

The East Punjab Refugees Rehabilitation (Buildings and Building Sites) Rules, 1948

HARYANA

India

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Rule

THE-EAST-PUNJAB-REFUGEES-REHABILITATION-BUILDINGS-AND-E of 1948

- Published on 17 September 1948
- Commenced on 17 September 1948
- [This is the version of this document from 17 September 1948.]
- [Note: The original publication document is not available and this content could not be verified.]

The East Punjab Refugees Rehabilitation (Buildings and Building Sites) Rules, 1948Published vide East Punjab Government Gazette, Part 1, page 782, 1948, Notification No. 3308-S. dated 17.9.1948

1. Preliminary.

(a)These rules shall be called East Punjab Refugees Rehabilitation (Buildings and Building Sites) Rules, 1948.(b)These rules shall come into force at once.

2. Interpretation.

(a)"Ordinance" means E.P.R.R. (Buildings and Building Sites) Ordinance, 1948.(b)"Evacuee", "Custodian", "Evacuee Property", shall have the meaning respectively assigned to those words in East Punjab Evacuees (Administration of Property) Act, 1947.

3. Sale.

- (i) The sites shall be sold by the [State] [Substituted for the word 'Provincial' by the Adaptation of Laws Order, 1966.] Government by auction or private treaty to refugees on terms and conditions detailed in Annexure "A" to these Rules.(ii)In case of private treaty the sale price shall be the reserve price which shall be determined by the Public Works Department after taking into account the total price of the land acquired, the cost of the amenities to be provided and the areas to be left for public purposes, gardens or roads.

4. Building.

- The [State] [Substituted for the word 'Provincial' by the Adaptation of Laws Order, 1966.] Government may from time to time through the Public Works Department build such houses, shops, garages, godowns, etc. as it may deem fit in accordance with the approved specifications.

5. Conditions of sale.

- Such buildings shall be sold to the refugees by auction, or by private treaty on the terms and the conditions contained in Annexure "B".

6. Sale price of building.

- The sale price of the building in case of private treaty shall be equal to the actual cost of the building plus the reserve price of the site, determined in the manner provided in rule 3(ii). [7. Right to transfer. - An application by the purchaser seeking permission for transfer under section 8 of the Act stating the facts necessitating the sale, transfer or mortgage, and duly verified in the manner prescribed by the Civil Procedure Code, shall be presented to the Deputy Commissioner of the district. The Deputy Commissioner may permit transfer if the transferee undertakes to abide by all the terms and conditions on which the site or the building was purchased by the transferor.] [Substituted for the existing rule 7, Notification No. 10325/S(Reh), dated 11.9.1963.]

8. Method of payment of instalments.

- The purchaser shall pay the instalment by the 10th of the month in which the instalment falls due, by making a deposit in the Treasury or in such other scheduled bank as may be appointed by the Deputy Commissioner of the district from time to time. An intimation of this fact shall be given by the purchaser to the Deputy Commissioner or such other person as may be appointed in this behalf by him.

9. Procedure in case of default.

- In case any instalment is not paid by the purchaser on the stipulated date, a notice shall be served on the purchaser, calling upon him to pay the instalment by a date mentioned in the notice which shall be one month from the date of the notice together with penalty which may extend to 10 per cent of the instalment payable. If the payment is not made within this period or such extended period as may be determined by the Deputy Commissioner but not exceeding in all six months from the due date of the instalment, the Deputy Commissioner may take any one or more of the following steps :-(a)recover the instalment together with the penalty from the movable or immovable property of the purchaser as arrears of land revenue;(b)resume the site or the building; and(c)forfeit the whole or part of the money already paid by the purchaser.

10. Appeals.

- An appeal under section 12 of the Ordinance shall be presented to the Superintendent of the office of the Financial Commissioner, Rehabilitation, or such other Officer as may be appointed by Financial Commissioner, Rehabilitation, in this behalf [It shall be stamped with Court Fee of Re. 1] [Added by Punjab Government Notification No. 2187-U, dated 12.3.1950 and published in Punjab Government Gazette, Part I, 1950, page 248.].

11. Amenities.

- The [State] Government through the Public Works Department (Development) or any local authority shall within such period as may be provided by general or special order provide roads and make arrangement for drainage and water-supply and electric street lighting as it may deem fit and proper. The initial cost of such amenities or a portion of it may be taken into consideration in arriving at the reserve price of the site to be sold.

12. Conveyance deed.

- (i) The [State] Government shall execute in favour of the purchaser of a site or building a deed in the form annexed to these rules as Schedule "C".(ii)[The State Government shall execute in favour of the lessee of a site or building, a deed in form annexed to these rules as Schedule "C.A."] [Rule 12 renumbered as sub-rule (i) and sub-rule (ii) added thereto by Punjab Government Notification No. C-3931-51/2103, dated 19.7.1951, published in Punjab Government Gazette, Part I, 1951, page 803.]

13. Time within which building is to be erected.

- [The purchaser shall complete the building within one year of the date of the sale] [Substituted for the first sentence of rule 13, vide Punjab Government Notification No. 3207/U, dated 21.4.1951, published in Punjab Government Gazette, 1951, page 445.]. The time limit of the completion may be extended by the Deputy Commissioner of the district if the purchaser shows that his failure to complete the building within the time stipulated, was due to reasons beyond his control.

14. Buildings.

- No building shall be erected by the purchaser on the building site or any alteration or addition made to the existing building except with the previous sanction of the Executive Engineer, Public Works Department of the division in which the site or the building is situated and unless it conforms to and is in accordance with the bye-laws annexed to these rules as schedule "D" or as modified by the [State] [Substituted for the word 'Provincial' by the Adaptation of Laws Order, 1950.] Government from time to time.

15. Failure to comply with bye-laws or sanction.

- If the building is not erected in accordance with the bye-laws or the sanction given under these bye-laws, the Executive Engineer, Public Works Department of the division or any person duly authorised by the [State] Government in this behalf shall without prejudice to other rights be entitled to order the purchaser to alter or demolish the building within the time stated in such notice, failing which he may himself have the building altered or demolished at the cost of the purchaser or owner for the time being.

16.

The Executive Engineer, Public Works Department, may instead of insisting on the demolition of the building allow the building to remain, on payment of a penalty to be determined by him or by a person duly authorized by him.

17. Form of notice.

- Notices to be served under the provisions of the Ordinance or these Rules may be in the form annexed to the Rules as Schedule "E".

18. Mode of service.

- Any notice required to be served on an individual or a body of persons may be served personally or by fixation of the notice on a prominent part of the building or site or by beat of drum or by publication in the Government Gazette or in some vernacular paper circulating in the district :Provided, however, that so far as possible efforts shall always be made to serve the individual personally.

19. Form of application.

- Where a site or land is not sold by auction but by private treaty the intending purchaser shall make an application in the form appended to the Rules as Schedule "F" and the Deputy Commissioner after making such enquiry as he may deem necessary and in accordance with the instructions of the Government on the subject, may sell the land to the applicant at the reserve price or the cost of the building plus reserve price of the site as the case may be.

A

Conditions of Sale of Site

1. Who can purchase. - Only a refugee who does not own a site or a house in [in the Indian Union] [Substituted for the words 'East Punjab', Punjab Government Notification No. 10328/U, dated 27/28.7.1949, published in Punjab Government Gazette, Part I, 1949, Page 727.] and whose wife or dependent children have no such house or site, can purchase a site.

2. A refugee (including his wife and dependent children) can purchase only one site in East Punjab.

3. Building. - The building shall be built on the site purchased in accordance with a plan which must conform to the building bye-laws made under the rules under the Ordinance [East Punjab Refugee Rehabilitation (Buildings and Building Sites) Ordinance No. _____ of 1948]. There would be no restriction on the designs which can be chosen by the purchaser. Double storied buildings will be allowed with a Barsati and a store-room on the third storey. A cattle-shed with a concrete cemented floor or other impervious material providing proper drainage shall be permitted.

4. Building shall be commenced within 18 months of the sale and completed within three years. The time limit of completion can be extended by the Deputy Commissioner if the purchaser can show that the building could not be completed within the stipulated period for reasons beyond his control :

Provided, however, that, before the erection of the permanent building is commenced or completed, the purchaser shall be at liberty to pitch temporarily a tent or erect a temporary shed or a kacha building for the purpose for which the site has been purchased.

5. Area under building. - The total built-up area shall not exceed 40 per cent of the area of the site.

6. Payment. - The purchase price shall be payable either in lump sum or by instalments as follows :-

(i) 5 per cent at the time of the sale; and (ii) the balance with interest at 3 per cent per annum in 30 half-yearly equated instalments, the first instalment being payable six months after the sale.

7. Restriction on transfer. - Transfer of any right, title or interest will be permitted freely after the whole purchase price has been paid. Prior to that transfer of any interest in the site shall be permitted only with the sanction of

the Financial Commissioner, Rehabilitation, which shall not ordinarily be given except in cases in which :-

(i)the purchaser has been allotted agricultural land in a district other than the one in which the purchased site is situate; or(ii)the purchaser has set up his permanent business and shifted his residence to a place other than the place where he had purchased the site.In all such cases offer for the transfer of the site must, in the first instance, be made to a refugee at a price not exceeding the cost of the site and the building, if any, erected on it, plus the additional expense, if any, incurred by the transferrer.The decision of the Financial Commissioner, Rehabilitation, will be final.

8. The purchaser, however, shall be permitted to let a part or whole of the building erected on the site, on a monthly basis.

B

Conditions of Sale of Building

1. Who can purchase. - Only a refugee who does not own a site for a house in the [Indian Union] [Substituted for the words 'East Punjab', vide Punjab Government Notification No. 10328/U, dated 27/28.7.1949, published in Punjab Government Gazette, Part I, 1949, page 727.] and has not purchased a site from the [State] [Substituted for the word 'Provincial' by the Adaptation of Laws Order, 1950.] Government and whose wife or dependent children have also no such house or site, can purchase a building.

2. A refugee (including his wife and dependent children) can purchase only one building in East Punjab.

3. Payment. - The purchase price shall be payable either in lump sum or by instalments as follows :-

(i)5 per cent at the time of the sale; and(ii)the balance with interest at 3 per cent per annum in 30 half-yearly equated instalments, the first instalment being payable six months after the sale. The purchaser, however, can pay the balance in lump sum at any time if he so desires.

4. Restriction on transfer. - Transfer of any right, title or interest will be permitted freely after the whole of the purchase price has been paid. Prior to that transfer of any interest in the building shall be allowed only with the permission of the Financial Commissioner, Rehabilitation, which will not ordinarily be given except in cases in which :-

(i)the purchaser has been allotted agricultural land in a district other than the one in which the building is situate; or(ii)the purchase has set up his permanent business and shifted his residence to a place other than the one where he had purchased the building.In all such cases the offer of transfer of the building, must in the first instance, be made to a refugee at a price not exceeding the cost at which the building was purchased, plus additional expense, if any, incurred by the transfer.

5. The purchaser, however, shall be permitted to let a part or whole of the building on a monthly basis.

'C'

Deed of Conveyance of Building Site/Building sold by Private Treaty/AuctionDeed of conveyance of Building Site for Building [_____] [Score out the unnecessary part.] sold by private treaty/auction as a site/building for _____.This Indenture made the _____ day of _____ of _____ between the Governor of the East Punjab (hereinafter called "the vendor") of the one part and _____ in the district of _____ in the East Punjab (hereinafter called "purchaser") of the other part.Whereas the site/building hereinafter described and intended to be hereby conveyed was owned by the vendor in full proprietary right;[And whereas the purchaser has declared that he is a refugee from the West Punjab or a refugee from] [Score out the unnecessary part.] [N.W.F.P./Bahawalpur/Sind/Balauchistan but of Punjabi extraction and that he, his wife or his dependents does not own or has not already acquired a house or a site in the] [Substituted for the words 'East Punjab', vide Punjab Government Notification No. 10328/U, dated 27/28.7.1949, published in Punjab Government Gazette, Part I, 1949, page 727.] [Indian Union] [Substituted by the Punjab Government Notification No. 3027/U, dated 21.4.1951, published in Punjab Government Gazette p. 445.];And whereas the East Punjab Government has sanctioned the sale of the building site/building to the purchaser for the sum of Rs. _____ in letter No. _____ public auction held on _____ as a result of _____ application of the purchaser granted on _____ by _____ paid the sum ofAnd whereas the purchaser has _____ Rs. _____ agreed to pay the sum of _____ 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 vovenants of the purchaser hereinafter contained and of the said sum of Rs. _____ paid by the purchaser [(A) as earnest money (the receipt of which the vendor hereby acknowledges) and the undertaking of the purchaser to pay the balance with 3 per cent per annum interest in 30 equated half yearly instalments, the first instalment being payable on 10th of _____ 194 (B)] [If payment it is lump sum, score out portion (A) to (B).], the vendor hereby grants and conveys unto the purchaser all that piece or parcel of site or building described in the schedule hereto attached and more particularly in the plans filed in the office of the Collector signed by the Collector aforesaid and dated the _____ day of _____ 194 (which is hereinafter called "he said site/said building).To have and to hold the same upto and to the use of the purchaser subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them is to say :-(1)(a)The purchaser shall enjoy the right of possession and

enjoyment so long as he [(A) if continues paying his instalments on due dates or extended time, as the Deputy Commissioner of the district may allow in such writing, and otherwise (B)] [Omit (A) to (B) if payment is made in lump sum.] conforms to the terms and conditions of sale.(A)[(1)(b). The vendor shall have a first and paramount charge over the site sold or the building erected thereupon for the unpaid portion of the purchase price, and save with the sanction of the Financial Commissioner, the purchaser shall have no right to transfer by way of sale, gift, mortgage or otherwise the site/building or any right, title or interest therein (except by way of lease on a monthly basis) in the site or building till such time as the full purchase price is paid to the vendor. (B).] [Omit (A) to (B) if payment is made in lump sum.]The vendor reserves to himself all mines and minerals whatsoever, in or under the said site/building 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 underground workings, and to let down the surface of all or any part of the said site and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of the said site for the purposes of doing all such things as may be convenient or necessary for the full enjoyment of the exception and reservation hereinbefore contained :Provided that the purchaser 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 buildings or the site by such works or working or letting down as may be agreed upon between the vendor and the purchaser or failing such agreement as he shall be ascertained by reference to arbitration.(3)The site/building is sold subject to the payment of land revenue. Such revenue will be payable at the rate of _____ per marla per annum and is liable to enhancement at the discretion of the vendor of each re-assessment of the assessment circle in which the town is included.(4)The purchaser shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said site/building by competent authority.(5)[The purchaser shall within one year from the date of the sale of the said site complete the construction of the _____ on the said site, the plans of which shall be in accordance with the bye-laws made from time to time by the vendor in this respect and approved by the [Executive Engineer Public Works Department (Development) of the Division in which the site is situated provided that the time may be extended by the Deputy Commissioner of the District, in case the failure to complete the building] [Substituted by the Punjab Government Notification No. 3027/U, dated 21.4.1951, published in Punjab Government Gazette 1951, page 445.] by the stipulated date was due to reasons beyond the control of the purchaser].(6)[* * *] [Clause 6 deleted Notification No. 3027/U, dated 21.4.1951, published in Punjab Government Gazette, 1951.](7)The purchaser may add to the said building, provided the additions are made with the previous sanction of the [Executive Engineer (Development) P.W.D., of the division in which the building is situated] [Strike out in case of sites.] and are not contrary to the rules made under the East Punjab Refugees Rehabilitation (Building and Building Sites) Ordinance No. XX of 1948.(8)The purchaser shall at all times keep and maintain the said _____ including the upper storey or storeys, if any, [in a proper state of repair and cleanliness and] [Strike out in case of building.] to the satisfaction of the Collector.(9)The purchaser 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 for which the site has been sold.(10)Except for the purpose of constructing a building or of laying a garden in accordance with the rules the purchaser shall not dig or cause to be dug any pit upon the said site/building, till the full price has been paid.(11)The purchaser shall not till the full price has been

paid use the building to be erected on the said site/said building as aforesaid for any purpose inconsistent with that for which the said site/building is granted that is, for any purpose other than that of a _____ or permit the same to be so used nor shall he allow any part of the said site/building to be used for any purpose other than that for which it is hereby granted.(12)The vendor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours' notice in writing enter in and upon any part of the said site/building or building erected thereon for the purpose of ascertaining that the purchaser has duly performed and observed the covenants and conditions to be by him performed and observed under these presents.(13)The vendor shall have full right, power and authority at all times to do, through officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the purchaser as a first charge upon the said site/building and the buildings thereon, the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.(13)The vendor shall have full right, power and authority at all times to do, through officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the purchaser as a first charge upon the said site/building and the buildings thereon, the cost of doing all or any such acts and things and all costs incurred in connection therewith or in way relating thereto.(14)In the event of non-payment of any instalment on due date or the breach or non-observance by the purchaser of any of the covenants, herein on his part to be observed then, and in any such case, it shall be lawful for the Collector notwithstanding the waiver of any previous cause or right for re- entry to enter into and upon the said site/building thereon or any part thereof and to re-possess, retain and enjoy the same as of his former estate and the purchaser shall not be entitled to a refund of the purchase money or any part thereof or to any compensation whatsoever on account of such resumption.(15)In the event of any dispute or difference at any time arising between the vendor and the purchaser 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 Financial Commissioner, Rehabilitation, for the time being of the East Punjab whose decision thereon shall be final and binding on the parties hereto.If either party shall neglect or refuse for the space of thirty days after request in writing by the other party, so to refer the matter, then the other party may himself refer the matter for the decision of the Financial Commissioner, Rehabilitation, who may proceed, as though the reference were by both parties and his decision thereon shall be final and binding on both the parties.(16)If and so long as the purchaser 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 purchaser in full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assumed.And it is hereby agreed and declared that unless a different meaning shall appear from the context :-(a)the expression "Collector" shall mean the Collector of the district where the land is situated;(b)the expression "vendor" used in these present shall include in addition to the Governor of the East Punjab, the Government of East Punjab, 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 Government of East Punjab in respect of such matter or thing;(c)the expression "purchaser" 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/building or building erected thereon with the permission of the Deputy Commissioner. In witnesses whereof the parties hereto have hereunto respectively subscribed their names at the places and on the dates hereinafter in each case specified.

Signed by for and on behalf of the Governor of East Punjab and setting
under his authority at _____ this _____ Collector
day of _____ 19 _____

Signed by the said _____ at _____ on _____
the _____ day of _____ 19 _____ Purchaser

In the presence of :-

Witnesses -

Name _____

Residence _____

Occupation _____

Witness

Name _____

Residence _____

Occupation _____

Witness

Schedule :-

Collector

Signature :-

Purchaser

Witness

D

(Rule 14) Building Bye-laws under the rule made under the East Punjab Refugees Rehabilitation (Buildings and Building Sites) Ordinance, 1948.

1. Definitions. - In these bye-laws :-

(i) "Site" includes not only the land actually covered by the building but also the land at the front, rear and site of each building. (ii) "Plinth level" means the level of the ground floor of a building. (iii) "Storey" means any horizontal division of a building so constructed as to be capable of use as a living and sleeping apartment although such horizontal divisions may not extend over the whole depth or width of the building. (iv) "Party wall" - (a) A wall forming part of a building, and being used or constructed to be used in any part of the height or length of such wall for separation of adjoining buildings belonging to different owners or occupied or constructed or adopted to be occupied by different persons; or (b) a wall forming part of a building and standing in any part of the length of such wall, to a greater extent than the projections of the footing on one side or grounds of different owners. (v) "External wall" means an outer wall of a building not being a party wall, even

though adjoining to a wall of other building.(vi)"Building line" means a line parallel with the centre line of a road or street and laid down in each case by the Financial Commissioner, Rehabilitation, beyond which nothing can be erected or re-erected save with the particular and express sanction of the Financial Commissioner, Rehabilitation.(vii)"Shop" means a building used for carrying on trade or business. It does not include a warehouse wholesale trade or petrol filling station.(viii)"Residential building" means building used or constructed or adopted to be used wholly or principally for human habitation, and includes all garages, stables, cattle-shed or other out buildings appurtenant thereto.(ix)"Masonry walled building" means a building, the external walls of which are constructed of bricks, stone or other similar material without the aid of timber, iron or steel framing.(x)"Habitable room" means a room constructed to be used as a sleeping room or living room.(xi)"Barsati" means a small shed on the roof of the building used for shelter during the rains.(xii)"Mamti" means a small structure erected on the roof of a building at the head of a staircase to protect such staircase from the weather.(xiii)"Executive Engineer" Officer of the Public Works Department Buildings and Roads Branch, Incharge of a Division dealing with development works in the colony.

2. Notice to build (building application). - (i) Every person intending to erect or re-erect any building or to carry out additions and alterations in an existing building shall give notice of such intention in writing in Form A appended to these bye-laws to the Executive Engineer concerned, and shall at the same time submit :-

(a)a site plan of the land on which it is intended to erect or re-erect the building (bye-law 4).(b)a plan of the building which it is proposed to erect or re- erect (bye-laws 3).(c)specifications detailed in Form B appended to these bye- laws.(ii)Any erection or re-erection of a building or carrying out additions and alterations in the existing building shall not be commenced without obtaining the written sanction of the Executive Engineer, Development, concerned.(iii)Forms 'A' and 'B' may be obtained, free of charge, from the office of the Executive Engineer concerned.

3. Building Plan. - The building plan must be drawn to a scale of not less than 1/8 inches to a feet must be submitted on a linen cloth with 2 distinct ferro copies and must show :-

(1)The plan of the ground floor, and of every additional floor.(2)The position and dimensions of all projections beyond the main walls of the building.(3)The position of all proposed drains, privies, latrines, urinals and cesspools.(4)The level and width of the foundations and the level of plinth with reference to the level of the centre of the adjoining road.(5)The level of the courtyard and open spaces in the building.(6)The elevations, giving full details and section of proposed buildings and of the various parts of the privies, i.e., receptacles, seats, ventilations, drain connections, cesspools, sweepers door, etc.(7)The size of the doors, windows and ventilating openings of each room of each storey.(8)The position of fireplaces and chimney in every plan and revelation.

4. Site Plan. - The site plan must be drawn to a scale of not less than 16 inches to a foot, must be submitted on a linen cloth with 2 distinct ferro copies and must show:-

(1)The direction of North point.(2)The boundaries of the site with measurements of each side of the boundary.(3)The position of the site in relation to the neighbouring road or roads with all the road side trees and lamp posts, if any.(4)Level of the site in relation to the street on which it abuts.(5)The position of the proposed building in relation to the boundaries of the site.(6)The open space to be left inside or about the building to be erected, altered or added to.(7)The position, form and dimensions of all the out-houses, garage, cattle-shed, stables, privies, drains, soak pits and other ancillaries.(8)Other buildings in out-line within a distance of 50 feet from the boundaries in relation to the proposed building.(9)(i)The area to be occupied by the main building proposed.(ii)The area of the ancillary building proposed.(10)Drainage arrangements.

5. Area to be built up. - In case of [sites] [Substituted by the Punjab Government Notification No. 3027/U, dated 21.4.1951.] for residential buildings the built up area shall not exceed 40 per cent of the total area of the site (2). Provided that only one set of residential building shall be constituted on one plot.

6. Building Line. - (i) No residential building shall be constructed within the following distances from the main road boundary :

(a)Where the site is less than one kanal [8 feet](b)Where the site of one kanal and more than but less than 2 kanals 15 feet(c)Where the site is 2 kanals and more but less than 4 kanals 25 feet(d)Where the site is of 4 kanals and more but under 6 kanals 40 feet(e)Where the site is of 6 kanals and over(ii)The building line at the rear shall be as follows :-(a)where the site is less than 2 kanals 15 feet(b)Where the site is of 2 Kanals and more 35 feetThis shall not exclude the erection of a latrine 8 feet high and 40 square feet in area, a [sump or a soakage pit, a servant quarter garage or a cowshed subject to the conditions that they do not cover more than 40 per cent of the back and side boundary lines] [Substituted for the words 'cesspool and a bathing tank' by Punjab Government Notification 3027/U, dated 21.4.1951, published in Punjab Government Gazette 1951, p.](iii)Side clearance :-(a)In case of sites not exceeding 2 kanals a space of a distance not less than 5 feet shall be kept clear on [one side] [Substituted for the words 'either of its sides' by Punjab Government Notification 3027/U, dated 21.4.1951.],(b)In case of sites measuring 2 kanals or more the space to be kept clear, at the sides shall be a distance not less than 10 feet on each side.

7. Height of the building. - (a) No building shall have more than two storeys, but a barsati not exceeding 225 square feet in floor area and 10 feet in height, a store room not exceeding 120 square feet in area, a mumti over the staircase may be allowed on the third storey.

(b) The over-all height of a building measured from the plinth level to the top of the parapet shall not exceed 38 feet. This does not include any chimney, stack or any architectural feature like the pediments, etc., adding to the height. (c) The plinth of the building shall not be less than [one foot] [Substituted for the word and figure '2 ft.' by Punjab Government Notification 3027/U, dated 21.4.1951.] above the finished road level, provided that in the case of garage and cattle-sheds the plinth height may be reduced to [6 inches] [Substituted for the words 'one foot' by Punjab Government Notification 3027/U, dated 21.4.1951.] above the adjoining road level.

8. Thickness of walls of residential masonry walled buildings. - Every person who shall undertake the construction of masonry walled buildings shall construct every external wall, every wall abutting on an interior open space and every party wall included in such work in accordance with the following specifications and in every case the thickness prescribed shall be the minimum thickness of which any such wall may be constructed and the several dimensions shall apply to masonry walls built of bricks :-

(1) Height upto 10 feet. - Where the wall does not exceed 10 feet in height (whatever its length), it shall be nine inches thick for its whole height. (2) Height upto 15 feet. - Where the wall exceeds 10 feet and does not exceed 15 feet in height (whatever its length), it shall be 13 inches thick for a height of 8 feet and 9 inches for the remaining height. (3) Height upto 25 feet. - Where the wall exceeds 15 feet, but does not exceed 25 feet in height, its thickness shall be as follows :- (i) If the wall does not exceed thirty feet in length, it shall be thirteen and a half inches thick for its whole height. (ii) If the wall exceeds thirty feet in length, it shall be eighteen inches thick below the top-most storey, if it comprises more than one storey; or if it comprises a ground floor only, then eighteen inches thick for a height of fifteen feet above its base and in either case, thirteen and a half inches thick for the rest of its height. (4) Height up 35 feet. - Where the wall exceeds twenty-five feet but does not exceed thirty-five feet in height, its thickness shall be as follows :- (i) If the wall does not exceed thirty feet in length, it shall be eighteen inches thick from the base for the height of one storey, and thirteen and a half inches thick for the rest of its height. (ii) If the wall exceeds thirty feet in length, it shall be eighteen inches thick from the base for the height of two storeys, and thirteen and a half inches thick for the rest of its height. (5) Height up to 45 feet. - Where the wall exceeds thirty-five feet but does not exceed forty-five feet in height, its thickness shall be as follows :- (i) If the wall does not exceed thirty feet in length, it shall be eighteen inches thick from the base for the height of one storeys, and thirteen and a half inches thick for the rest of its height. (ii) If the wall exceeds thirty feet in length, it shall be twenty-two and a half inches thick from the base for the height of two storeys, then eighteen inches thick for the rest of its height.

9. Building with sun-dried bricks. - No building built of sun-dried bricks, whether with or without the additions of burnt bricks shall be more than one storey high.

10. Roofing with inflammable material. - No building shall be roofed with straw or other easily inflammable material.

11. Habitable room. - Every living room shall have :-

(a) A clear superficial area of not less than 120 sq. ft. and a height of at least 10 feet in every part from floor to the ceiling. (b) It shall have opening either directly or through windows or doors and windows having an aggregate opening of not less than $\frac{1}{4}$ th of the superficial area of the floor of the room, provided that where there are both doors and windows the aggregate opening of the windows shall be not less than $\left[\frac{1}{4}\text{th}\right]$ of the floor area of the room. [Substituted for the figure and word '1/4th', vide Punjab Government Notification No. 88/U, dated 5.1.1950.] (c) Window includes an opening for ventilation which is so placed as to admit both light and air without obstruction.

12. Doors and windows. - The total area of the doorways and window openings shall not be less than one-fourth of the floor area of the building.

13. Damp proof course. - All buildings shall be provided with a damp proof course of plinth level.

14. Foundations. - No wall foundation shall be erected upon any site which shall have been filled up to or covered with any materials mixed with animal or vegetable matter or covered with dust or refuse unless the same has been removed and holes filled with concrete.

15. Kitchens. - A kitchen of the main house shall have a minimum superficial area of [50 sq. ft.] [Substituted for the words and figures '80 feet' and minimum of '10 ft.' by Punjab Government Notification No. 88/U, dated 5.1.1950, published in Punjab Government Gazette, Part I, 1950, p. 35 respectively.], and a minimum of [9 ft.] [Substituted for the words and figures '80 feet' and minimum of '10 ft.' by Punjab Government Notification No. 88/U, dated 5.1.1950, published in Punjab Government Gazette, Part I, 1950, p. 35 respectively.] in height and a smoke flume, the internal section of which shall not be less than 120 sq. inches after pargeetting and unless situated in a verandah shall be ventilated by a window at least 2 sq. ft. in area.

16. Staircase. - No staircase shall be less than 3 feet in width.

17. Corridor. - No corridor shall be less than 3½ feet in width.

18. Water flushed latrines. - (i) No person shall install water flushed latrines in his house unless the house drains are connected with a municipal sewer or unless arrangements are made to purify the sewage in a properly constructed septic tank of a suitable size and to discharge the effluent into a municipal sewer or into a sullage drain certified by the Executive Engineer, Public Health Division, to be capable of carrying of the effluent without danger to the health of the public. Such installations shall be constructed under the supervision of a Sanitary Engineer and shall be approved by the Superintending Engineer, Public Health Circle, before they are taken into use.

(ii) The floor of every latrine, privy and urinal - (a) shall be of impervious materials; (b) shall be in every part at a height of not less than 3" above the level of the surface of the ground adjoining the latrine, privy or urinal; and (c) shall slope the drain in such a way that liquid will flow off quickly.

19. Drainage. - A drain shall be provided for every latrine, privy, urinal, bath room and cooking place. Such drain shall be constructed of glazed pipes, or other impervious material and shall connect to floor of the latrine, privy, urinal, bath room or cooking place with -

(a) a municipal masonry drain, or (b) a private cess pool.

20. Right of entry. - The Executive Engineer or any other person authorised by him shall be at liberty at all reasonable times in the day time to enter the premises under construction to see whether the building is being constructed in accordance with the building bye laws.

21. Sanction of the plan. - The plan will be sanctioned if it is in accordance with these bye-laws and generally accepted principles of engineering.

22. Sanction presumed if no action taken on it for 40 days. - If an intimation of the rejection of the plan is not received by the applicant within 40 days of the delivery of the application at the office of the Executive Engineer, the applicant can presume the plan to be accepted and can proceed with the construction of the building or any additions and alterations thereto.

23. Penalty. - Should a building or any addition or alteration to an existing building be begun without sanction or when sanction has been refused, the Executive Engineer may by notice delivered to the owner doing construction or within three months from the completion of the building, addition, etc., require the building, addition, etc., to be suspended, altered or demolished as he may deem necessary within the period specified in such notice:

Provided that instead of requiring the alterations or demolition of any such building the Executive Engineer may accept by way of compensation such sum as he may deem reasonable.

24. Appeal. - An appeal shall lie to the Deputy Commissioner of the District against the following orders of the Executive Engineer :-

(1) Order rejecting an application for erection, re-erection, alterations or additions to a building. (2) Any order passed under bye-law 23. The order of the Deputy Commissioner shall be final.

25. No compensation. - No compensation shall be claimable by any owner for any damage which he may have sustained in consequence of the prohibition to erect of suspension, alteration or demolition ordered under bye-law 23

26. General. - (a) Animals, belonging to the residents shall not be tethered in public streets or in [open public spaces] [The existing clause of bye-law No. 26 renumbered as clause (a) and clause (b) added thereto and for the words 'open spaces' the words 'open public spaces' substituted, by Punjab Government Notification No. 88/U, dated 5.1.1950, published in Punjab Government Gazette, Part I, 1950 : pAGE 35].

(b) No animal except a domestic pet shall be kept in any part of the [main residential building].

27. Architectural control. - Front elevations shall conform to and the buildings shall be located in accordance with the standards for each street as laid down by the Government.

Form A To The Executive Engineer, PWD _____ Division I hereby submit my application for permission to erect/add to, alter building in accordance with the plans submitted herewith on the site No. _____ I attach :- (a) A site plan in duplicate in accordance with bye-law No. 4. (b) Building plan in duplicate in accordance with bye-law No. 3. (c) Specifications in accordance with bye-law No. 2. Yours faithfully, Form B Specifications of proposed building (a) In case of erection/re-erection of a house, the house number of the house to be erected/re-erected

_____(b)The purpose for which it is intended to use the building
_____(c)The materials to be used in construction of the walls
_____(d)The number of storeys of which the building will consist
_____(e)The position and dimensions of all doors, windows and ventilation openings
_____(f)The approximate number of inhabitants proposed to be accommodated
_____(f)The number of latrines to be provided
_____(h)Whether the site has been built upon before or not; if so, when did the
previous building cease to be fit for occupation _____Signature

E

Form of notice calling the purchaser for the payment of the instalment overdue or calling upon him to rectify the breach of any term.To_____, son of _____ Address _____
Purchaser of Plot No. _____, site No. _____.Whereas, you purchased Plot No. _____ building No. _____ situated _____ on _____
andWhereas :(1)[The instalment of Rs. _____ payable on 10th of _____ 19, has not been paid so far.] [Strike the one inapplicable.](2)[You have committed the breach of the terms and conditions of the sale of the said site or building to you as detailed in the schedule below :-] [Strike the one inapplicable.]Take notice therefore, that you may :[Pay Rs. _____ as the instalment overdue plus Rs. _____ as penalty on or before _____ day of _____ 19.] [Strike the one inapplicable.](2)[You may rectify the breach of the term in the manner indicated in schedule on or before _____.] [Strike the one inapplicable.]Failing which I shall take action under sections 11 and 12 of the East Punjab Refugees Rehabilitation (Building and Building Sites) Ordinance, 1948, and shall resume the land or building and shall recover the dues as arrears of land revenue.Issued under my hand and the seal, this _____ day of ____ 19.Deputy Commissioner,_____

F

ToThe Deputy Commissioner, _____
_____Application for the purchase of a building/building site in the new town at _____ in the district of _____.Sir,

1. I am a refugee from West Punjab

_____ Bahawalpur/Balauchistan and am of Punjabi extraction, my ancestors or myself having migrated from Punjab.I am a refugee from N.W.F.P./Sind/II. I or my wife or dependent children own no house nor have already acquired a site or a building in East Punjab.III. I request that I be sold a site/Building in the new town at preferably site No./building or failing which Site No./Building or any other site of area or within 10 per cent more or less/Building of similar type.IV. I have read and understood the terms and the conditions on which the Site/Building is to be sold to me and I agree to conform to all those conditions as well as to the Rules made under the East Punjab Refugees Rehabilitation (Building and Building Sites) Ordinance No. _____ 1948, or any modification thereof.V. [I would pay the price of the Building/Site in lump sum] [Strike the one

in-applicable.]_____I would pay the price of the Site/Building in the following manner :-(i)5 per cent of the purchase at the time of sale, and(ii)the balance with interest at 3 per cent in 20 equated half-yearly instalments.Dated _____Signature _____Present address _____DeclarationI _____, son/daughter/wife/widow of _____ at present residing at _____ in the district of _____ solemnly declare that I am a bona fide refugee and particulars given above are true and correct to the best of my knowledge and belief.Attested bySignature _____Designation _____