumbrances. The lessee/bidder has applied for transfer of lease hold rights in respect of site/building-----Sector -----, Chandigarh and his application for transfer of lease hold rights has been accepted by the Lessor on the terms and conditions as enumerated below:-

1. That the total consideration money has been fixed at Rs. _____ (Rupees _____), in respect of the site/building No.-----Sector -----Chandiigarh measuring -----sq. yards out of which a sum of Rs. _____ (Rupees _____) being 25% amount of the total consideration money has been paid by the lessee/bidder. The Lessor hereby acknowledges the receipt of the same.
2. That the balance amount of 75% of the consideration money shall be paid by the lessee/bidder in 90 days in terms of the provisions of the Chandigarh Estate Rules, 2007.
3. That failure on the part of the lessee/bidder to deposit 75% of the consideration money within the prescribed period of 90 days shall result in cancellation of the allotment of site/building, as the case may be, and the 25% amount deposited by him/her shall be forfeited to the Lessor and the intending lessee/bidder shall have no claim to any damages.
4. That similarly on the failure on the part of the Lessor to fulfill its obligation to transfer the lease hold rights in the property for any reason other than the reasons connected with public order, security of State or change in public policy, the lessor shall return the amount of 25% paid by the lessee/bidder along with the equivalent amount deposited by him/her as damages for non performance.
5. That the lessee/bidder shall abide by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the Chandigarh Estate Rules, 2007, as amended from time to time.
6. That this agreement to transfer lease hold rights has been prepared in duplicate and each party has kept a copy of the same.

In witness whereof both the parties have signed this Agreement to transfer the lease hold rights on the day,.....of the monthof the year..... aforementioned.

Seller

Purchaser

Witness No.1.

Witness No. 1

Witness No.2.

Witness No. 2

FORM 'C'
Deed of Conveyance of site or building erected thereon

Deed of Conveyance of a site/Building _____ sold by allotment to be used as a site/building for residential/commercial/Industrial/Religious/Cultural/Social/ Educational purpose in Chandigarh.

This indenture made on the _____ day of _____ 20____, between the President of India (hereinafter called the Vendor) of the one part, and _____ son/daughter/wife of _____ in the Union Territory of Chandigarh _____ (hereinafter called the allottee/ transferee) of the other part.

Whereas the site/building hereinafter described and intended to be hereby conveyed was owned by the Vendor in full proprietary rights;

And whereas, the Central Government has sanctioned the sale of a site to the transferee in consideration of a sum of Rs. _____ (Rupees _____) for the purpose of constructing a _____ (state here house, shop, factory, temple, sarai, school etc. as the case may be) and using the same exclusively for _____ (state here residence, trade, industry, workshop, institution etc. as the case may be) ;

OR

And whereas, the Central Government has sanctioned the sale of a building to the transferee in consideration of a sum of Rs. _____ (Rupees _____) for the purpose of _____ (state here house, shop, factory, temple, sarai, school etc. as the case may be) and using the same exclusively for _____ (state here residence, trade, industry, workshop, institution etc. as the case may be) ;

(strike out which is not applicable)

And whereas, the allottee/ transferee has paid aforesaid consideration money amounting to Rs. _____ (Rupees _____) being the sale price of the allotted site/building (as the case may be).

Now, therefore, this indenture witnessed that for the purpose of carrying into effect the said rule and in consideration of the covenants of the transferee hereunder contained and of the said sum of Rs. _____ (Rupees _____) paid by the transferee (the receipt of which the vendor hereby acknowledges), the vendor hereby grants and conveys unto the transferee all that piece or parcel of site/Building No. _____ Sector _____ measuring square yards and more particularly described in the plans filed in the office of the Estate Officer signed by the Estate Officer and dated the _____ day of _____, 200__ (hereinafter called the said site/Building).

To have and to hold the same unto and to the use of the allottee/ transferee subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them, that is to say:-

- 1.(a) The transferee enjoy the right of possession and enjoyment so long as he abides by the terms and conditions of sale of the

site/Building and the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and rules made thereunder.

(b) The vendor shall have a first and paramount charge over the said Site/Building and the allottee/transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the site/building or any right, title or interest therein without the prior consent of the Estate Officer.

OR

In the case of ban on the sale/transfer of the site/building, the allottee/transferee shall not or otherwise transfer his/her right in the site/building or part thereof for a period of 15 years from the date of allotment of site/building . After the expiry of this period, the allottee/transferee shall be allowed by Estate Officer to sell/transfer his /her rights in the site or building to any other party subject to the condition that $\frac{1}{3}^{\text{rd}}$ of the unearned increase in the value i.e. the difference between the price paid by the original allottee/transferee and the market value of the site/building at the time of permission of transfer shall be paid to the Government before registering such sale or transfer.

Provided that the Government shall have the pre-emptive right to purchase the mortgaged or charged property after deducting $\frac{1}{3}^{\text{rd}}$ of the unearned increase as aforesaid.

Provided that notwithstanding any thing contained in sub clause (b) above, the allottee/transferee may, with the previous consent in writing of the Estate Officer, mortgage or charge the site/building in favour of the Central Government, State Government, Chandigarh Administration, Life Insurance Corporation of India or any Scheduled Bank, any body Corporate created under a State/Central Act or any body corporate/undertaking wholly owned by Government for securing a loan to be advanced by them for constructing the building on the site or for renovation of the building, as the case may be.

Provided further that Government's right to the recovery of $\frac{1}{3}^{\text{rd}}$ of unearned increase shall apply equally to an involuntary sale or transfer whether it be by or through an executing or insolvency Court.

- (2) The Vendor reserves to himself all mines and minerals whatsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same at all such time and in such manner as the Vendor shall think fit, with power to carry out any surface or any part underground workings, and to let down the surface of all or any part of the said site and to sink pits, erect building, construct lines, and generally appropriate and use the surface of the said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exception and reservation hereinafter contained:

Provided that the allottee/ transferee shall be entitled to receive from the Vendor such payment for the occupation by him of the surface and for the damage done to the surface or to the

buildings on the said site by such works or workings of letting down as may be agreed upon between the Vendor and the transferee or failing such agreement as shall be ascertained by reference to arbitration.

(strike out in the case of sale of building)

- (3) The allottee/ transferee shall pay all such fee or taxes as may be levied for the time being, imposes or assessed on the said site/building by competent authority in respect of the site/buildings or both under any law.
- (4) The allotment may be jointly taken by more than one person but the liability to pay any dues as well as the penalties imposed under these rules shall be joint and several.
- (5) The allottee/transferee shall not place empty packing cases, baskets, or junk or any other material on the roof of the building or in the open site around it.
- (6) The covered passage verandah in front of or on the sides of the building shall not be encroached upon or used for any purposes other than as a public passage.
- (7) The right of displaying advertisement on and the use of end walls of the end sites/Buildings and the benefits deprived there from shall vest in the Administration.
- (8) The allottee/transferee shall maintain the site/building in safe and hygienic condition.
- (9) The Government shall not be responsible for leveling the uneven sites or for filling in sites which are at lower level than the other sites.
- (10) The allottee/transferee shall ,within three years from the date of execution of deed of conveyance, complete the construction of _____ (state here House, Shop, Factory, Temple, Sarai, School etc. as the case may be) on the said site in accordance with the Punjab Capital (Development and Regulation) Building Rules, 1952. (not applicable in the case of allotment of building)
- (11) The allottee/transferee may, before the erection of the permanent building is commenced or completed, pitch a tent or erect temporary sheds or Kacha Building for the purpose of erecting a building on the said site.
- (12) The Vendor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours notice in writing, enter in and upon any part of the said site or building erected thereon for the purposes of ascertaining that the allottee/transferee has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.
- (13) The vendor shall have full right, power and authority at all times to do, through officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms /conditions, and reservations herein contained and to recover from the transferee as a first charge

upon the said site the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.

- (14) In the event of any breach by the allottee/transferee of any of the terms and conditions contained in this deed and to be performed and observed by him, it shall be lawful for the Estate Officer notwithstanding the waiver of any previous cause or right for re-entry, to enter into and upon the said site or building thereon or any part thereof and to repossess retain and enjoy the same as to his former estate and the allottee/transferee shall not be entitled to a refund of the purchase money or any part thereof or to any compensation whatsoever on account of such resumption.
- (15) Whenever the title of the allottee/transferee in the site or building is transferred in any manner whatsoever the allottee/transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefor.
- (16) Whenever the title of the allottee/transferee in the site or building is transferred in any manner whatsoever, the allottee/ transferee shall, within three months of the transfer, give notice of such transfer in writing to the Estate Officer.

In the event of the death of the allottee/transferee, the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the Estate Officer. The transferee or the person on whom the title devolves as the case may be shall supply to the Estate Officer certified copies of the document (s) evidencing the transfer or devolution.

- (17) The allottee/transferee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which may at any time hereafter be assessed, charged or imposed upon the site/building hereby demised or on the landlord or tenant in respect thereof.
- (18) All arrears of any payments due in respect of the site/building thereby demised shall be recoverable in the same manner as arrears of land revenue.
- (19) The allottee/transferee shall not without sanction or permission in writing of the proper authority erect or re-erect any building or make any alteration or addition to such building on the site or building .
- (20) The allottee/transferee shall not without the written consent of the Estate Officer carry on, or permit to be carried on, on the plot or in any building thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than mentioned in this deed or do or suffer to be done therein any thing whatsoever or which in the opinion of the Estate Officer may be a nuisance, annoyance or disturbance to the Estate Officer and persons living in the neighbourhood.
- (21) The allottee /transferee shall at all reasonable times grant access to the plot to the Estate Officer for being satisfied that the covenants and conditions, herein have been and are being complied with.

- (22) The allottee/transferee shall on the determination of this deed peaceably yield up the said plot unto the Estate Officer
- (23) In the event of the allotment/sale of a site being cancelled, the allottee/transferee shall remove the structure at his own expense within such reasonable time, not exceeding three months as may be prescribed by the Estate Officer and restore possession of the site in the condition in which he took the same at the commencement of the allotment. If the allottee/transferee fails to remove the structure within the period mentioned above, the Estate Officer shall be competent to remove the same and recover the expenses incurred in doing so from the person whose allotment had been cancelled or auction/allot the site along with the structure and after deducting the market value of the site, refund the balance to the allottee/transferee. The Estate Officer shall determine the market value and his decision shall be subject to a right of appeal under the Chandigarh Estate Rules, 2007, be final and binding.

OR

In the event of the allotment/sale of a building being cancelled, the allottee/transferee shall remove the infra-structure at his own expense within such reasonable time, not exceeding three months as may be prescribed by the Estate Officer and restore possession of the building in the condition in which he took the same at the commencement of the allotment. If the allottee/transferee fails to remove the infrastructure within the period mentioned above, the Estate Officer shall be competent to remove the same and recover the expenses incurred in doing so from the person whose allotment had been cancelled or auction/allot the building along with the infra-structure and after deducting the market value of the building, refund the balance to the allottee/transferee. The Estate Officer shall determine the market value and his decision shall be subject to a right of appeal under the Chandigarh Estate Rules, 2007, be final and binding.

- (24) If it is discovered that the allotment has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud or if there shall have been in the opinion of the Estate Officer, whose decision shall be final, any breach by the allottee/transferee or by any person claiming through or under him of any of the covenants or conditions contained herein and on his part to be observed or performed, then and in any such case it shall be lawful for the Estate Officer notwithstanding the waiver of any previous cause or right for re-entry upon the plot hereby demised and the building thereon to re-enter upon and take possession of the plot and the buildings and fixtures thereon, and thereupon this deed and everything herein contained shall cease and determine and the allottee/transferee shall not be entitled to any compensation whatsoever nor to the return of any money paid by him.

Provided that notwithstanding anything contained herein to the contrary, the Estate Officer may without prejudice to his rights of re-entry aforesaid, and in his absolute discretion waive or condone breaches temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by him.

No forfeiture or re-entry shall be effected until the Estate Officer has served the allottee/transferee a notice in writing :

- (a) specifying the particular breach complained of; and
 - (b) if the breach is capable of remedy requiring the allottee/transferee to remedy the breach, and the allottee/transferee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy and in the event of forfeiture or re-entry the Estate Officer may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.
- (25) All notices, orders, directions, consents or approvals to be given under this deed shall be in writing and shall be signed by such officer as may be authorised by the Chief Administrator and shall be considered as duly served upon the allottee/transferee or any person claiming any right to the plot if the same shall have been affixed to any building or erection whether temporary or otherwise upon the plot or shall have been delivered at or sent by post to their residence, office or place of business or last known residence, office or place of business of the allottee/transferee of such person.
- (26) All powers exercisable under this deed may be exercised by the Chief Administrator, U.T. Chandigarh. The Government may also authorise any other officer to exercise all or any of the powers exercisable by him under this deed.
- (27) In this deed the expression "Chief Administrator" means the Chief Administrator for the time being or, in case his designation is changed or his office is abolished, the officer who for the time being is entrusted whether or not in addition to other functions, with the functions similar to those of the Chief Administrator by whatever designation such officer may be called. The said expression shall further include such officer as may be designated by the Government to perform the functions of the Chief Administrator under this deed.
- (28) The expression "The Chief Administrator" and "The allottee/transferee" hereinbefore used shall where the context so admits include, in the case of the Chief Administrator his successors and assigns, and in the case of the allottee/transferee his heirs, executors, administrators or legal representatives and the person or persons in whom the deed hold interest hereby created shall for the time being be vested by assignment or otherwise.
- (29). This deed of conveyance is granted under the Capital of Punjab (Development and Regulation) Act, 1952, as amended from time to time.

In witness whereof the parties hereto have hereunder respectively subscribed their names at the places and on the dates hereinafter in each case specified

Signed by the said

at on the (allottee/Transferee)
.....
day of 20.....

In the presence of :-

Witnesses :-

Name
Residence (Signature)
Occupation

One of these witnesses must be a Magistrate (with his court seal) if the deed is not executed before the Estate Officer

Name
Residence (Signature)
Occupation

Signed by, for and on behalf of the President of India and setting under his authority at

the day of20...

(Estate Officer)

In the presence of

Witnesses –

Name
Residence (Signature)
Occupation

Name
Residence (Signature)
Occupation

FORM 'D'**Lease deed in respect of allotment of site/building**

THIS DEED made this.....day of..... 20..... BETWEEN THE PRESIDENT OF INDIA (hereinafter called "The Lessor") of the one part and Shri/Smt..... s/o/D/o/Wife of.....(hereinafter called the "Lessee") of the other part.

Whereas the Lessee has applied to the Lessor for the grant of a lease of the plot of a land, belonging to the Lessor, hereinafter described, and the Lessor has on the faith of the statements and representations made by the Lessee accepted such application and has agreed- to demise the said plot to the Lessee in the manner hereinafter appearing.

OR

Whereas the Lessee has applied by bid at public auction to the Lessor for grant of a lease of the plot of a land, belonging to the Lessor hereinafter described and the Lessor has accepted such application and has agreed to demise the said plot to the Lessee in the manner hereinafter appearing.

And whereas the Lessee has paid a sum of Rs.....
 . . . (Rs. only) being the consideration money. Now this Deed witnesseth that for the purpose, of carrying into effect the said lease and in consideration of the covenants of the lessee hereunder contained and of the said sum of Rs.....(Rupees.....) paid by the lessee (the receipt of which the Lessor hereby acknowledges) and of the annual ground rent hereinafter reserved and of the covenants of the lessee, hereinafter contained, the Lessor doth hereby demise unto the lessee all that plots of land being the residential/commercial/industrial plots No. Sector containing by a measurement an area of..... Square yard/Metres or thereabout situated atwhich plot is more particularly described in the plan filed in the office of the Estate Officer, Chandigarh, signed by the Estate Officer, Chandigarh on the.....day of.....20.....TOGETHER with all rights, easements and appurtenances whatsoever to the said plot belonging or pertaining to hold the premises hereby demised unto the lessee for 33 years from the date of execution of lease deed, renewal for two like periods of 33 years each subject to the condition that the lessee continues to abide by all the conditions of lease at the time of such extension and thereafter to hold the same at the discretion of the Administration for such further period and on such terms and conditions as the Administration may so decide and YIELDING AND PAYING therefor annual ground rent at the rate of 2-1/2 % of the consideration money for the initial 33 years, 3- 3/4% of the consideration money for the next 33 years and at 5% of the consideration money for the remaining 33 years of the lease. The annual ground rent shall start accruing from the date of execution of lease deed, namely, the.....day of.....two thousand.....and shall become due on the first anniversary of the date of execution of the lease deed and be payable on the 10th day of the month following the month in which the amount becomes payable according to the English calendar.

Subject always to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say as follows :

- I. The Lessor excepts and reserves unto himself all mines, minerals, coals, gold, washing, earth oils and quarries in or under the plot and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working,

obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot or for any building for the time being standing thereon provided always that the lessor shall make reasonable compensation to the lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

(Not applicable in the case of allotment of a building)

II. The Lessee for himself, heirs, executors, administrators and assigns covenant with the Lessor in the manner following, that is to say :

(1) The Lessee shall pay without demand unto the lessor the annual ground rent hereby reserved within the time hereinbefore appointed and in the manner laid down in the Chandigarh Estate Rules, 2007

(2) The lessee shall not deviate in any manner from the layout plan nor alter the size of the plot whether by sub- division, amalgamation or otherwise

(3) The lessee shall, within a period of three years from the date of execution of lease deed, after obtaining sanction to the building plan with necessary designs, plans and specifications from the Estate Officer at his own expense, erect upon the plot and complete it in a substantial and workman like manner residential/ commercial/industrial with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan and to the entire satisfaction of the Estate Officer. **(Not applicable in the case of allotment of a Building)**

(4) (a) The lessee shall not sell or otherwise transfer his/her right in the site/building or part thereof for a period of 15 years from the date of allotment of site/building. After the expiry of this period, the lessee may be allowed by Estate Officer to sell or transfer his/her rights in the site/building to any other party subject to the condition that 1/3rd of the unearned increase in the value i.e the difference between the consideration money paid by the original lessee and the market value of the site/building at the time of permission of transfer shall be paid to the Chandigarh Administration before registering such sale or transfer. The market value of the property for this purpose shall be assessed by the Estate Officer or any other authority which may be appointed by the Chief Administrator whose decision shall be final and binding on the lessee

Provided that in the event of the consent being given the Lessor shall be , entitled to claim and recover 1/3rd of the unearned increase in the value (i.e. difference between the premium paid by the original lessee and the market value) of the site/building at the time of transfer or assignment and the decision of the Lessor in respect of the market value shall, subject to the Chandigarh Estate Rules, 2007 , be final and binding:

Provided further that the Lessor shall have the pre-emptive right to purchase the property after deducting 1/3rd of the unearned increase as aforesaid.

Provided further that the Lessor's right to the recovery of 1/3rd of unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply, equally to an

involuntary sale or transfer whether it be by or through an executing or insolvency court.

(4) (b) Notwithstanding anything contained in sub-clause (a) above the Lessee may, with the previous consent in writing of the Estate Officer, mortgage or charge the plot in favour of the Central Government, State Government, Chandigarh Administration, Life Insurance Corporation of India, any Scheduled Bank, any body Corporate created under a State/Central Act or any body corporate/undertaking wholly owned by Government for securing a loan to be advanced by them for constructing the building on the plot.

(5) Whenever the title of the Lessee in the plot is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefor.

(6) Whenever the title of the lessee in the plot is transferred in any manner whatsoever the transferrer and the transferee shall, within three months of the transfer, give notice of such transfer in writing to the Lessor. In the event of the death of the Lessee, the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the Lessor. The transferee or the person on whom the title devolves as the case may be shall supply the Lessor certified copies of the document (s) evidencing the transfer or devolution.

(7) The lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which may at any time hereafter during the continuance of this lease be assessed, charged or imposed upon the building hereby demised or on the landlord or tenant in respect thereof.

(8) All arrears of annual ground rent and other payments due in respect of the plot thereby demised shall be recoverable in the same manner as arrears of land revenue.

(9) The lessee shall in all respect comply with and be bound by the Capital of Punjab (Development and Regulation) Act, 1952 and the rules made thereunder.

(10) The lessee shall not without sanction or permission in writing of the proper authority erect any building or make any alteration or addition to such building on the plot.

(11) The lessee shall not without the written consent of the lessor carry on, or permit to be carried on, on the plot or in any building thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than mentioned in this deed or do or suffer to be done therein any thing whatsoever or which in the opinion of the lessor may be a nuisance, annoyance or disturbance to the lessor and persons living in the neighbourhood.

(12) The lessee shall at all reasonable times grant access to the plot to the Estate Officer for being satisfied that the covenants and conditions, herein have been and are being complied with.

(13) The Lessee shall on the determination of this lease peaceably yield up the said plot unto the Lessor.

(14) In the event of the lease of the site being cancelled, the lessee shall remove the structure at his own expense within such reasonable time, not exceeding three months as may be prescribed by the Estate Officer and restore possession of the site in the condition in which he took the same at the commencement of the lease. If the lessee fails to remove the structure within the period mentioned above, the Estate Officer shall be competent to remove the same and recover the expenses incurred in doing so from the person whose lease had been cancelled or auction/allot the site along with the structure and after deducting the market value of the site, refund the balance to the lessee. The Estate Officer shall determine the market value and his decision shall subject to a right of appeal under the Chandigarh Estates Rules, 2007, be final and binding.

or

In the event of the lease of the building being cancelled, the lessee shall remove the infrastructure at his own expense within such reasonable time, not exceeding three months as may be prescribed by the Estate Officer and restore possession of the building in the condition in which he took the same at the commencement of the lease. If the lessee fails to remove the infrastructure within the period mentioned above, the Estate Officer shall be competent to remove the same and recover the expenses incurred in doing so from the person whose lease had been cancelled or auction/allot the building along with the structure and after deducting the market value of the site, refund the balance to the lessee. The Estate Officer shall determine the market value and his decision shall subject to a right of appeal under the Chandigarh Estates Rules, 2007, be final and binding.
(strike out which is not applicable)

(15) If the annual ground rent hereby reserved or any part thereof shall at any time be in arrears and unpaid within the period hereinbefore mentioned, the lessee shall be liable to pay a penalty not exceeding 100% (One hundred per cent) of the amount due which may be imposed and recovered in the manner laid down in Section 8 of the Capital of Punjab (Development and Regulation) Act, 1952 as amended from time to time. Further if it is discovered that this lease has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud or if there shall have been in the opinion of the lessor, whose decision shall be final, any breach by the lessee or by any person claiming through or under him of any of the covenants or conditions contained herein and on his part to be observed or performed, then and in any such case it shall be lawful for the lessor notwithstanding the waiver of any previous cause or right for re-entry upon the plot hereby demised and the building thereon to re-enter upon and take possession of the plot and the buildings and fixtures thereon, and thereupon this lease and everything herein contained shall cease and determine and the Lessee shall not be entitled to any compensation whatsoever nor to the refund of any consideration money paid by him.

Provided that notwithstanding anything contained herein to the contrary, the lessor may without prejudice to his rights of re-

entry aforesaid, and in his absolute discretion waive or condone breaches temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by him.

(16) No forfeiture or re-entry shall be effected until the lessor has served the lessee a notice in writing :

(a) specifying the particular breach complained of; and

(b) if the breach is capable of remedy requiring the lessee to remedy the breach, and the lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy and in the event of forfeiture or re-entry the lessor may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.

(17) All notices, orders, directions, consents or approvals to be given under this lease shall be in writing and shall be signed by such officer as may be authorized by the Chief Administrator and shall be considered as duly served upon the lessee or any person claiming any right to the plot if the same shall have been affixed to any building or erection whether temporary or otherwise upon the plot or shall have been delivered at or sent by post to their residence, office or place of business or last known residence, office or place of business of the lessee of such person.

(18) All powers exercisable by the lessor under this lease may be exercised by the Chief Administrator. The lessor may also authorise any other officer to exercise all or any of the powers exercisable by him under this Lease.

(19) In this lease, the expression "Chief Administrator" means the Chief Administrator for the time being or, in case his designation is changed or his office is abolished, the officer who for the time being is entrusted whether or not in addition to other functions, with the functions similar to those of the Chief Administrator by whatever designation such officer may be called. The said expression shall further include such officer as may be designated by the lessor to perform the functions of the Chief Administrator under this lease.

(20) The expression "The Lessor" and "The Lessee" hereinbefore used shall where the context so admits include, in the case of the lessor his successors and assigns, and in the case of the lessee his heirs, executors, administrators or legal representatives and the person or persons in whom the lease hold interest hereby created shall for the time being be vested by assignment or otherwise.

(21) This lease is granted under the Capital of Punjab (Development and Regulation) Act, 1952, as amended from time to time.

IN WITNESS WHEREOF Sh.....for and on behalf of and by the order and direction of the lessor has hereunto set his hands and Shri/Shrimati.....the lessee, has hereunto set his/her hand on the day and year first above written.

Signed by Shri.....
for and on behalf of and by the order and
direction of the President of India in the presence of:-

(Estate Officer)
LESSOR

Signed by Shri/Shrimati.....

LESSEE

In the presence of

1.Shri Full Address

(Signature)

2.Shri Full Address

(Signature)

SCHEDULE

(A) NEW GENERAL TRADE

Display/Sale of

1. Aerated Water, non-alcoholic beverages
2. Artwares
3. Bakery products and confectionery goods
4. Books and Stationery including drawing instruments, rubber stamps, computer software.
5. Crockery and Utensils
6. Domestic Appliances and Gadgets
7. Electrical Goods/Radios
8. Furniture
9. General merchandise
10. Hats, caps, turbans including embroidery
11. Computer equipment, telecom equipment, electronic equipment
12. Ice, Ice cream, milk products
13. Medicines, surgical, hospital equipment
14. Ornaments and jewellery
15. Pan, Biri, Cigarettes and Tobacco
16. Photo and Mirror frames
17. Photographic goods
18. Packaged poultry, fish & meat products
19. Provisions including toiletries
20. Readymade garments, fabrics, textiles , hosiery goods
21. Alcoholic beverages, wine, liquor
22. Sports goods, musical instruments
23. Sewing machine
24. suitcase, boxes
25. Seeds, flowers, plants
26. Shoes and leather goods
27. Audio visual media including cassettes, CDs, DVDs, Films, Tapes, Records.

Professionals

28. Architects
29. Barbers
30. Doctors
31. Photographers
32. Opticians
33. Pen repairers
34. Tailors
35. Watch repairers
36. Travel agents, tour operators
37. Computer Service, networking service, business services, software services, Internet services, cyber cafes
38. Accountants, Auditors, Lawyers, Management Consultants, Consulting service
39. Medical Laboratories, Diagnostic Centres

Manufacture/Manufacture and sale of

40. Aerated water
41. Artificial teeth
42. Artwares
43. Bomboo and cane products
44. Ban, Charpai and ropes
45. Card board and paper products
46. Cotton and silk cordages
47. Dolls
48. Educational and school drawing instruments
49. Embroidered valvet shoes
50. Furniture
51. Gold and silver foil-zari work
52. Hats, caps, turbans including embroideries

53. Hosiery including knitted garments
54. Ice, Ice-cream and Cremary
55. Iron buckets and tubs
56. Ink
57. Jewellery ornaments
58. Lacker work bangles
59. Musical instruments
60. Photo and Mirror frames
61. Photographic goods
62. Radio assembling & Parts (small scale)
63. Rubber Stamps
64. Scent
65. Sewing machines, assembling and repair
66. Small domestic appliances and gadgets
67. Shoes
68. Steel wire products
69. Suit cases and boxes
70. Sports goods
71. Trunks
- Processing**
72. Book binding, embossing
73. cycle repair
74. Electroplating
75. Fruit preservation
76. General jobing and machine shops including grinding and drilling machines and welding
77. Handlooms
78. Ivory carving
79. Metal polishing
80. Oil expeller (Kohlu)
81. Optical lens grinding, watch and pen repairing
82. Painting including sign boards printing
83. Stone repairs
84. Tin repairing
- Professions**
85. Bharbhunja
86. Iron mongers
87. Laundry and Dry Cleaners
88. Locksmith
- Miscellaneous**
89. Bakery
90. Building material
91. Coal Depot
92. Excise Vends
93. Grain (whole-sale)
94. Iron and steel merchants
95. Motor/Scooter/Tractor/Engine/Pump show rooms
96. Printing Press, Photocopying, Reprographics
97. Restaurants
98. Timber
99. Transport site
100. Fruit and Vegetables
101. Computer Training Centres and Academic Coaching Centres
102. Entertainment Centres, Video Game Parlours, Indoor Games
103. Fitness Centres, Health Centres, Indoor Gymnasiums
104. Lodging House, Guest House, Hotel
105. Banks, Financial Services, Stock Brokers, Mutual Funds
106. Telecom Call Centres, Mobile Telephone Services and Centres
107. Any other trade which is not covered under “New Special Trade” specified hereunder.

(B) NEW SPECIAL TRADE CATEGORY

1. Atta Chakki, Rui Penja
2. Scooter/Car Repair
3. Tent/Utensils Hire Services
4. Meat /Fish
5. Automobile Spare Parts
6. Kabari
7. Halwai Shops and Dhabas