Chandigarh Allotment of Low Cost Tenements on Lease and Hire Purchase Basis Scheme, 1979

PUNJAB India

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Rule CHANDIGARH-ALLOTMENT-OF-LOW-COST-TENEMENTS-ON-LEASEof 1979

- Published on 31 October 1979
- Commenced on 31 October 1979
- [This is the version of this document from 31 October 1979.]
- [Note: The original publication document is not available and this content could not be verified.]

Chandigarh Allotment of Low Cost Tenements on Lease and Hire Purchase Basis Scheme, 1979Published vide Chandigarh Administration Gazette Extraordinary dated 31.10.1979 Pages 451-459No. 8993-UTFI(5)-79/15884 - The Chief Commissioner, Chandigarh with a view to provide sense of belonging to the occupants of low cost tenements at Chandigarh, is pleased to make the following scheme for allotment of low cost tenements on lease-hold and hire purchase basis.

1.

(1) This scheme may be called the Chandigarh Allotment of Low Cost Tenements on Lease and Hire Purchase Basis Scheme, 1979.

2.

In this scheme, unless the context otherwise requires:-(a)"Allotment" means allotment of a tenement on lease-hold and hire-purchase basis under the this scheme.(b)"Hire Purchase Period" means such period as may be specified for continuance of tenancy and on the expiry of which hirer becomes owner (attains lease-hold rights for 99 years) after payment of all dues and execution of conveyance/lease deed.(c)"Hirer" means a person who has signed the Hire Purchase Tenancy Agreement.(d)"Hire Purchase System" means a system in which hirer after having paid 25% of the price of tenement executes a hire purchase tenancy agreement.(e)"Hire Purchase Tenancy Agreement" means as agreement between the Chandigarh Administration and hirer in the prescribed form.(f)"Penalty" means an additional amount as laid down in the relevant agreement

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payable by the hirer as a consequence of his default in the payment of prescribed dues.(g)"Premium" means the price paid or promised to be paid for the transfer of right to use the tenement.(h)"Lease" means the transfer by or on behalf of Chandigarh Administration, of the right to use and occupation of any tenement to any person and the term "Lessee" shall be construed accordingly.(i)"Lessee Deed" means the deed in from 'C' appended to these rules.All other words and expressions used in this scheme shall have the meaning assigned to them under the Capital of Punjab (Development and Regulation) Act, 1952 and the rules framed thereunder.

3.

The Chandigarh Administration may demise low cost tenements on lease-hold and hire-purchase basis to the occupants in order to provide them better civic conditions and one and hygienic surroundings had been rehabilitated in such tenements on rental basis.

4. Premium.

- The premium for allotment of low cost tenements under his scheme, shall be determined by the Estate Officer in such manner as may be directed by the Chief Administrator from time to time.

5.

The Estate Officer shall realise the premium in such number of instalments as may be determined by the Chief Administrator.

6.

The Estate Officer shall have the powers:-(a)to make the allotment of tenements:(b)to receive all payments of money under this Scheme;(c)to re-enter, re-take or resume possession of any tenement whenever required or to order removal of persons in unauthorised occupation of the tenement;(d)to issue notices to the allottees/occupants of tenements for or in connection with the recovery of premium along with interest, ground rent, electricity charges or any other dues or for ejectment, re-entry or re-taking possession of tenements for the breach of any other terms and conditions of allotment: and(e)to prescribe forms, registers, receipts and any other records considered necessary.

7.

Only a person who has been provided with a tenement under the Licensing of Tenements and Transit Sites in Chandigarh Scheme, 1975 or under the Licensing of Tenements and Sites and Services Scheme, 1979, shall be eligible for allotment of such tenement on lease-hold and hire-purchase basis, subject to the following conditions, namely:-(a)The applicant must be residing in the tenement.(b)The licence in favour of the applicant has not been revoked under the Licensing of Tenements and Sites and Service Scheme, 1979 or the Licensing of Tenement and Transit Sites in Chandigarh Scheme, 1975.(c)There are no arrears of licence fee/ground rent in the respect of the

tenement.(d)The applicant does not own, whether on free-hold, lease-hold or hire purchase basis a residential or a site in Chandigarh or in any of the Urban Estates of Mohali or Panchkula in his own name or in the name of his spouse or any of his dependent relations including un-married children.

8.

The applications for allotment of tenements under the scheme shall be made to the Estate Officer in form 'A' appended to this scheme and within such time as may be prescribed in this behalf. The applicant shall, however, deposit earnest money @ 10 per cent of the premium at the time of application and shall also furnish an affidavit duly attested by a Magistrate First Class/Oath Commissioner affirming all facts which make him eligible for allotment of a tenement under this scheme.

9.

The allottee shall deposit within 15 days of the receipt of the allotment letter to be issued by the Estate Officer in the prescribed form 'B' appended to this scheme, the requisite amount so that the total amount including the money paid under clause 8 equals at least 25 per cent of the sale price of the tenement. In case any allottee fails to deposit the aforesaid amount within the stipulated period his allotment shall be treated as cancelled.

10.

The balance amount of premium as determined under clause 5, shall be recoverable in lump sum or in 216 equated monthly instalments. The allottee who opts to pay premium in instalments shall have to any interest @7% per annum.

10A.

Notwithstanding anything contained in clauses 8, 9 and 10 an allottee who is unable to pay the earnest money of 25 per cent in the manner laid down therein may be permitted to pay the entire amount to premium in such number of instalments as indicated in clause 10. The allottee who opts to pay the entire premium in instalments shall also have to pay interest at the rate of 7 per cent per annum.

11.

An allottee, of a tenement shall pay the monthly instalment of premium on or before the 10th of the month following the month in which it falls due, according to English calendar.

12.

The lease shall commence from the date of allotment and shall be for a period of 99 years. After the expiry of the said period of 99 years, the lease may be renewed for such further period and on such terms as the Government may decide.

13.

In addition to the premium in respect of the tenement the lessee shall pay ground rent as under:-(i)(a)At the rate of 2-per cent per annum of the premium for the first 33 years;(b)at the rate of 3¾ per cent per annum of the premium for the remaining 33 years.(c)at the rate of 5 per cent per annum of permium for the 33 years.(ii)Ground rent shall be payable annually on due date without any demand from the Estate Officer:Provided that the Estate Officer may for good and sufficient reasons extend the time for payment of rent upto six months on the whole on further payment of additional 7 per cent per annum penal interest on the amount remaining unpaid from the due date upto the date of actual payment.(iii)If ground rent is not paid by the extended date, the lessee shall be liable to pay the penalty not exceeding 100 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 by Act No. 17 of 1973.Provided that no order under this sub-clause shall be made unless the lessee has been given a reasonable opportunity of being heard.(iv)The ground rent shall be uniformally distributed and charged from each of the allottees of respective floors in the cases of multi-storeyed buildings.

14.

A person who has been allotted a tenement under the scheme shall not transfer by way of sale, gift, mortgage or otherwise his rights, title or interest in the lease for a period of ten years from the date of acquiring the ownership right, i.e. after the successful completion of hire-purchase period.

15.

The tenement shall be used exclusively for residential purpose and not for any other purpose.

16.

The allottee shall not make any additions or alterations in tenement allotted to him.

17.

The allottee shall conform to the provisions of the Capital of Punjab (Development and Regulation) Act, 1952, and the rules framed thereunder from time to time.

18.

After making the payment of 25 per cent cost of the tenement, the allottee shall execute a Lease Deed in form 'C' appended to the scheme.

19.

The lessee shall bear and pay all expenses including the stamp duty and registration fee payable therefor in accordance with the law in force at the time of execution and registration of the hire purchase agreement and the Lease Deed.

20.

In case any instalment of premium under clause 10/10A is not paid by the allottee by the tenth of the month following the month in which it falls due, a notice shall be served on the allottee calling upon him to pay the instalment within fifteen days together with penalty which may extend to ten per cent of the instalment payable. If the payment is not made within the said period as may be determined by the Estate Officer but not exceeding three months in all, from the date on which the instalment was originally due, the Estate Officer shall, cancel the lease and forfeit whole or part of the premium and the ground rent, if any, paid in respect thereof, which in no case shall exceed 10 per cent of the total amount of the premium, interest and rent payable in respect of the tenement. Provided that no order cancelling the lease shall be passed unless the lessee has been given a reasonable opportunity of being heard.

21.

For removal of doubts it is hereby declared that the enjoyment of the tenement allotted on lease-hold and hire-purchase basis under this scheme, shall be subject to the provisions of the Capital of Punjab (Development and Regulation) Act, 1952, and the rules framed thereunder from time to time.

22.

If any difficultly arises in giving effect to the provisions of this scheme, the Chief Administrator may make such provisions or give such directions not inconsistent with the provisions of this scheme. Form 'A'Application for allotment of a tenement in ChandigarhToThe Estate Officer, Chandigarh Administration. Sir, I/We ------ request that I/We may be allotted on 99 years lease-hold and hire-purchase basis the tenement as stated below in Chandigarh:-

Sector	Description	on of building	g Number of	f building	

Chandigarh Allotment of Low Cost Tenements on Lease and Hire Purchase Basis Scheme, 1979
2. I/We am/are the bona fide allottee of tenement in Sector and
enclose herewith affidavit to this effect duly attested by a Magistrate of First
Class. I/We do not own any site/building in Chandigarh or Urban Estates of
Mohali and Panchkula in my/our name or in the name of any members of
my/our family.
3. Enclosed herewith is the amount of Rs as earnest money in
the form of Demand of Draft payable to the Estate Officer and drawn on
Bank situated at
4. I/We will pay the premium in prescribed instalments.
5. I/We have read and understood the terms and conditions on which the
building is to be given on lease and I/We agree to abide by all these
conditions as well as the rules under the Capital of Punjab (Development and
Regulation) Act, 1952,
Signature(s)(Block letters) Name(s)DatedAddress
, Sector, Chandigarh, do hereby solemnly affirm and declare and
under:-(1)That I shall not sublet or transfer my rights under this lease directly or indirectly, for the
tenement allotted to me in Sector, Chandigarh.(2)That I shall use the building for
residential purpose only.(3). That I shall abide by the terms and conditions of the lease, and the
provisions of the Capital of Punjab (Development and Regulation) Act, 1952, and the rules and
amendments made thereunder.(4). That I do not own any residential house/plot in my name and that of any member of my family in U.T. Chandigarh or in any of the Urban Estates of Mohali and
Panchkula.Deponent.DatedPlaceVerificationI,, son of, the above named
deponent do hereby solemnly affirm and declare that my above affidavit is true to the beast of my
knowledge and belief and no part of it is false nor anything is concealed.DeponentForm
'B'ToSubject :- Allotment of low-cost tenement in Chandigarh on Lease
Hold and Hire Purchase basis.Memorandum
1. Reference your application dated for a tenement.
i. Helefelice your application valed for a tellement.

Sector Serial number of tenement

Area in sq. yards. and dimensions

you on lease-hold basis on the terms and conditions mentioned hereinafter:-

Premium Yearly rent for first 33 years

- 3. The lease shall be governed by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952, and rules made thereunder.
- 4. The lease shall be deemed to have commenced from the date of allotment. In case, it is intended to pay the premium in instalments the premium together with interest thereon at 7 per cent per annum shall be payable in 216 monthly instalments, the first instalments being payable before the 10th of the following month from the date of allotment. Interest shall accrue from the date of allotment. However, no interest shall be payable if the said 75 per cent of the premium is paid in full within 30 days of the date of allotment.
- 5. Each instalment shall be remitted to the Estate Officer whether in cash or by demand draft payable to the Estate Officer and drawn on any Schedule bank situated at Chandigarh. Payment by cheque shall not be accepted.
- 6. In the event of non-payment of any instalment of premium or rent by the 10th of the month following the month in which it falls due or such extended period as may be allowed but not exceeding six months in all from the date on which the instalment was originally due, a notice shall be issued to you to show cause why the lease may not be cancelled and the site resumed and the amount already paid forfeited to the Government.

After considering the cause, if any, shown by the lessee, in pursuance of the aforesaid notice, the Estate Officer, may either allow payment of instalment/rent with penalty which may extend to 100% of the amount due or order cancellation of lease and forfeit the whole/part of the amount already paid.

7. (a) The tenement has been given to you on lease-hold basis for 99 years in the first instance. After the expiry of this period, the lease may be renewed on such terms and conditions as the Government may decide. In addition to the premium mentioned in para 2 above, rent at the rate of 2% of the premium for the first 33 years shall be payable every year which shall be raised to 3¾% of the premium for the next 33 years and to 5% of the premium for the remaining 33 years of the lease period.

(b)The rent shall start accruing from the date of allotment. The first instalment being due after expiry of one year from the date of allotment and shall be payable by the 10th day of the month following the month in which it falls due.

- 8. You shall have to execute a lease deed in the prescribed proforma in such manner as may be directed by the Estate Officer. The stamp duty leviable would be according to the prevalent rates and all others expenses in respect of the execution/registration of lease deed shall be borne by you. The lease deed on non-judicial stamp papers is to be got typed in triplicate keeping the carbon copies on judicial paper. The reverse page of the Non-Judicial Stamp Papers is to be left bank.
- 9. The lessee will not be entitled to transfer the tenement without prior permission of the Estate Officer for a period of 10 years after acquiring the ownership right. Such permission shall not be given until the lessee has paid full premium and the rent due under the lease for the site unless in the opinion of the Estate Officer exceptional circumstances exist for the grant of such permission.

In the case of transfer 50 per cent of the un-earned increase of the value, i.e., the difference between the premium paid and the market value of the building at the time of the transfer shall be paid to 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 Lessee shall be entitled to produce his evidence and being heard. The decision of the Estate Officer or the prescribed authority shall be final and binding on the lessee.

- 10. No fragmentation of the building or amalgamation of building shall be permitted.
- 11. You shall pay all for taxes which may be levied or assessed on the building under any law.
- 12. The building shall be used only for the residential purpose for which it has been leased.
- 13. In the event of default, breach or non-compliance of any of the conditions of lease, the lease may be cancelled and the house resumed and the whole/part amount paid to Government towards the premium/rent of the tenement may be forfeited to the Government.
- 14. A booklet containing the Capital of Punjab (Development and Regulation) Act, 1952, the Punjab Capital (Development and Regulation) Building Rules, 1952 and the Chandigarh Lease Hold of Sites and Building Rules, 1973 can

be had on payment from this office.

- 15. In all correspondence on the subject, you should quote file No. which is ------ in your case in order to facilitate early attendance to your correspondence. Payment of premium/rent will be deemed to have been made only on the date when necessary particulars are supplied to the Estate Officer in writing.
- 16. The right of use of side wall of the end sites including right of display of advertisements and the benefits derived therefrom shall vest in the Government. The lessee shall not fix any posters, hand bills on any part of the building/verandah, nor shall allow any other person to do the same.
- 17. The terms and conditions of this allotment letter shall be in addition to the provisions of Capital of Punjab (Development and Regulation) Act, 1952, and the rules made thereunder which shall be binding on the lessee.

- 1. The Lessor excepts and reserves unto himself all mines, minerals, coals, gold washing, earth oils and quarries in or under the booth and full rights 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 unto the lessee for all damages directly occasioned by the exercise of the rights hereby reserved or any of them.
- 2. The Lessee for himself, heirs, executors and Administrators and assigns covenant with the Lessor in the manner following, that is to say:-
- (i)The Lessee shall pay without demand unto the lessor the yearly rent hereby reserved within the time hereinafter appointed and in the manner laid down in the Chandigarh Lease Hold of Sites and Building Rules, 1973.(ii)The Lessee shall not deviate in any manner from the layout Plan or alter the size of the building whether by sub-division, amalgamation or otherwise.
- 3. The Lessee shall not transfer or assign his rights in the building without the prior consent of the Estate Officer for a period of 10 years after acquiring ownership right. Such permission shall not be given until the Lessee has paid full premium and the rent due under the Lease unless in the opinion of the Estate Officer exceptional circumstances exist for the grant of such permission and the proposed transferee undertakes to pay the balance of the premium and the rent in the respect of this lease.

Provided that in the event of the consent being given Lessor shall be entitled to claim and recover 50% of the unearned increase in the value (i.e. the difference between the premium paid and the market value) of the booth at the time of transfer or assignment and the decision of the lessor in respect of the market value shall, subject to the Chandigarh Lease Hold of Sites and Building Rules, 1973 be final and binding. Provided further that the Lessor shall have the pre-emptive right to purchase the property after deducing 50% of the unearned increase as aforesaid.

- 3. The Lessor's right to the recovery of fifty per cent of the unearned increase and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply, equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.
- 4. 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.
- 5. Whenever the title of the Lessee in the tenement is transferred in any manner whatsoever the transferor 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 documents evidencing the transfer or devolution.

- 6. The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessment of every description which may at any time hereafter during the continuance of this lease be assessed, charged or imposed upon the booth.
- 7. All arrears of rent and other payments due in respect of the booth hereby demised shall be recoverable in the same manner as arrears of land revenue.
- 8. The Lessee shall in all respects comply with and be bound by the Punjab Capital (Development and Regulation) Building Rules, 1951, as amended from time to time and the rules made thereunder, and the conditions mentioned in the allotment letter as well.
- 9. The Lessee shall not without sanction or permission in writing of the proper authority erect any building or make any alteration or addition to building of the booth.
- 10. The lessee shall at all reasonable times grant access to the tenement to the Estate Officer for being satisfied that the covenants and conditions herein have been and are being complied with.

- 11. The Lessee shall on the determination of this lease peaceably yield up the said tenement unto the Lessor.
- 12. In the event of the lease being cancelled, the lessor shall restore possession of the tenement in the condition in which he took the same at the commencement of the lease. If the lessee fails to hand over the possession of the tenement within the period prescribed, the Estate Officer shall be competent to take possession by himself or through his officers.

III. If the yearly 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 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, or 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 building hereby demised and the building thereon to re-enter upon and take possession of the booth 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 return to any premium paid by him: Provided that, notwithstanding anything contained herein, to the contrary, the lessor may without prejudice to this 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.IV. No forfeiture or re-entry shall be effected until the lessor has served 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 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.V. In the event of any question, dispute or difference, arising under these presents or in connection therewith (except as to any matter the decision of which is specially provided by these presents) the same shall be referred to the sole arbitration of the Chief Administrator or any other person appointed by him. It will be no objection that the arbitrator is a Government servant, and that he has to deal with the matters to which the lease relates; or in the course of his duties as a Government servant he has expressed view on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties. The arbitrator may, with the consent of the parties, enlarge the time, from time to time, for making or publishing the award. Subject as aforesaid, the Arbitration Act, 1910, and the Rules thereunder and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.VI. 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 authorised by the Chief Administrator and shall be considered as duly served upon the lessee or

any person claiming any right to the booth if the same shall have been affixed to any building or shall have been delivered at or sent by post to the then residence, office or place of business or last known residence, office or place of business of the lessee of such person.VII. 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.VIII. 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.XI. The expressions '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, administrators or legal representatives and the person or persons in whom the lease-hold interest hereby created shall be for the time being be vested by assignment or otherwise.X. This lease is granted under the Capital of Punjab (Development and Regulation) Act, 1952, as amended and Government Grants Act, 1895 (Act XV of 1895).IN WITNESS WHEREAS SHRI ----- for and on behalf of and by the order and direction of the lessor has hereunto set his hand and Shri/Shrimati ------ the lessee has hereunto set his/her hand the day and year first above written. Signed by Shri.....Lessor(Estate Officer.) for and on behalf of and by the order and direction of the President of India (lessor) in the presence of:-

1. Shri

Signed by Shri/Shrimati (Lessee).In the presence of:-

- 1. Shri
- 2. Shri