

# Chandigarh (Sale of Sites and Buildings) Rules, 1960

PUNJAB

India

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### Rule

## CHANDIGARH-SALE-OF-SITES-AND-BUILDINGS-RULES-1960 of 1960

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Chandigarh (Sale of Sites and Buildings) Rules, 1960 Enforced vide Notification No. C. 1880-60/III/2409-A issued by the Punjab Government on 8th March, 1960. The Chandigarh (Sales of Sites & Buildings) Rules, 1952 were superseded. No. C. 1880-60/III/2409. - In supersession of the Punjab Government notification No. C-5907-52/IV/3304, dated the 16th June, 1952, and in exercise of the powers conferred by [Section 22] of the Capital of Punjab (Development and Regulations) Act, 1952, the Governor of Punjab is pleased to make the following Rules :-

### 1. Short title.

- These rules may be called the Chandigarh (Sales of Sites and Buildings) Rules, 1960.

### 2. Definitions.

- In these rules, unless the context otherwise requires :- (a) "Act" means the Capital of Punjab (Development and Regulation) Act, 1952; (b) "Displaced person" means any person who on account of the setting up of the dominions of the 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; (c) "Form" means a form appended to these rules; and (d) "obnoxious trade" shall be deemed to be carried on in any site or building, if the site or the building is used for any of the following purposes :- (i) melting tallow, dressing raw hides, boiling bones, offal or blood; (ii) as a soap house, oil boiling house, dying house, or tannery; (iii) as a brick-field, brick-kiln, charcoal-kiln, pottery or lime-kiln; (iv) as any other manufactory,

engine-house, store house or place of business from which offensive or unwholesome smells, gases, noises or smoke arise;(v)as a yard or depot for trade in unslaked lime, dry straw, thatching, grass, weed, charcoal or coal, or other dangerously inflammable material;(vi)as a store-house for any explosive, or for petroleum or any inflammable oil or spirit.

### **3. Sale by Auction or Allotment.**

- [Section 3] - The sites or buildings at Chandigarh shall be sold by the [Central Government] [Substituted for the words 'State Government' by the Punjab Reorganisation (Chandigarh) (Adaptation of Laws on State and Concurrent Subjects) Order, 1968.] by auction or allotment. For the purpose of proper planning and development of Chandigarh, the Chief Administrator may reserve sites or buildings for displaced persons, groups of individuals or for persons practising any profession or carrying on any occupation, trade or business.

### **4. Sale Price.**

- [Section 22 (2) (c)] - (1) In the case of sale by allotment [or by hire purchase agreement] [Inserted vide Chandigarh Administration, Notification No. U.T. 492-F2- 72/2488 dated 17th February, 1972.] sale price shall be the reserve price, which shall be determined by the [Central Government] [Substituted for the words 'State Government' by the Punjab Reorganisation (Chandigarh) (Adaptation of Laws on State and Concurrent Subjects) Order, 1968.] from time to time.(2)In case of sale by auction, the sale price shall be the reserve price or any higher price determined as a result of bidding in open auction.

### **5. Application for sale by Allotment.**

- [Sections 3 and 22 (2)(d) and (c)] - (1) In case of sale by allotment the intending purchaser shall make an application to the Estate Officer in Form A.(2)No application under sub-rule (1) shall be valid unless it is accompanied by ten per cent of the sale price in the form of a demand draft [-] [Omitted vide Chandigarh Administration Notification No. U.T. 83-F2- 70/3827-A dated the 12th March, 1970.] payable to the Estate Officer and drawn on any Scheduled Bank situated in Chandigarh or at any other place specified by the Estate Officer, or is paid in cash in the Estate Office in the discretion of the Estate Officer.(3)When ten per cent of the price has been so tendered, the Estate Officer shall, subject to such directions as may be issued by the Chief Administrator in this behalf allot a site of the size applied for or a building of which particulars are given in the application and shall intimate by registered post the number, approximate area and sale price of the site or building allotted to the applicant.(4)The applicant shall, unless he refuses to accept the allotment within thirty days of the date of receipt of the allotment order, deposit within that period and in the manner mentioned in sub-rule (2), the requisite amount, so that the total amount including the amount paid under that sub-rule (2) equals at least twenty-five per cent of the sale price of the site, and in the case of buildings, in addition to the said twenty-five per cent in respect of the cost of plot on which the building is erected, pay the price of structure, as determined by the Chief Administrator in two instalments, that is twenty-five per cent at the time of sale and seventy-five per cent within thirty days of the date of sale. This period for payment of the price of

structure may be extended by the Estate Officer upto six months from the date of the sale on sufficient cause being shown by him. In case of failure to deposit the said amount the allotment may be cancelled and the payment made under sub-rule (2) may be forfeited to Government by the Estate Officer in whole or in part and the applicant shall have no claim to any damage.[Provided that the Chief Administrator may, for reasons to be recorded in writing, in the interest of proper planning and development of Chandigarh, permit the payment of the balance of seventy-five per cent of sale price of the structure in three equated annual instalments in the manner prescribed in rule 10.] [Proviso added under sub-rule (4) of rule 5, - vide Chandigarh Administration Notification No. U.T. 4547-E2-69/11749, dated the 17th September, 1969.](5)If the applicant refuses to accept the allotment within the said period of thirty days, he will be entitled to the refund of the amount paid by him. The refusal shall be communicated to the Estate Officer by a registered letter (acknowledgement due). The refund shall be made by means of cheque payable at the State Bank of India at Chandigarh or at any other place specified by the Estate Officer and the applicant shall have no claim in respect of the collection charges for the cheque.(6)Where in exchange for a site previously allotted to an applicant, a new site of higher valuation is allotted to him at his request, the difference in price shall be payable by him in lump sum within thirty days of the date of receipt of the new allotment order.(7)In the case of allotment of new site as referred to in sub-clause (6), all conditions, including the time-limit for erection of building, relating to the previous allotment shall be applicable to the new allotment.

## **6. Sale by Auction.**

- [Sections 3 and 22 (2) (b)]. -In the case of sale by auction, at least twenty-five per cent of the bid accepted by the auctioning officer shall be paid on the spot by the auction purchaser, in cash or by means of demand draft [-] [The words 'or a cheque duly guaranteed by a bank' omitted, - vide Chandigarh Administration Notification No. U.T. 83-F2-70/3827-A dated the 12th March, 1970.] drawn in the manner specified in sub-rule (2) of rule 5; and the balance shall be paid either in lump sum within thirty days from the date of auction or in annual equated instalments provided in rule 10.[Provided that where the auctioning officer is satisfied with regard to the soundness of the financial position of any auction purchaser, he may, for reasons to be recorded by him in writing on the auction papers, allow such auction purchaser to make payment on the spot of an amount less than twenty-five per cent of the bid accepted, but in no case less than ten per cent thereof, subject to the condition that the full payment of the balance of twenty-five per cent of the bid accepted shall be made within period not exceeding thirty days from the date of the auction and if the auction purchaser fails to pay the balance of the twenty-five per cent of the bid accepted within the said period of thirty days, the sale shall be cancelled and the money already paid by the auction purchaser be forfeited to Government.] [Proviso added under rule 6. - vide Punjab Government Notification No. G.S.R.-77/P.A. 27/52/Ss. 3/22/amd (1) 63, dated 29th March, 1963.]

**6A. [ Transfer by Hire-Purchase Agreement. [Rules 6-A to 6-D, inserted after rule 6, - vide Chandigarh Administration No. U.T. 492-F2-72/2488, dated the 17th February, 1972.]**

- Notwithstanding anything contained in rule 3 the Government may transfer any site or building at Chandigarh by hire-purchase agreement and for the purpose of proper planning and development of Chandigarh may reserve any site or building for transfer by hire purchase agreement to any class or category of persons.]

## **6B. Rent Payable under Hire-Purchase Agreement.**

- Reserve sale price determined by the Central Government from time to time for sale by hire purchase agreement under rule 4 less the amount of rupees one hundred shall constitute the rent of the site or the building as the case may be, and shall be payable as such in the manner prescribed under rule 11A.

## **6C. Application for transfer under Hire-Purchase Agreement.**

(1) In case of hiring of sites or buildings by hire-purchase agreement the intending hirer shall make an application to the Estate Officer in Form 'AA.' (2) No application under sub-rule (1) shall be entertained unless it is accompanied by an amount equal to [first month's rent] [The words 'first month's rent' substituted for the words 'One month's rent' - vide Chandigarh Administration notification No. 2840-U.T. F2-73/7765, dated the 18th June, 1973 and applicable to the hire purchase agreements under the Allotment of Booths on Lease and Hire Purchase Basis to eligible shopkeepers of Nehru and Shastri Markets in Chandigarh Scheme, 1972 notified in the Chandigarh Administration Gazette No. U.T. 1443-F2-72/3559, dated the 6th March, 1972 and also to such other hirers as mentioned in the notification, dated the 18th June, 1973.] payable under rule 11A in the form of demand draft payable to the Estate Officer and drawn on any Scheduled Bank situated at Chandigarh or at any other place specified by the Estate Officer, or is paid in cash in the Estate Office in the discretion of the Estate Officer. (3) When an amount equal to [first month's rent] [See Ibid.] has been so tendered, the Estate Officer shall, subject to such directions as may be issued by the Chandigarh Administrator in this behalf allot a site of the size applied for or a building of which particulars are given in the application and shall intimate, by registered post, the number, approximate area and rent payable for the site or building allotted to the applicant. (4) The applicant shall, unless he refuses to accept the allotment within thirty days of the date of receipt of the allotment order, deposit within that period and in the manner set out in sub-rule (2) the required amount so that the total amount including the amount already paid under sub-rule (2) equals at least [first] [The word 'first' inserted. - vide Chandigarh Administration notification No. 2840-U.T.-F2-73/7765, dated the 18th June, 1973 and applicable to the hire-purchase agreements under the Allotment of Booths on Lease and Hire-Purchase Basis to eligible shopkeepers of Nehru and Shastri Markets in Chandigarh Scheme, 1972 notified, in the Chandigarh Administration Gazette No. U.T. - 1443-F2-72/3559, dated the 6th March, 1972 and also to such other hirers as mentioned in the notification dated the 18th June, 1973.] three month's rent payable under rule 11-A. In case of failure to deposit the said amount the allotment may be cancelled and the payment made under sub-rule (2) may be forfeited to Government by the Estate Officer in whole or in part and the applicant shall have no claim to any damages, whatsoever, on this account. (5) If the applicant refuses to accept the allotment within the said period of thirty days, he will be entitled to the refund of the amount paid by him. The refusal shall be communicated to the Estate Officer by a

registered letter (acknowledgement due). The refund shall be made by means of the cheque drawn on the State Bank of India at Chandigarh or any other place specified by the Estate Officer and the applicant shall have no claim in respect of the collection charges for the cheque.(6)In case of acceptance of the allotment order within the said period of thirty days, the amount paid under sub-rules (2) and (4) shall be treated as security for the faithful performance of the hire-purchase agreement to be executed by the hirer under rule 6D and shall be refundable after the termination or the expiry of the hire-purchase agreement if the same is not forfeited to the Government.

## **6D. Hire-Purchase Agreement.**

- The hirer shall execute a hire-purchase agreement in form "AAA" before the possession of the site or building is given to him.

## **7. Delivery of Possession.**

- [Section 3] - The possession of the site or building shall be given to the transferee after the acceptance of the allotment within the prescribed period and after payment of the price as specified in sub-rule (4) of rule 5, [and in the case of transfer by hire-purchase agreement, the possession of the site or building shall be given to the hirer after he has paid the requisite amount under sub-rule (4) of rule 6C and has executed the hire-purchase agreement prescribed under rule 6D] [Added - Vide Chandigarh Administration Notification No. UT. 492-F2-72/2488, dated the 17th February, 1972.].

## **8. [ Conveyance Deed for Sale by Auction. [Substituted for rule 8 - vide Chandigarh Administration Notification No. UT. 3584-F2-69/8092, dated the 1st July, 1969.]**

- In case of sale by auction after making payment of the sale price as specified in rules 6 and 10, the transferee shall execute the deed of conveyance in Form 'B' or 'C' as the case may be, in such manner as may be directed by the Estate Officer.]

## **8A. Conveyance Deed for Sale by Allotment.**

- In case of sale by allotment after making payment of the sale price as specified in sub-rule (4) of rule 5, the transferee shall execute the deed of conveyance in Form 'D' or 'E' as the case may be, in such manner as may be directed by the Estate Officer.

## **8B. [ Conveyance Deed for Sale by Hire-Purchase Agreement. [Rule 8-B inserted, - vide Chandigarh Administration Notification No. UT. 493-F2-72/2488, dated the 17th February, 1972.]**

- In case of sale by hire-purchase agreement, after the instalments of rent together with interest due

thereon has been fully paid under rule 11-A, and amount payable under rule 11-C has also been paid; the transferee shall execute the deed of conveyance in Form 'D' or 'E' as the case may be, in such manner as may be directed by the Estate Officer.]

**8C. [ [Rule 8C inserted, vide Chandigarh Administration Notification No. U.T. 836-U.T.F.1 (iii) 72/2423 dated 9th February, 1979.]**

Notwithstanding anything contained in the letter of allotment/conveyance deed imposing a ban on the transfer of site/building as the case may be, or any right, title or interest therein before the stipulated period, the Estate Officer may grant permission to the transfer by way of sale, gift, mortgage or otherwise of the site, building or any right, title or interest therein, after transferee has paid full price of the site/building and if in the opinion of the Estate Officer special circumstances exist for the grant of such permission. This will be applicable to all categories of sites/buildings sold by allotment/hire purchase, or on concessional rates.]In the case of transfer 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 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 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 a 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 in the event of sale or foreclosure of the mortgage or charged property the Government shall be entitled to claim and recover 1/3rd of the unearned increase in the value of the plot as aforesaid and the amount of the Government's share of the said unearned increase shall be a first charge, having priority over the said mortgage or charge.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.

**9. Use of Site or Building.**

- [Section 22 (2) (c)] - The transferee shall not use the site or building for a purpose other than that for which it has been sold to him. In the case of commercial or industrial sites and commercial or industrial buildings the transferee shall not carry on any trade or employ any industry other than that specified by the Estate Officer.(2)[ Instead of specifying any particular trade or industry, the Estate Officer may specify that the transferee shall not carry on any trade or employ any industry other than 'General Trade' 'Semi-Industrial Trade', or 'Special Trade'.(3)The expressions 'General Trade', 'Semi-Industrial Trade' and 'Special Trade' shall mean one or more of the trades respectively mentioned in Parts A, B and C of the Schedule annexed to these rules and shall include any other trade which is not so mentioned provided that such other trade is similar to and carried on in the same fashion as mentioned in the respective part of the Schedule.] [Added after rule 9 - vide Chandigarh Administration Notification No. U.T. 7101-F2-74/9757, dated 9th July, 1975.]

## 10. Instalments.

- [Section 3 (2)] - (1) Where the transferee [in case of sale by allotment or auction] [Inserted vide Chandigarh Administration Notification No. UT. 492-F2-72/2488, dated the 17th February, 1972.] intends to pay the sale price in instalments, the balance of sale price together with interest thereon at [six per cent] [Substituted for the figures and words '4½ per cent', - vide Punjab Government Notification No. GSR 217/PA 27/52/S.22/Amd. (3) 66, dated the 19th September 1966.] per annum shall be payable in three equated annual instalments, the first instalment being payable, at the expiry of one year from the date of the payment of 25 per cent under sub-rule (4) of rule 5 or 6, as the case may be. Interest on the balance of sale price (viz., 75 per cent) shall accrue from the date of issue of allotment order but no interest shall be payable if this balance is paid in full by the transferee within 30 days of the date of receipt of allotment order by him. (2) Each instalment shall be remitted to the Estate Officer, [either in cash or by a demand draft] [Substituted for the words 'either by a demand draft or a cheque', vide Chandigarh Administration notification No. UT. 83-F2-70/3827-A, dated the 12th March, 1970.] payable to the Estate Officer and drawn on any Scheduled Bank situated in Chandigarh or at any other place specified by the Estate Officer. Every such remittance shall be accompanied by a letter showing full particulars of the site or building to which the payment pertains or a statement giving reference to the number and date of the allotment letter issued under rule 5. In the absence of these particulars, the amount remitted shall be deemed to have been received and the remitter will be asked in writing to supply correct information within two months of the intimation having been sent to him and no action shall be taken against such a remitter under [Section 8A] [Substituted for the word and figure 'Section 9'. - vide Chandigarh Administration notification No. UT. 2685-F2-76/10483, dated 14th June, 1976.] of the Act, if he sends correct information within a period of two months and can prove that he had sent his instalment in due time. [Provided that in cases of sale of sites by allotment] [Proviso added - vide Chandigarh Administration Notification No. G.S.R. 4 P.A.-27/52/Ss. 3 & 22/Admn. (3)-68/6362 dated the 2nd March, 1968.], the [Central Government] [Substituted for words 'State Government' by the Punjab Reorganisation (Chandigarh) (Adaptation of Laws on State and Concurrent Subjects) Order, 1968.] may for reasons of growth and development of Chandigarh increase the number of instalments for the payment of balance of sale price (other than 25 per cent received along with the application for allotment) from three to five and the period of their payment from three to five years.

## 11. Procedure in case of Default.

- [Section 8 (2)] - In case an instalment is not paid [under rule 10] [Inserted - vide Chandigarh Administration notification No. U.T. 492-F2-72/2588, dated the 17th February, 1972.] by the transferee by the 10th of the month following the month in which it falls due a notice shall be served on the transferee calling upon him to pay the instalment within a month together with a penalty which may extend to ten per cent of the instalment payable. If the payment is not made within the said period or such extended 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 may proceed to have the same recovered as an arrears of land revenue or to take action under [Section 8A] [Substituted for the word and figure 'Section 9' - vide Chandigarh Administration notification No. UT 2685-F2-76/10483, dated 14th June, 1976.] of the Act.

**11A. [ [Substituted for Rule 11A, - vide Chandigarh Administration Notification No. 2840-UT. F-2-73/7765, dated 18th June, 1973 and applicable to hire- purchase agreements under the Allotment of Booths on Lease and Hire-purchase Basis to eligible shopkeepers of Nehru and Shastri Markets in Chandigarh Scheme, 1972, notified in the Chandigarh Administration Gazette No. UT. 1443- F2-72/3559, dated the 6th March, 1972 and other hirers mentioned in the Notification, dated 18th June, 1973.]**

(1)The total amount of rent determined under rule 6B together with interest thereon at the rate of 6 per cent per annum shall be payable in 144 monthly instalments as under ;-(i)First thirty instalments at the rate of Rs. 6 per Rs. 1,000 on the reserve sale price; and(ii)114 equated instalments of the remaining amount together with interest thereon at the rate of 6 per cent per annum.(2)The first instalment shall be payable on the date of execution of the hire-purchase agreement prescribed under rule 6D.(3)Interest shall accrue from the date of the issue of allotment order.]

**11B. [ Procedure in case of Default. [Rule 11A to 11C inserted-vide Chandigarh Administration Notification No. UT. 492-F2-72/2488, dated 17th February, 1972. ]**

- In case an instalment of rent under rule 11-A is not paid by the hirer by the tenth of the month following the month in which it falls due, a notice shall be served on the hirer calling upon him to pay the instalment within fifteen days together with penalty which may extend to ten per cent of the instalment of rent payable. If the payment is not made within the said period or such extended period as may be determined by the Estate Officer, but not exceeding two months in all from the date on which the instalment of rent was originally due, the Estate Officer shall terminate the hire-purchase agreement and proceed to recover the outstanding amount as an arrear of land revenue.]

**11C. [ Option to purchase under Hire-Purchase Agreement. [Rules 11A to 11C inserted - vide Chandigarh Administration Notification No. U.T. 492-F2-72/2488, dated 17th February, 1972. ]**

- In case all the instalments of rent together with interest are paid under rule 11A, it shall be optional for the hirer to purchase the site or the building, as the case may be, by further paying rupees one hundred.]

**11D. [ [Added vide Notification No. 8551-UTFI (III)-79/14649 dated 4th October, 1979.]**



(1) Where a site has been resumed under section 8A of Act No. XXVII of 1952 for any reasons, the Estate Officer may on an application, retransfer the site to the outgoing transferee, on payment of an amount equal to 10 per cent of the premium originally payable for such property or one- third of the difference between the price originally paid and its value at the time when the application for transfer is made, whichever is more. [However in the case of a person who is serving or who has served in the Armed services of the Union, the amount payable by him or his legal heir for the retransfer of a site shall be 10% of the price originally payable for such site or 5% of the difference between the price originally payable and its value at the time when application for transfer is made, which ever is more.]: Provided that such transfer shall be permissible only if -(i) where the site has been resumed on ground of misuser, the misuser has stopped; (ii) where the site has been resumed for non-payment of price, all outstanding dues including forfeiture have been paid; (iii) where the site has been resumed for breach of any conditions of sale, the breach has been remedied and conditions fulfilled. Notwithstanding anything contained in the proviso above, when the site has been resumed on ground of misuser or non-completion of the building on it within the stipulated period, the Estate Officer may allow the retransfer on the applicant agreeing to vacate or have the misuser vacated or the building completed as the case may be within such reasonable period as the Estate Officer may stipulate. Explanation. - For the purposes of this rule, the expression 'site' does not include a vacant site. A vacant site is a site on which on the date of issue of notice of resumption under section 8-A of the Act, no superstructure had been raised and it includes a site on which foundations had been laid but no superstructure had been raised above that level. (2) The retransfer under sub-rule (1) shall be in continuation of and subject to all subsisting conditions but without prejudice to all the proceedings or liabilities or subsisting penalties levied in respect of such property before the date of the transfer. (3) The prevailing price shall be assessed by the Estate Officer or such other authority as may be prescribed by the Chief Administrator and in doing so the Estate Officer or such other authority shall give the applicant reasonable opportunity of being heard. The assessment made by the Estate Officer shall be final. (4) The applicant shall unless he refuses to accept the re-transfer, deposit within 30 days 25 per cent of the consideration of the retransfer. The remaining 75 per cent of the said consideration shall be paid in three annual equated instalments alongwith interest at the rate of 7 per cent per annum. The first instalment shall become payable after one year from the date of retransfer. In case any instalment is not paid by the applicant by the due date it shall be deemed as if no retransfer had come into effect. (5) No application under sub-rule (1) shall be entertained unless it is presented within six months of the date of appeal/revision as the case may be. Provided that in the case of an order of resumption passed earlier, the period of six months referred to above, shall begin to run from coming into force of this rule : Provided further that the Estate Officer may entertain an application after expiry of six months if he is satisfied that there was good and sufficient reason for not presenting the application within the said period of six months.

## **12. Time within which Building is to be erected.**

- [Section 22 (2) (c)] - In the case of sale of site, the transferee shall complete the building within five years from the date of issue of allotment order, in accordance with the rules regulating the erection of buildings, unless otherwise it is mutually agreed upon that the construction shall be completed within any period less than five years. This time limit may be extended by the Estate

Officer if he is satisfied that the failure to complete the building within the said five years, or the period mutually agreed upon, was due to causes beyond the control of the transferee.

### **13. Registration and Stamp Duty.**

- [Sections 3 and 22 (2) (a)] - The transferee shall bear and pay all expenses in respect of execution and registration of the deed of conveyance, including the stamp duty and registration fees payable therefor.

### **14. Fragmentation.**

- [Sections 3 and 22 (2) (a)] - No fragmentation of any site or building shall be permitted.

### **15. Prohibition of obnoxious industries.**

- [Sections 3 and 22] - No obnoxious trade shall be permitted on or in any site or building except with the previous permission in writing of the Chief Administrator.

### **16. Appeal.**

- [Sections 10 and 22 (2) (j)] - (1) An appeal against an order under [Section 8 or Section 8-A] [Substituted for the word and figures 'Section 9' - vide Chandigarh Administration Notification No. UT. 2685-F2-76/10483, dated the 14th June, 1976.] of the Act shall be presented to the Superintendent of the Office of Chief Administrator or such other officer as he may appoint in this behalf either by the appellant or his agent or by registered post addressed to the said officer. It shall give the date of the order appealed against, set forth concisely the grounds of appeal and be accompanied by a certified copy of the order appealed against.(2)The memorandum of appeal shall be signed by the appellant or his agent and shall be affixed with a court fee of Re. 1.(3)The Chief Administrator shall thereupon fix a date for hearing the appellant or his agent.

### **17. Revision.**

- [Section 10] - The provisions of the foregoing rule shall apply mutatis mutandis to every application for revision of any order passed by the Estate Officer.

### **18. Form of Notice.**

- [Section 22 (2) (c)] - The notice under rule 11 shall be in [Form F] [Substituted for the words 'Form D' by *ibid.*]. It may be served on an individual or a group of individuals, either personally or by post or by affixing it on a conspicuous part of the building or site or by beat of drum. Form A[See Rule 5(1)]Application for the purchase of a Building site/Building in ChandigarhToThe Estate OfficerCapital Project, ChandigarhSir,I/We constituting a group request that I/We may be sold the building site/sites/building/buildings as stated below in Chandigarh :-

Sector Size of site in Marlas or Kanals or description of Building No. of site or building

**2. I/We am/are [displaced person/persons, and enclose herewith affidavit to this effect duly attested by] [Strike out if not necessary.] a Magistrate/Oath Commissioner. I/We do not own house/houses in India,**

**3. Enclosed herewith is the amount equivalent to 10 per cent of the price of the**

Site/sites Building / Buildings| detailed in para 1 above, as earnest money, in the form of Demand Draft [(-)] [The sign and word 'Cheque' omitted, - vide Chandigarh Administration Notification No. UT. 2685- F2-79/10483, dated the 14th June, 1976.] payable to the Estate Officer and drawn on \_\_\_\_\_ Bank situated at \_\_\_\_\_

**4. My/Our profession/professions is/are \_\_\_\_\_**

**5. [I/We will pay the price in lump sum/in prescribed instalments] [Strike out if not necessary.].**

**6. I/We have read and understood the terms and conditions on which the site/sites or building/buildings are to be sold and I/We agree to abide by all these conditions as well as the Rules made under the Capital of Punjab (Development and Regulation) Act, 1952.**

**7. I/We have/have not been allotted any site/building in Chandigarh so far.**

Signature(s) Name(s) IN BLOCK LETTERS Address Dated [Form AA] [See Rule 6C)(1)] Application for hiring of a building site/building in Chandigarh under hire-purchase agreement To The Estate Officer Chandigarh Administration. Sir, I/We \_\_\_\_\_ request that I/We may be allotted on hire-purchase basis the building site/building as stated below in Chandigarh.

Sector Size of site in Marlas description of Building No. of site or building

**2. I/We am/are the bona fide \_\_\_\_\_ and enclose herewith affidavit to this effect duly attested by a Magistrate of First Class. I/We do not own any commercial site/building in Chandigarh in my/our name or in the name of any member or my/our family.**

**3. Enclosed herewith is the amount of Rs. \_\_\_\_\_ as earnest money, in the form of Demand Draft payable to the Estate Officer and drawn on \_\_\_\_\_ Bank situated at \_\_\_\_\_**

**4. My/Our profession(s) is/are \_\_\_\_\_**

**5. I/We will pay the rent in prescribed instalments.**

**6. I/We have read and understood the terms and conditions on which the site(s)/building(s) are to be given on hire and I/we agree to abide by all these conditions as well as the rules made under the Capital of Punjab (Development and Regulation) Act, 1952.**

Signature(s)Name(s)(In Block Letters)AddressDated[Form AAA] [Inserted vide, - Chandigarh Administration notification No. UT 492-F2- 72/2488, dated the 17th February, 1972.][See Rule 6D]Hire-Purchase Agreement for giving a site/building on hireThis agreement is made on \_\_\_\_\_, day of \_\_\_\_\_between the President of India (hereinafter called the owner) of the one part and Shri \_\_\_\_\_, son of \_\_\_\_\_, in the district of \_\_\_\_\_(hereinafter called the hirer) of the other part;Whereas the site/building described in the Schedule hereto annexed hereinafter called the said site/building and intended to be hereby given on hire is owned by the owner in full proprietary rights :And whereas the owner has agreed to give the said site/building on hire;And whereas the hirer has agreed to hire the said site/building;Now, therefore, this deed witnesses as follows :-

**1. The owner hereby demises to the hirer the said site/building to be held the same by the hirer, subject to exceptions, reservations, conditions and covenants hereinafter contained in each of them.**

**2. The hirer shall be governed by the provisions of the Capital of Punjab (Development and Regulations) Act, 1952, and the rules made thereunder from time to time.**

**3. The hirer has paid a sum of Rs. \_\_\_\_\_as the first instalment of the hire for the month commencing on \_\_\_\_\_in advance on the date of this agreement (the receipt whereof the owner hereby acknowledges). (This hirer shall hereinafter pay a sum of Rs. \_\_\_\_\_per month continuously and punctually on or before the 10th day of the following month to the owner for the use of the said site/building).**

[The hirer shall hereinafter pay to the owner for the use of the said site-building the total amount of rent determined under rule 6B together with interest thereon at the rate of 6 per cent per annum in 144 monthly instalments on or before the 10th day of the following month as under -(i)First thirty instalments at the rate of Rs. 6 per Rs. 1,000 of the reserve sale price; and(ii)114 equated instalments of the remaining amount together with interest thereon at the rate of 6 per cent per annum.]

**4. In case the hirer pays to the owner punctually 144 instalments as aforesaid that is in all a sum of Rs. \_\_\_\_\_ it shall be the option of the hirer to become the owner of the said site/building. But until the actual payment of the total sum of Rs. \_\_\_\_\_ as hire and until the payment of Rs. 100.00 for option to purchase the ownership of the said site/building shall remain vested in the owner and the hirer shall be deemed to be only a lessee thereof without any right to part with the possession of the said site/building.**

**5. In case the hirer shall desire to terminate this agreement prior to the payment of all the instalments of hire as aforesaid, he shall give one month's notice of his intention to the Estate Officer by registered post. The hirer shall, however, be bound to pay all the instalments of rent due up to date. The amount of security deposited by the hirer under rule 6C of the Chandigarh (Sale of Sites and Buildings) Rules, 1960 shall also be refunded if not forfeited to the Government.**

**6. In case the hirer makes default in the payment of the hire instalments as agreed, or any other charges due from him or fails to comply with any of the conditions contained in this agreement, the owner may, after giving fifteen days notice terminate the hiring. In that event the owner shall be entitled to resume and take possession of the said site/building and the hirer shall give access to the owner for such purposes and the owner shall not be liable to the hirer for such action in any manner whatsoever. The owner in such an event shall also be entitled to recover from the hirer all the instalments of rent in arrears and to forfeit the amount of security deposited by the hirer under rule 6C of the Chandigarh (Sale of Sites and Buildings) Rules, 1960.**

**7. So long as the actual payment of a total sum of Rs. \_\_\_\_\_ as hire and the payment of Rs. \_\_\_\_\_ for option to purchase is not made the said site/building shall remain the sole and absolute property of the owner and any transfer thereof or assignment of any right, title or interest therein or the**

**creation of any mortgage, encumbrance or any other charge thereon by the hirer shall be void as against the owner unless it has been made with the previous consent in writing of the owner.**

**8. The said site/building shall not be liable to attachment or sale by any process under any law for the time being in force, otherwise than under the Capital of Punjab (Development and Regulation) Act, 1952.**

**9. The hirer shall pay all general and local taxes and cesses for the time being imposed or assessed on the said site/building by the competent authority.**

**10. The hirer shall not store empty packing cases or baskets or any other goods or any other such material on any roof or any projection of the said building or on any open space around the same or on other place from where such goods or material may be visible from outside.**

**11. The hirer shall not make any addition or alteration of any sort in any part of the said site/building without the previous permission in writing of the owner.**

**12. No obnoxious trade shall be carried on in the said site/building.**

**13. The hirer shall at all times keep and maintain the said site/building in a proper state of repairs and cleanliness to the satisfaction of the owner or his officers and servants duly authorised by him in this behalf.**

**14. The hirer shall not sublet the said site/building or any part thereof or transfer his rights under this agreement either directly or indirectly.**

**15. The said site/building shall be used only for the purpose of \_\_\_\_ and for no other purpose.**

**16. The area in front of the said site/building shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than a public road.**

**17. On the termination of this agreement, the hirer shall remove temporary structures and fixtures, etc., if any fixed by him and deliver vacant possession of the said site/building to the owner. In the event of default by the hirer in removing the temporary structures and fixtures, etc. the owner shall at his option, have the right to remove the same and recover the cost of removal from the hirer or to dispose of the same without any liability to compensate the hirer in respect of the same.**

**18. The owner 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/building for the purpose of ascertaining that the hirer has duly observed the conditions of this agreement.**

**19. On the termination of this agreement, the hirer shall deliver vacant possession of the said site or building in its original state that is without any damage to the said site/building or fixtures and the cost of the damages, if any, shall be recoverable from the hirer.**

**20. The owner shall have full right, power and authority at all times to do through his officers and 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 hirer the cost of doing any such act or thing.**

**21. All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of the Chief Administrator, Chandigarh, acting as such at the time of reference. It will be no objection to such appointment that the arbitrator so appointed is a Government servant that he had to deal with the matter to which this deed relates and that in the course of his duties as such Government servant he has expressed views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this agreement.**

**22. It is hereby agreed and declared that unless a different meaning shall appear from the context -**

(a)the expressions "Chief Administrator" and "Estate Officer" shall mean the Officers so appointed by the Central Government under the provisions of the Capital of Punjab (Development and Regulation) Act, 1952;(b)the expression "Owner" used in these presents shall include in addition to the President of India the Central Government and in relation to any matter or anything contained in or arising out of these presents every person duly authorised to act or to represent the Central Government in respect of such matter or thing;(c)the expression "hirer" used in these presents shall include in addition to the said \_\_\_\_\_ his lawful heirs (permitted), successors, representatives, assignees, transferees, lessees, and any person or persons in occupation of the said site/building with the permission of the Estate Officer.In witness whereof the parties have hereto respectively subscribed their names at the places and on the dates hereinafter in each specification.Signed by the said(Hirer)Dated \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 19 . In the presence of :-Witnesses

:-NameResidenceOccupation\_\_\_\_\_(Signature)NameResidenceOccupation\_\_\_\_\_

by for and on behalf of the President of India and setting under the authority of the \_\_\_\_\_ day of \_\_\_\_\_ 19 . \_\_\_\_\_(Deputy

Commissioner-cum-Estate Officer)In the presence of :-Witnesses

:-NameResidenceOccupation\_\_\_\_\_(Signature)NameResidenceOccupation\_\_\_\_\_

Sector Size of site in Marlas or description of Building No. of site or building

[Form B] [Form B, substituted vide Chandigarh Administration Notification No. UT. 3584-F2-69/8092, dated the 1st July, 1969.](See Rule 8)Deed of Conveyance of building site sold by AuctionDeed of conveyance of a Site \_\_\_\_\_ sold by auction to be used as a site for Residential/Commercial/Industrial/Religious/Cultural/Educational purpose in Chandigarh.This indenture made on the \_\_\_\_\_ day of \_\_\_\_\_ 19 , between the President of India (hereinafter called the Vendor) of the one part, and \_\_\_\_\_ son of \_\_\_\_\_ in the district of \_\_\_\_\_ (hereinafter called the transferee) of the Other part.Whereas the site 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 the site to the transferee in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) for the purpose of building \_\_\_\_\_ (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);And whereas the transferee has paid/agreed to pay the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) being the purchase money, subject to variation by mutual agreement.Now, therefore, this indenture witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants of the transferee hereunder contained and of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) paid by the transferee [(A) as earnest money (the receipt of which the Vendor hereby acknowledges)] [Omit A to B if full price paid.] and the undertaking of the transferee to pay the balance with 6 per cent per annum interest calculated from the date of auction in three equated yearly instalments, the first instalment being payable on the 10th day of \_\_\_\_\_ 19 , (B) the Vendor hereby grants and conveys unto the transferee all that piece or parcel of site No. \_\_\_\_\_ Street/Shoping Centre \_\_\_\_\_ Sector \_\_\_\_\_, area in square yard \_\_\_\_\_ and more particularly described in the plans filed in the office of the Estate Officer signed by the Estate Officer



aforesaid and dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, (hereinafter called the said site); To have and to hold the same unto and to the use of the transferee subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them, that is to say:-(1)(a) The transferee shall enjoy the right of possession and enjoyment so long as he [(A) continues paying his instalments on the due dates or such extended time] [Omit A to B if full price paid.], as the Estate Officer may allow in writing and otherwise (B) abides by the terms and conditions of sale.(A)[ (1) (b) The vendor shall have a first and paramount charge over the said site for the unpaid portion of the purchase price, and save with the sanction of the Estate Officer, the transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the site or any right, title or interest therein (except by way of lease on a monthly basis) till such time as the full purchase price is paid to the vendor (B).] [Omit A to B if full price paid.](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, workings, 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 working 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 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 or 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.(3) The transferee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said site by competent authority.(4) The transferee shall within \_\_\_\_\_ years from the date of auction namely \_\_\_\_\_ complete the construction of \_\_\_\_\_ (state here House, Shop, Factory, Temple, Sarai, Schools, etc., as the case may be) on the said site in accordance with the Punjab Capital (Development and Regulation) Buildings Rules, 1952 :Provided that the time limit under this clause may be extended by the Estate Officer if he is satisfied that the failure to complete the building within the said time was due to some causes beyond the control of the transferee.(5) The 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.(6) Except for the purpose of constructing a building or laying a garden in accordance with the rules made under the Capital of Punjab (Development and Regulation) Act, 1952, the transferee shall not dig or cause to be dug any pit upon the said site, till the full price has been paid.(7) 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 transferee has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.(8) 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.(9) The transferee shall accept and obey all the rules and orders made or issued under the Capital of Punjab (Development and Regulation) Act,

1952.(10)In the event of [(A) non-payment of any instalment on due date by the transferee or (B) the breach by the 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 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] [Omit A to B if full price paid.].(11)In the event of any dispute or difference at any time arising between the vendor and the transferee as to the true intent and meaning of these presents, and of each and every provision thereof, the property and rights hereby reserved or any of them, or in any manner incidental or relating thereto, the said dispute or difference shall be referred to the Chief Administrator, whose decision thereon shall be final and binding on the parties hereto.If and so long as the transferee shall fully perform and comply with and shall continue to so perform and comply with each and all the terms and conditions herein made and provided but not otherwise the vendor will secure the transferee in full and peaceful enjoyment of the right and privileges herein and hereby conveyed and assured.And it is hereby agreed and declared that unless a different meaning shall appear from the context -(a)the expressions "Chief Administrator" and "Estate Officer" shall mean the officers so appointed by the Central Government, under the provisions of the Capital of Punjab (Development and Regulation) Act, 1952;(b)the expression "Vendor" used in these presents shall include in addition to the President of India, the Central Government, and in relation to any matter, or anything contained in or arising out of these presents, every person duly authorised to act or to represent the Central Government in respect of such matter or thing;(c)the expression "transferee" used in these presents shall include, in addition to the said, his lawful heirs (permitted), successors, representatives, assignees, transferees, lessees, and any person or persons in occupation of the said site or building erected thereon with the permission of the Estate Officer.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 (Transferee)\_\_\_\_\_ at

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 19 )In the presence of :-Witnesses:-

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

Residence

Occupation (Signature)

NameResidence (Signature)OccupationSigned by, for, and on behalf of the President of India and setting underhis authority at \_\_\_\_\_ the \_\_\_\_\_ day

of \_\_\_\_\_ 19 \_\_\_\_\_ (Deputy Commissioner- cum-Estate Officer)In the presence of

-Witnesses -NameResidence (Signature)OccupationNameResidence (Signature)Occupation[Form C] [Form C substituted - vide Chandigarh Administration Notification No. UT. 3584-F2-69/8092,

dated the 1st July, 1969.][See rule 8]Deed of conveyance of site and the building erected thereon

sold by Auction to be used as a building for Residential/Commercial purposes in Chandigarh.This

indenture made on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_, \_\_\_\_\_, between the

President of India (hereinafter called the Vendor) of the one part and \_\_\_\_\_, son of

\_\_\_\_\_ in the district of \_\_\_\_\_ (hereinafter called the transferee) of the other part

:Whereas the site and the building erected thereon hereinafter described and intended to be hereby

conveyed was owned by the vendor in full proprietary right; And whereas the Central Government has sanctioned the sale of the site and the building erected thereon to the transferee in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) for using the same exclusively for \_\_\_\_\_ (State here residence or trade, as the case may be);

And whereas the transferee has paid the sum agreed pay | \_\_\_\_\_  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

being the purchase money; Now, therefore, this indenture witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants of the transferee hereinafter contained and of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) paid by the transferee [(A) as earnest money (the receipt of which the vendor hereby acknowledges) ] [Omit A to B if full price paid.] and the undertaking of the transferee to pay the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) with interest at 6 per cent per annum calculated from the date of auction in three equated yearly instalments, the first instalment being payable on the 10th day of \_\_\_\_\_ 19 \_\_\_\_\_ (B) the vendor hereby grants and conveys upto the transferee all that piece or parcel of site No. \_\_\_\_\_ Street/Shopping Centre \_\_\_\_\_

in Sector \_\_\_\_\_ area in square yards \_\_\_\_\_ and more particularly described in the plans filed in the office of the Estate Officer signed by the Estate Officer aforesaid and dated the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, hereinafter called the said building for the aforesaid purpose. To have and to hold the same unto and to the use of the transferee subject to the exceptions, reservations, conditions, covenants hereinafter contained and each of them that is to say :-(1)(a) The transferee shall enjoy the right of possession and enjoyment so long as he continues paying his instalments on due dates or such extended time as the Estate Officer may allow in writing and otherwise (B) abides by the terms and conditions of sale. (A) [ (1) (b) The vendor shall have a first and paramount charge over the said building for the unpaid portion of the purchase price, and save with the sanction of the Estate Officer, the transferee shall] [Omit form A and B if full price paid.] have no right to transfer by way of sale, gift, mortgage or otherwise the said building or the site upon which it has been erected or any right, title or interest therein (except by way of lease on a monthly basis) till such time as the full purchase price is paid to the vendor (B). (2) The Vendor reserves to himself all mines and minerals whatsoever, in or under the 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 powers to remove all or any part of the building and to carry out any surface or any part underground working and to let down the surface of all or any part of the site and to sink pits, re-erect buildings, construct lines and generally appropriate and use the surface of the site for the purposes 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 transferee shall be entitled to receive from the Vendor such payment for the damage done to the said building or to its surface by such works or working or letting down or for the occupation by him of the surface as may be agreed upon between the Vendor and the transferee or failing such agreement as shall be ascertained by reference to arbitration. (3) The transferee shall pay all general and local rates or cesses for the time being imposed or assessed on the said building by a competent authority. (4) The transferee shall not re-erect, add to or alter the said building except in accordance with the rules made or orders issued under the Capital of Punjab (Development and Regulation) Act, 1952. (5) The Vendor may, by his officers and servants at all reasonable times and in reasonable manner after 24 hours notice, in

writing, enter in the whole or any part of the said building for the purpose of ascertaining that the transferee has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.(6)The Vendor shall have full right, powers 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 building the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.(7)In the event of [(A) non- payment of any instalment on due date by the transferee or of (B) the failure of the transferee to observe any of the terms 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 building or any part thereof and to repossess, retain and enjoy the same as to his former estate and the 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.] [Omit form A and B if full price paid.](8)In the event of any dispute or difference at any time arising between the Vendor and the transferee as to the true intent and meaning of these presents and of each and every provision thereof, the property and rights hereby reserved or any of them, or in any manner incidental or relating thereto, the said dispute or difference shall be referred to the Chief Administrator, whose decision thereon shall be final and binding on the parties hereto.If and so long as the transferee shall fully perform and comply with and shall continue to so perform and comply with each and all the terms and conditions herein made and provided, but not otherwise the vendor will secure the transferee in full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.And it is hereby agreed and declared that unless a different meaning shall appear from the context -(a)the expressions "Chief Administrator" and "Estate Officer", shall mean the officer so appointed by the Central Government under the provisions of Capital of Punjab (Development and Regulation) Act, 1952;(b)the expression "Vendor" used in these presents shall include, in addition to the President of India, the Central Government, and in relation to any matter or anything contained in or arising out of these presents, every person duly authorised to act or to represent the Central Government in respect of such matter or thing;(c)the expression "transferee" used in these presents shall include in addition to the said \_\_\_\_\_ his lawful heirs (permitted), successors, representatives, assignees, transferees, lessees and any person or persons in occupation of the said building with the permission of the Estate Officer.In witness whereof the parties hereto have hereunder respectively subscribed their names at the places and on the dates hereinafter, each case specified.Signed by the said (Transferee) \_\_\_\_\_ at \_\_\_\_\_ on the \_\_\_\_\_ day \_\_\_\_\_ 19, \_\_\_\_\_ in the presence of :

Name \_\_\_\_\_ One of these witnesses must be a Magistrate (with his Courtseal) if the deed is not executed before the Estate Officer.

Residence (Signature) \_\_\_\_\_

Occupation \_\_\_\_\_

Witnesses :NameResidence (Signature)Occupation \_\_\_\_\_

Signed by, for, and on behalf of the President of India andsetting (Deputy  
under his authority at Chandigarh, the day of \_\_\_\_\_ 19 \_\_\_\_\_ Commissioner-cum-Estate  
Officer)

In the presence of -

Witnesses :

Name

Residence

(Signature)

Occupation

Name

Residence

(Signature)

Occupation

[Form D] [Inserted, - vide Chandigarh Administration notification No. UT 3584-F2-69/8092, dated the 1st July, 1969.][See rule 8A and 8B]Deed of Conveyance of building site sold [by allotment/hire purchase Agreement] [Substituted for the 'by allotment' vide Chandigarh Administration Notification No. UT. 492- F2- 72/2488, dated the 17th February, 1972.]Deed of Conveyance of a site \_\_\_\_\_ sold (by allotment/hire purchase agreement) to be used as a site for Residential/Commercial/Industrial/Religious/Cultural/Educational purpose in Chandigarh. This Indenture made on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ between the President of India (hereinafter called 'the Vendor') of the one part and \_\_\_\_\_, son of \_\_\_\_\_ in the district of \_\_\_\_\_ (hereinafter called the transferee) of the other part. Whereas the site hereinafter described and intended to be hereby conveyed was owned by the Vendor in full proprietary right; And whereas the Central Government has sanctioned the sale of the site to transferee in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) for the purpose of building (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). And whereas the transferee has paid/agree to pay the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) being the purchase money, subject to variation by mutual agreement. Now, therefore, this indenture witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants of the transferee hereunder contained and of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) paid by the transferee [(A) as earnest money (the receipt of which the Vendor hereby acknowledges) and the undertaking of the] [Omit A to B if full price paid.] transferee to pay the balance with 6 per cent per annum interest calculated from the date of issue of allotment letter in three equated yearly instalments, the first instalment being payable on the 10th day of \_\_\_\_\_ 19\_\_\_\_. (B) The Vendor hereby grants and conveys unto the transferee all that piece or parcel of site.

No. | Street Shopping Centre | Sector, \_\_\_\_\_ area in square yards

and more particularly described in the plans filed in the office of the Estate Officer signed by the Estate Officer aforesaid and dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ (hereinafter called the said site). To have and to hold the same unto and to the use of the transferee subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them, that is to say:-(1)(a) The transferee shall enjoy the right of possession and enjoyment so long as he [(A) continues paying his instalments on the due dates or such extended time as the Estate Officer may allow in writing and otherwise (B) abides by the terms and conditions of sale.] [Omit A to B if full price paid.] (b) The vendor shall have a first and paramount charge over the said site for the unpaid portion of the purchase price, and, save with the sanction of the Estate Officer, the transferee shall

have no right to transfer by way of sale, gift, mortgage or otherwise the site or any right, title or interest therein (except by way of lease on a monthly basis) till [(A) such time as the full purchase price is paid to the Vendor and [(B) a period of [-] [Omit A to B if full price paid.] from the date of completion of the construction on the said site, has expired (C).(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 sink pits, erect building, construct lines and generally appropriate and use of 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 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 building on the said site by such works or workings or letting down as may be agreed upon between the Vendor and the transferee or failing such agreement as shall be ascertained by reference to arbitrations.(3)The transferee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said site by competent authority.(4)The transferee shall within \_\_\_\_\_ years from the date of issue of allotment order namely \_\_\_\_\_ 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 Capital of Punjab (Development and Regulation) Buildings Rules, 1952 :Provided that the time-limit under this clause may be extended by the Estate Officer if he is satisfied that the failure to complete the building within the said time was due to some causes beyond the control of the transferee.(5)The 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.(6)[ Except for the purpose of constructing a building or laying a garden in accordance with the rules made under the Capital of Punjab (Development and Regulation) Act, 1952, the transferee shall not dig or cause to be dug any pit upon the said site, till the full price has been paid.] [Omit if full price paid.](7)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 purpose of ascertaining that the transferee has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.(8)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.(9)The transferee shall accept and obey all the rules and orders made or issued under the Capital of Punjab (Development and Regulation) Act, 1952.(9-A) In consideration of the Vendor having allotted the said site to the transferee at a concessional price of rupees \_\_\_\_\_ per square yard the transferee undertakes to refrain, except with the previous permission in writing of the Estate Officer, from transferring by way of sale, gift, mortgage, or otherwise (except by way of lease on a monthly basis) the site or any right, title or interest therein for a period of [-] [The words 'ten years' omitted - vide Chandigarh Administration Notification No. U.T. 2685-F2-76/10-10483, dated the 14th June, 1976.] from the date of completion of construction on the said site.(10)In the

event of [(A) non-payment of any instalment on due date by the transferee or (B) the breach by the transferee of] [Omit A to B if full price paid.] 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 re-possess, retain and enjoy the same as to his former estate and the 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.(11)In the event of any dispute or difference at any time arising between the Vendor and the transferee, as to the true intent and meaning of these presents and of each and every provision thereof, the property and rights hereby reserved or any of them, or in any manner incidental or relating thereto, the said dispute or difference shall be referred to the Chief Administrator, whose decision thereon shall be final and binding on the parties thereto.If and so long as the transferee shall fully perform and comply with and shall continue to so perform and comply with each and all the terms and conditions herein made and provided but not otherwise the vendor will secure the transferee in full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.And it is hereby agreed and declared that unless a different meaning shall appear from the context :-(a)the expressions "Chief Administrator" and "Estate Officer" shall mean the officers so appointed by the Central Government under the provisions of the Capital of Punjab (Development and Regulation) Act, 1952;(b)the expression "Vendor" used in these presents shall include in addition to the President of India, the Central Government, and in relation to any matter, or anything contained in or arising out of these presents, every person duly authorised to act or to represent the Central Government in respect of such matter or thing;(c)the expression "transferee" used in these presents shall include, in addition to the said \_\_\_\_\_his lawful heirs (permitted), successors, representatives, assigns, transferees, lessees; and any person or persons in occupation of the said site or building erected thereon with the permission of the Estate Officer.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 (Transferee) \_\_\_\_\_at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_)In the presence of;Witnesses

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

Residence

Occupation (Signature)

Name

Residence

(Signature)

Occupation

Signed by, for, and on behalf of the President of India  
and setting under his authority at the \_\_\_\_\_ day  
of \_\_\_\_\_ 19

(Deputy  
Commissioner-cum-Estate Officer)

In the presence of;

Witnesses -

Name

Residence

(Signature)

Occupation

Name

Residence

Occupation

(Signature)

[Form E] [Inserted vide Chandigarh Administration Notification No. UT. 3584- F2- 69/8092, dated the 1st July, 1969.](See rule 8A and 8B)Deed of conveyance of site and the building erected thereon sold [by allotment/hire-purchase agreement] [Substituted for the words 'by allotment' vide Chandigarh Administration Notification UT. 492-F2-72/2488, dated 17th February, 1972.] to be used as a building for Residential/Commercial purposes in Chandigarh.This indenture made on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_, between the President of India (hereinafter called the Vendor) of the one part and \_\_\_\_\_ son of \_\_\_\_\_ (hereinafter called the transferee) of the other part.Whereas the site and the building erected thereon hereinafter described and intended to be hereby conveyed was owned by the vendor in full proprietary right;And whereas the Central Government has sanctioned the sale of the site and the building erected thereon to the transferee in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) for using the same exclusively for \_\_\_\_\_ (State here residence or trade as the case may be);And whereas the transferee has {||-| And whereas the transferee has| paid the sumagreed pay| \_\_\_\_\_ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) }|(Rupees \_\_\_\_\_) being the purchase money.Now, therefore, this indenture witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants of the transferee hereinafter contained and of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) paid by the transferee [(A) as acknowledged and the undertaking of the transferee] [Omit form A and B if full price paid.] to pay the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) with interest at 6 per cent per annum calculated from the date of issue of allotment letter in three equated yearly instalments, the first instalment being payable on the 10th day of \_\_\_\_\_ 19 \_\_\_\_ (B) the vendor hereby grants and conveys unto the transferee all that piece or parcel of site No. {||-| No.| StreetShopping Centre| Sector, \_\_\_\_\_ area in square yards \_\_\_\_\_ }|in Sector \_\_\_\_\_ area in square yards \_\_\_\_\_ and more particularly described in the plans filed in the office of the Estate Officer signed by the Estate Officer aforesaid and dated the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_ hereinafter called the said building for the aforesaid purpose.To have and to hold the same unto and, to the use of the transferee subject to the exceptions, reservations, conditions, covenants, hereinafter contained and, each of them that is to say :-(1)(a)The transferee shall enjoy the right of possession and enjoyment so long as he [(A) continues paying instalments on the due dates or such extended time as the Estate Officer may allow] [Omit form A and B if full price paid.], in writing and otherwise (B) abides by the terms and conditions of sale.(1)(b)The Vendor shall have a first and paramount charge over the said building for the unpaid portion of the purchase price, and save with the sanction of the Estate Officer, the transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the said building or the site upon which it has been erected or any right, title or interest therein (except by way of lease on a monthly basis) till (A) such time as the full purchase



price is paid to the Vendor and (B) a period [-] [Omit form A and B if full price paid.] [Substituted for the words 'The hirer shall hereinafter .....said site/building.' - vide Chandigarh Administration Notification No. 2840-UT-F2- 73/7765, dated the 18th June, 1973 and applicable to hire-purchase agreements under the Allotment of Booths on the Lease and Hire-Purchase Basis to Eligible Shopkeepers of Nehru and Shastri Markets in Chandigarh Scheme, 1972 notified in the Chandigarh Administration Gazette No. UT. 1443-F2-72/3559, dated the 6th March, 1972 and to other hirers mentioned in the notification, dated 18th June, 1973.] from date of allotment of the site and the building erected thereon has expired.(2)The Vendor reserves to himself all mines and minerals whatsoever in or under the 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 powers to remove all or any part of the building and to carry out any surface or any part underground workings, and to let down the surface of all or any part of the site and to sink pits, re-erect building, construct lines and generally appropriate and use the surface of the site for the purposes 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 transferee shall be entitled to receive from the Vendor such payment for the damage done to the said building or to its surface by such works or workings or letting down or for the occupation by him of the surface as may be agreed upon between the vendor and the transferee or failing such agreement as shall be ascertained by reference to arbitration.(3)The transferee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said building by a competent authority.(4)The transferee shall not re-erect, add to or alter the said building except in accordance with the rules made or orders issued under the Capital of Punjab (Development and Regulation) Act, 1952.(4-A) In consideration of the Vendor having allotted the said building to the transferee at a concessional price of rupees

\_\_\_\_\_ the transferee undertakes (except with the previous permission in writing of the Estate Officer) to refrain from transferring by way of sale, gift, mortgage or otherwise (except by way of lease on a monthly basis) the building or the site or any right, title or interest therein for a period of [ - ] [The words 'ten years' omitted - vide Chandigarh Administration Notification No. U.T.-541-F2-72/3155, dated the 21st February, 1972.] from the date of its allotment.(5)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 the whole or any part of the said building for the purpose of ascertaining that the transferee has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.(6)The Vendor shall have full right, powers 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 building the costs of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.(7)In the event of [(A) non-payment of any instalment on due date by the transferee or of (B) the failure of the transferee] [Omit A to B if full price paid.] to observe any of terms containing 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 building or any part thereof and to repossess, retain and enjoy the same as to his former estate and the 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.(8)In the event of any

dispute or difference at any time arising between the Vendor and the transferee as to the true intent and meaning of these presents and of each and every provision thereof, the property and rights hereby reserved or any of them, or in any manner incidental or relating thereto), the said dispute or difference shall be referred to the Chief Administrator, whose decision thereon shall be final and binding on the parties hereto. If and so long as the transferee shall fully perform and comply with and shall continue to so perform and comply with each and all the terms and conditions herein made and provided, but not otherwise the vendor will secure the transferee in full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured. And it is hereby agreed and declared that unless a different meaning shall appear from the context -(a) the expressions "Chief Administrator" and "Estate Officer", shall mean the officers so appointed by the Central Government under the provisions of Capital of Punjab (Development and Regulation) Act, 1952; (b) the expression 'Vendor' used in these presents shall include, in addition to the President of India, the Central Government, and in relation to any matter or anything contained in or arising out of these presents, every person duly authorised to act or to represent the Central Government in respect of such matter or thing; (c) the expression 'transferee' used in these presents shall include in addition to the said \_\_\_\_\_ his lawful, heirs (permitted), successors, representatives, assigns, transferees, lessees and any person or persons in occupation of the said building with the permission of the Estate Officer. In witness whereof the parties hereto have hereunder respectively subscribed their names at the places and on the date hereinafter, in each case specified. Signed by the said \_\_\_\_\_ at \_\_\_\_\_ on the (Transferee) \_\_\_\_\_ day of \_\_\_\_\_ 19)

In the presence  
of :-

Witnesses :-

Name \_\_\_\_\_ One of these witnesses must be a Magistrate (with his Courtseal) if the deed is not executed before the Estate Officer

Residence \_\_\_\_\_ (Signature)

Occupation \_\_\_\_\_

Name \_\_\_\_\_

Residence \_\_\_\_\_

(Signature)

Occupation \_\_\_\_\_

Signed by, for, and on behalf of the President of India and setting under his authority at Chandigarh the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

(Deputy  
Commissioner-cum-Estate  
Officer)

In the presence of -

Witnesses -

Name \_\_\_\_\_

Residence \_\_\_\_\_

(Signature)

Occupation \_\_\_\_\_

Name \_\_\_\_\_

Residence \_\_\_\_\_

(Signature)

## Occupation