

The Displaced Persons (Compensation and Rehabilitation) Rules, 1955

PUNJAB

India

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Rule

THE-DISPLACED-PERSONS-COMPENSATION-AND-REHABILITATION of 1955

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The Displaced Persons (Compensation and Rehabilitation) Rules, 1955Published vide Notification S.R.O. 1362 dated 21st May, 1955Notification S.R.O. 1362 dated 21st May, 1955 - In exercise of the powers conferred by section 40 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby makes the following rules:-

Chapter I

Preliminary

1. Short title

- These rules may be called the Displaced Persons (Compensation and Rehabilitation) Rules, 1955.

2. Definitions

- In these rules, unless the context otherwise requires -(a)'Act' means the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954);(b)'Acquires evacuee property' means any evacuee property acquired under section 12 of the Act;(c)'compensation' includes rehabilitation grant where such rehabilitation grant is payable along with the compensation;(d)'Government built property' means any property forming part of the compensation pool, which has been built in connection with the rehabilitation of displaced persons by the Central Government or a State Government, and includes any such property built by a local authority in pursuance of a scheme for

the rehabilitation of displaced persons sanctioned by the Central Government;(e)'Regional Settlement Commissioner' means a Settlement Commissioner appointed by the Central Government for a specified area;(f)'rural area' means any area which is not an urban area;(g)'standard area' means an area of land whose average settlement yield is ten maunds of wheat or more, but not exceeding eleven maunds or other equivalent produce in value, and whose average maturity is 90 per cent and above;(h)'urban area' means any area with the limits of a corporation, a municipal committee, a notified committee, a town area committee, a small town committee, a cantonment or any other area notified as such by the Central Government; Provided that in the case of the quasi-permanent allotment of any property of rural area already made in the States of Punjab and Patiala and East Punjab States Union, the limits of an urban area shall be as they existed on the 15th August, 1947.

Chapter II

Procedure for Submission of Compensation Application and determination of Public Dues

3. Persons entitled to make application for compensation

- An application for compensation may be made by a displaced person having a verified claim or if such displaced person is dead, by his successor-in-interest.

4. Form of application for compensation

(1)An application for compensation shall be made in duplicate in the form specified in Appendix I, to the Settlement Officer within whose jurisdiction the applicant actually and voluntarily resides, or carries on business or personally works for gain.(2)Every such application shall be accompanied by the following documents;(a)a questionnaire in the form specified in Appendix II duly answered;(b)an affidavit in the form specified in Appendix III duly sworn by the applicant and attested by a Magistrate or an Oaths Commissioner or a Justice of Peace or by any other officer competent to administer an oath;(c)three passport size photographs of the applicant;(d)a certified copy of the claim assessment order; Provided that where it is not possible for the applicant to obtain such certified copy for any reasons beyond this control, the Settlement Officer may accept a certificate issued by the authorised officer in the Office of the Chief Settlement Commissioner in lieu of such certified copy;(e)a certified copy of the Refugee Registration Certificate or a Census Card, if any such certificate or card is available with the applicant.(3)Where an application is made by a successor-in-interest of a displaced person having a verified claim, the application shall be accompanied by the following particulars and documents in addition to the documents specified in sub-rule (2) :-(a)the name and other particulars of deceased claimant and the date and place of his death;(b)a death certificate from a local body or the authority or a registered medical practitioner or the Lambardar of the village concerned;(c)particulars of all heirs and other near relatives of the deceased and their respective addresses so far as they are known to the applicant;(d)a true copy of the will or other document, if any, relating to the succession, on which the applicant relies for having succeeded to the property of the deceased claimant;(e)an affidavit in support of the particulars

specified in clauses (a) and (c) verifying the facts.(4)The documents referred to in sub-rule (2) and the documents referred to in clauses (b), (d) and (e) of sub-rule (3) may be annexed to one copy of the application only.(5)Where an applicant desires to receive compensation in cash he shall clearly state at the end of the application the Branch of the Imperial Bank from which he desires to receive the payment.

5. Scrutiny of application

(1)On receipt of an application for payment of compensation under section 4 of the Act, the Settlement Officer shall scrutinise it and if he finds that the application is not in conformity with these rules, he shall return it to the applicant with a memorandum of objections as specified in Appendix IV requiring the applicant to comply with objections within the time specified by him:Provided that Settlement Officer may on sufficient cause being shown extend the time so specified by him:Provided further that if the applicant does not comply with the objections within the extended time given by the Settlement Officer, the payment of compensation to the applicant shall be postponed to such date as the Central Government may, by general or special order, specify.(2)Where the applicant has complied with the objections as directed under sub-rule (1), the Settlement Officer shall accept the application which shall then be disposed of in accordance with the provisions of these rules.

6. Acknowledgment of application

(1)Where the Settlement Officer has received an application for the payment of compensation under section 4 of the Act which complies with the provisions of these rules, the Settlement Officer shall issue to the applicant an acknowledgment in the form specified in Appendix V stating the registration number which has been allotted to the applicant.(2)The Settlement Officer shall retain one copy of the application for verification of public dues and rehabilitation benefits and shall send the duplicate copy of the application to the office of the Chief Settlement Commissioner for verification of the assessed value of the claim in respect of which the application has been made.

7. Determination of public dues.

- The Settlement Officer shall make such enquiries as may be necessary from any officer or authority for the purpose of ascertaining whether any public dues of the following nature or recoverable from the applicant or any member of his family, namely:(a)arrears of rent in respect of Government built property including conveyance charges;(b)arrears of rent in respect of any evacuee property or any other dues payable to the Custodian in respect of such property;(c)small urban loans;(d)house building loans;(e)small urban loans;(f)rural loans;(g)unpaid instalments on account of any property purchased on instalment basis;(h)loans granted by the Rehabilitation Finance Administration constituted under the Rehabilitation Finance Administration Act, 1948 (XII of 1948).(i)amount spent on the maintenance of the applicant or any member of his family in any home or infirmary, which amounts the applicant has agreed in writing may be adjusted against the compensation payable to him;(j)loans advanced to a house building co-operative society out of the fund made available to such society by the Central Government or a State Government, together with any

interest due thereon;(k)any other dues payable to the Central Government or a State Government of the Custodian which may be declared as public dues by the Central Government under sub-clause (iv) of clause (d) of section 2 of the Act.(2)The Settlement Officer shall ascertain the amount of public dues recoverable from the applicant and the members of his family and if the particulars supplied by the applicant in his application under section 4 of the Act are incorrect or incomplete or at variance with the facts as ascertained by the Settlement Officer, the Settlement Officer shall enquire into the matter in the manner hereinafter provided.(3)For the purposes of this rule, the expression 'member of family' means any of the following relatives of the applicant who is residing with him, or is wholly or partly dependant upon him:(a)father,(b)mother,(c)husband,(d)wife,(e)son,(f)Unmarried daughter:Provided that if the applicant proves to the satisfaction to the Settlement Officer that any member of his family was living separately from him before the 14th August, 1947, the applicant shall not be liable for payment of public dues recoverable from such member.

8. Inquiry for determination of public dues.

(1)The Settlement Officer shall issue a notice of clear fifteen days to the applicant stating the principal points for clarification, if any, and the main statements which required to be verified.(2)If the enquiry relates to any discrepancy between the amount as disclosed by the applicant and the amount as found by the Settlement Officer, the notice shall call upon the applicant to show cause why the amount ascertained by the Settlement Officer should not be taken to be amount due from him.(3)The notice shall state the place, time and date for the appearance of the applicant and shall warn the applicant that if he does not appear at such place, time and date, the matter shall be decided ex parte.(4)Where the Settlement Officer is satisfied that the place where the applicant resides is more than twenty miles from the headquarters of the Settlement Officer, the applicant may be asked to appear before the Settlement Officer at some place more accessible to him.(5)The notice to appear shall direct the applicant to produce all documents in possession or power upon which he relies in support of his case.(6)On service of a notice on the applicant under this rule, the applicant shall appear in person or through an agent appointed in writing by him in this behalf who is acquainted with the facts of the case.(7)The Settlement Officer may examine the applicant or his agent with regard to all or any of the statements of fact made in the application and the substance of such examination shall be reduced to writing by the Settlement Officer.(8)The applicant shall be required to place copies of all documents on which he relies on the record maintained in the office of the Settlement Officer.(9)Where the Settlement Officer is satisfied that the notice was duly served upon the applicant, and the applicant has failed to appear in response to the notice, the Settlement Office may decide the matter ex parte.Provided that a copy of ex parte order passed under this sub-rule shall be served on the applicant by registered post acknowledgment due.(10)When an ex parte order is made under this rule, the applicant may within thirty days of the date of the service of the order make an application to the Settlement Officer who made the order for setting it aside and if the Settlement Officer is satisfied that the notice was not duly served on the applicant or that the applicant was prevented by any sufficient cause from appearing on the date fixed, the Settlement Officer shall set aside ex parte order.Explanation - For the purpose of this sub-rule, the date of the service of the order shall mean -(a)Where the order is not returned undelivered, the date when the registered letter was received;(b)Where the order is returned undelivered, the date when the order

came to the knowledge of the person concerned.(11)(a)Where at the first hearing, the applicant admits all facts and no controversial issues arise, the Settlement Officer shall make a verification order and forward the application to the Regional Settlement Commissioner.(b)If, however, the Settlement Officer finds that there is a discrepancy between the statement made by the applicant before him and those recorded by applicant in his compensation application, the Settlement Officer shall call upon the applicant to explain the discrepancies, and may, for such purpose, postpone the case to enable the applicant to produce evidence in support of his statements.

9. Summoning of witnesses

- The production of witnesses in support of his case shall be the responsibility of the applicant and reasonable opportunity shall be given to him for the production of such witnesses. Such witnesses shall not ordinarily be summoned by the Settlement Officer:Provided that the Settlement Officer may, if he deems necessary, summon any witness of behalf of the applicant at the latter's expense:Provided further that where it is necessary to summon any servant of the Government, such witness shall be summoned at the expense of the Government.

10. Order on application

(1)If after hearing the case, the Settlement Officer is satisfied that no further enquiry is necessary, the Settlement Officer shall pronounce his order on the very day on which the evidence is closed and shall supply a copy of the order to the applicant free of cost.(2)The order shall contain the points for determination, the decision thereon, and brief reasons for the decision. A copy of the order and the original application along with the records of the case shall be forwarded to the Office of the Regional Settlement Commissioner concerned with a summary in the form specified in Appendix VI, a copy of the which shall also be kept on record by the Settlement Officer.

Chapter III

Procedure to be followed by the Settlement Commissioner in the office of the Chief Settlement Commissioner on receipt of the duplicate copy of Compensation Application

11. Enquiry by the Settlement Commissioner on receipt of duplicate copy of compensation application

(1)On receipt of a duplicate copy of an application for Compensation from Settlement Officer, the Settlement Commissioner (Headquarters) shall verify the assessed value of the claim as stated in the application with the final order in respect thereof in the claims record.(2)Where there is no discrepancy between the value of the claim as stated in the application and as entered in the claims record, the Settlement Commissioner (Headquarters) shall make an endorsement, on the application that the value of the claim as stated by the applicant is correct.(3)In case of any discrepancy, the Settlement Commissioner (Headquarters) shall correct the relevant entry in the application and authenticate the same by his full signature and the seal of his Office.(4)The

Settlement Commissioner (Headquarters) shall record on the duplicate copy of the application any other information which may be relevant for the determination of the amount of compensation payable to the applicant and shall return the application to the Regional Settlement Commissioner.(5)As soon as the duplicate copy of the application for compensation is returned to the Regional Settlement Commissioner, the Settlement Commissioner (Headquarters) shall make an entry in the following form in the Summary Schedule of the relevant claim which shall be duly signed by him:-"Application for compensation in respect of claim bearing Registration No. received from the Settlement Officer and returned after verification to the Regional Settlement Commissioner on"(Date)Chapter IVDetermination of Compensation

12. Regional Settlement Commissioner to link up the papers received from the Settlement Officer with those from Settlement Commissioner

- On receipt of the original copy of an application for compensation together with the order of Settlement Officer under section 5 of the Act and other relevant records, the Regional Settlement Commissioner shall consolidate such papers with the duplicate copy of the application received from the office of the Settlement Commissioner (Headquarters).

13. Determination of amounts due from the applicant

- The Regional Settlement Commissioner shall ascertain whether any amount of the nature described below is due from the applicant:-(a)any amount due to any banking company under section 6 of the Act or any amount which is a prior charge declared under sub-section (3) of section 16 of the Displaced Persons (Debt Adjustment) Act, 1951, (LXX of 1951), in respect of which any communication is received from any Tribunal under section 52 of the Act, or(b)the amount of any unsecured debt payable by the applicant in respect of which a communication has been received from any Tribunal under section 52 of the Displaced Persons (Debt Adjustment) Act, 1951 (LXX of 1951)

14. Deduction of certain dues from the amount of Compensation

- The following dues shall be deducted from the amount of compensation in the order of priority mentioned below:-(i)Public dues;(ii)the amount, if any, referred to in clause (a) of rule 13;(iii)the amount, if any, referred to in clause (b) of rule 13;

15. Determination of net compensation

- After deducting the amount referred to in rule 14, the Regional Settlement Commissioner or an Assistant Settlement Commissioner or a Settlement Officer or an Assistant Settlement Officer, having jurisdiction and duly authorised by the Regional Settlement Commissioner, shall pass an order determining the net amount of compensation payable to the applicant in respect of his verified claim and shall prepare a summary in the form specified in Appendix VII (Abstract of particulars).

16. Scale of compensation

- Compensation shall be payable in accordance with the scale specified in Appendices VIII of IX, as the case may be.

17. Manner of payment of compensation

(1) Compensation may be paid in one or more instalments. (2) No person shall be paid in compensation in cash exceeding eight thousand rupees: Provided that the limit of Rs. 8,000 may be exceeded to the extent necessary for making payment of the holder of a statement of account, by way of marginal adjustment, of the difference between the net amount of compensation payable as shown in the said statement and the value of property allotted compulsorily under sub-rule (4) but such marginal payment shall not exceed (a) Rs. 500 where the amount shown in the statement of account does not exceed Rs. 10,000 or (b) Rs. 1,000/- in any other case. Provided further that whether cash upto Rs. 2000/- has already been paid and subsequently on enhancement of the claim etc., additional Compensation becomes payable and is within the range of Rs. 2000/- cash may be paid upto Rs. 2000/- towards additional Compensation, notwithstanding the earlier cash payment, etc. (3) Where compensation is paid to any person by adjustment of public dues, transfer of property from the Compensation Pool or partly by such adjustment or transfer and partly in cash, the total amount of compensation payable to him shall not exceed fifty thousand rupees in the first instance: Provided that nothing in this sub-rule shall apply where any such person purchases any property forming part of the compensation pool in which case the purchase price may be adjusted against the compensation payable to him in accordance with these rules, notwithstanding that the amount to be adjusted exceeds fifty thousand rupees. In its application to a Hindu undivided family, the limit of fifty thousand rupees shall apply to each share referred to in sub-rule (2) of rule 19. (4) Where the claimant to whom a Statement of Account has been issued showing the amount of compensation available to him for the purchase of property fails to utilise the whole or part of the compensation due to him by the purchase of property within six months from the 15th of January, 1959, or the date of issue of the Statement of Account, whichever is later, he may be allotted in lieu of the compensation or the unutilised part thereof due to him, any property in the compensation pool at the discretion of the Settlement Commissioner. On such allotment the claim of the claimant for compensation shall be deemed to have been satisfied. (5) Where any property is transferred to any person under this rule, a deed of conveyance shall be executed in the form specified in Appendix XXV-A.

17A. Certain Government bonds to form part of the Compensation pool

- All assets in the form of Government bonds in the hands of any Custodian in respect of compensation payable for the acquisition of any evacuee property by the State under any law relating to abolition of zamindaris and jagirs shall form part of the compensation pool.

17B. Payment of Compensation in National Plan Savings Certificates of certain Government bonds

- Notwithstanding anything contained in these rules a displaced person to whom Compensation or rehabilitation grant is payable in accordance with the provisions of the Act and these rules may, at the discretion of the Chief Settlement Commissioner, or a Settlement Commissioner, be paid compensation or rehabilitation grant-(i)National Saving Certificates, or(ii)in the form of Government bonds referred to in rule 17-A.

18. Compensation to be determined on the total value of all claims

- For the purpose of determining the compensation payable to an applicant, the Regional Settlement Commissioner shall, except as otherwise provided in these rules, add up the assessed value of all claims of the applicant in respect of all kinds of properties, other than agricultural land, situated in a rural area, left by him in West Pakistan and the compensation shall be assessed on the total value of such claims.

19. Special Provision for payment of compensation to joint families

(1)Where a claim relates to properties left by the members of an undivided Hindu family in West Pakistan (hereinafter referred to as the joint family) compensation shall be computed in the manner hereinafter provided in this rule.(2)Where on the 26th September, 1955 (hereinafter referred to as the relevant date) the joint family consisted of :-(a)two or three members entitled to claim partition, the compensation payable to such family shall be computed by dividing the verified claim into two equal shares and calculating the compensation separately on each such share.(b)four or more members entitled to claim partition, the compensation payable to such family shall be computed by dividing the verified claim into three equal shares and calculating the compensation separately on each such share.(3)For the purpose of calculating the number of the members of a joint family under sub-rule (2), a person who on the relevant date :-(a)was less than 18 years of age,(b)was a lenial descendant in the main line of another living member of joint Hindu family entitled to claim partition shall be excluded:Provided that where a member of a joint family has died during the period commencing on the 14th August, 1947 and ending on the relevant date leaving behind on the relevant date all or any of the following heirs, namely:-(a)a widow or widows,(b)a son or sons (whatever the age of such son or sons) but no lenial ascendant in the main line, then all such heirs shall, notwithstanding anything contained in this rule, be reckoned as one member of the joint Hindu family.Explanation - For the purpose of this rule, the question whether a family is joint or separate shall be determined with reference to the status of the family on the 14th day of August, 1947 and every member of a joint family shall be deemed to be joint notwithstanding the fact that he had separated from the family after that date.

19A. Maximum amount of compensation payable to a joint family in cash or otherwise

- Notwithstanding anything contained in the foregoing rules the maximum limit of two lakhs of rupees specified in Appendix VIII, and the maximum limit of eight thousand rupees in respect of cash compensation specified in sub-rule (2) of rule 7 shall apply in respect of each of the shares into which the claim has been divided in pursuance of rule 19.

19B. Compensation ordinarily payable to karta of joint family

- Compensation in the case of joint family shall ordinarily be payable to the Karta of the family, but where the members of the joint family do not agree that the compensation payable to the family may be paid to the Karta of the family, such compensation shall be paid to each member of the family in accordance with his share specified in the assessment order; or where the share is not so specified, in accordance with such share as the Settlement Commissioner may, having regard to the principle of Hindu law, determine.

20. Claims of co-owners

- Where the claim relates to property left in West Pakistan, which is owned by more than one claimants as co-owners, the unit for assessment of compensation shall be the share of the each co-owner and the compensation shall be payable in respect of each such share as if a claim in respect thereof had been filed and verified separately.

21. Mixed claims

- Where a person holds a number of verified claims in different capacities, the total compensation payable to him shall be determined in accordance with the provisions of Rules 18, 19 and 20.

Chapter IVA

21A. Period within which the amount of deduction payable

- The period within which the amount of deduction is to be paid to be Central Government under the proviso to sub-section (1) of section 8A of the Act shall be six months of the determination of the principal sum for which the property was mortgaged.

21B. Determination of the value of the property to be surrendered

- In determining the value of any portion of any property to be surrendered by the displaced person under clause (b) of the second proviso to sub-section (1) of section 8A of the Act, the Settlement Commissioner shall have due regard to the value already assigned to such property and the manner

of its determination at the time of its allotment to the displaced persons.

Chapter V

Payment of Compensation by transfer of acquired Evacuee Properties

22. Class of acquired evacuee property which may be allotted -

The following classes of acquired evacuee property shall ordinarily be allotted, namely:(a)any residential property in the occupation of a displaced person, the value of which does not exceed fifteen thousand rupees;(b)any shop in the occupation of a displaced person, the value of which does not exceed fifteen thousand rupees;(c)any industrial concern in the occupation of a displaced person, the value of which does not exceed fifty thousand rupees;Explanation - No property referred to in clause in clause (a) or clause (b) shall be allottable, if it is in the occupation of two or more persons, whether any or all of them be displaced persons or not.

23. Class of acquired evacuee property which may be sold

- All acquired evacuee properties which are allottable under rule 22 shall ordinarily be sold.

24. Valuation of acquired evacuee property which is an allottable property

(1)Where any acquired evacuee property which is an allottable property is to be transferred to any person in occupation thereof in satisfaction of the whole or a part of the compensation, payable to such person, the Settlement Officer, shall first determine the value of the property having regard inter alia to all or any of the following matters:-(a)the amount for which property was assessed for the purpose of municipal taxes during the year in which the date of acquisition falls;(b)the annual rental income of the property;(c)sale of similar or contiguous property during the last three years;(d)the present market value of the site and the present value of the evacuee building and in the case of an industrial concern the value of the machinery.(2)For the purpose of determination of the value of any acquired evacuee property under sub-rule (1), depreciation may be allowed according to the age of the building, quality of construction and the standard of maintenance of property.

25. Transfer of acquired evacuee property which is an allottable property to person in occupation thereof who holds a verified claim -

(1)Where an applicant for payment of compensation is in sole occupation of an acquired evacuee property which is an allottable property, such property may be transferred to him in lieu of the compensation payable to him under the Act:-Provided that the total amount of net compensation payable to the applicant is not less than half in the case of property other than an industrial concern and less than 1/4th in the case of an industrial concern or such other smaller proportion as the Chief Settlement Commissioner may in either case determine, of the value of the property as determined under rule 24;Provided further that no industrial concern shall be transferred to the applicant

unless he pays up the arrears, if any, of the lease money outstanding against him in respect of such concern.(2)Where the value of the property exceeds the net amount of compensation payable to the applicant, the applicant shall be required to pay the balance -(a)in one lump sum, or(b)in instalments as the following :-(i)in the case of property other than industrial concern -(a)where the value of the property does not exceed in the case of a shop in a rural area or in town other than those mentioned in Appendix X, two thousand rupees and in the case of any other property five thousand rupees in four equal annual instalments,(b)where the value of the property exceeds the limits specified in clause (a) or where the property consists of a shop situated in the town specified in appendix X, in two equal instalments.(ii)In the case of an industrial concern instalments spread over a period not exceeding two and a half years.Provided that in the case of an acquired evacuee property including an industrial concern which is an allotable property, the applicant may at his option, pay the balance together with interest in seven equated instalments.Provided further that if the value of an acquired evacuee property other than industrial concern is more than rupees ten thousand but does not exceed fifteen thousand, the applicant shall be required to pay the balance together with interest at the rate specified in rule 28 in three equal annual instalment.(3)Where the amount of net compensation payable to the applicant exceeds the value of the property, the property may be transferred to the applicant and he may be paid the balance of the compensation in cash or in the form of property in accordance with the provisions of these rules.(4)Where the value of the property is equal to the amount of net compensation, the property may be transferred to the applicant and in such a case the claim for compensation shall be deemed to have been fully satisfied.

26. Transfer of acquired evacuee property which is an allotable property is in sole occupation of person who does not hold a verified claim

(1)Where an acquired evacuee property which is an allotable property is in the sole occupation of a displaced person who does not hold a verified claim, the property may be transferred to him -(i)in the case of an industrial concern if he pays at once not less than 25% of the value thereof and agrees to pay the balance in instalments spread over a period not exceeding 2 ½ years from the date of the initial payment;(ii)in the case of any other property -(a)Where the value of property does not exceed, in the case of a shop in a rural area or in a town other than those mentioned in Appendix X, two thousand rupees and in the case of any other property five thousand rupees, if he pays at once 20 per cent of the value thereof and agrees to pay the balance in four equal annual instalments from the date of the initial payment;(b)where the value of the property exceeds the limits specified in clause (a) or where the property consists of a shop situated in a town specified in Appendix X, if he pays at once not less than 33-1/3 per cent of the value of the property and agrees to pay the balance in two equal annual instalments from the date of the initial payment:-Provided that in the case of the acquired evacuee property including an industrial concern which is an allotable property, he may, at his option pay at once 20 per cent of the value of property, in cash and agree to pay the balance with interest in seven equated annual instalments:Provided further that in the case of an acquired evacuee property other than an industrial concern, the value of which is more than rupees ten thousand but does not exceed rupees fifteen thousand, the occupant shall be required to pay the balance together with interest at the rate specified in rule 28, in three equal annual instalments.

27. Number of instalments

- Whether the balance of the value of property transferred under rule 25 or the rule 26 is payable in instalments, the number of such instalments and the amount of each instalment shall be determined by the Regional Settlement Commissioner.

28. Interest on instalment

- Where the transferee of an acquired evacuee property including an industrial concern chooses to pay the balance of the value of the property in instalments, as provided in sub-rule (2) of rule 25 or in rule 26 as the case may be, interest shall be charged at the following rates, namely :-(a)if the amount is paid within two years no interest.(b)if the amount is paid within three years..... 1 per cent per annum.(c)if the amount is paid within four years 2 per cent per annum.(d)if the amount with interest is payable in seven equated annual instalments four and half per cent per annum.

29. Refusal to accept transfer of property

- Where any person, having a verified claim for urban or rural property, in sole occupation of any property, under the Compensation Pool, which is an allottable property refuses to accept the transfer of such property in satisfaction of his claim in accordance with the provisions of these rules, his claim for compensation shall be paid in the manner shown below:-(a)If the compensation due to him covers the entire cost of property, or exceeds the value of the property, the property shall be transferred to him and his claim shall be deemed to have been satisfied to the extent of the value of the property in his occupation.(b)If his net compensation does not cover the entire value of the property but is not less than 20 per cent thereof, he shall not be paid compensation in cash. Such persons may be permitted to continue to occupy the property on such terms and conditions as the Settlement Commissioner may determine and the property may be allotted or sold to any other person.(c)If the net compensation due to him is less than 20 per cent of the value of property, he will be paid compensation by the issue of the Statement of Account or in cash, as the case may be. Such person may be permitted to continue to occupy the property on such terms and conditions as the Settlement Commissioner may determine and the property may be allotted or sold to any other person.

30. to 31.

Rules 30 and 31 omitted by notification No. G.R. 1317, dated August, 1963 published in Gazette of India Part II, Section 3(i) No. 386 dated August 10th, 1963.

33. Deed of transfer to be executed

- Where any property is transferred to any person under this chapter, a deed of transfer shall be executed in form specified in Appendix XXIV or XXV as the case may be with necessary

modifications.

33A. Deed of transfer for immovable property transferred under the section 20-A (1) (a) of the Act

- Where any immovable property in the compensation pool or any part thereof, situated in an urban area, is transferred to any person under clause (a) sub-section (1) of section 20-A of the Act, a deed of transfer in the form specified in Appendix XXXIV-A with such modifications as may be necessary in the circumstances of the case be executed.

33B. Deed of sale/lease for the transfer of properties divided horizontally

- Where any property is transferred to any person after being divided horizontally, a deed of sale/lease shall be executed in the forms specified in Appendices XXXI-A, XXXI-B XXXI-C and XXXII".

34. Deed of transfer

- Where any property is transferred to any person under this chapter, the property shall be deemed to have been transferred to him:-(a)where such person had made an application for the payment of compensation before 31st of October 1993, from the first day of November, 1953:-(b)when such person was in occupation of such property in any town other than those mentioned in Appendix X from the first day of the month following the month in which a receipt in respect of an application for compensation made by him was issued to him;(c)where compensation applications are invited before a specified date from the first day of the month following such date;(d)in any other case, from such date as the Central Government may, by general or special order, specify.

Chapter V

A

Allotment of evacuee agricultural land situated in urban areas

34A. Application

- The provision of this Chapter shall apply to evacuee agricultural lands situated in urban areas and acquired under section 12 of the Act.

34B. Valuation

- For the purposes of this Chapter, all lands to which this Chapter applies shall be valued by an officer appointed in this behalf by the Regional Settlement Commissioner.

34C. Allotment of agricultural land of the value of Rs. 10,000/- or less

- Where any land to which this Chapter applies has been leased to a displaced person and such lands consist of one or more Khasra and is valued at Rs. 10,000/- or less, the land shall be allotted to the lessee: Provided that where any such land or any part thereof has been leased to a displaced person and the sub-lessee has been in occupation of such land or part thereof continuously from the first January 1956, such land or part thereof, as the case may be, shall be allotted to such sub-lessee.

34D. Allotment of agricultural lands consisting of more than one Khasra, the value of which exceeds Rs. 10,000/-

(1) Where any land to which the Chapter applies has been leased to a displaced person and such land consists of more than one Khasra, the aggregate value of which exceeds Rs. 10,000/- such portion of the land, the value of which does not exceed Rs. 10,000/- as the Regional Settlement Commissioner may select, shall be allotted to such person; Provided that where any land or any part thereof has been sub-leased to a displaced person and the sub-lessee has been in occupation of that land or part thereof continuously from the first January, 1956, such land or part thereof, as the case may be, the value of which does not exceed Rs. 10,000/- as the Regional Settlement Commissioner may select, shall be allotted to such sub-lessee. (2) In selecting the area for allotment under sub-rule (1), the Regional Settlement Commissioner shall have regard to the compactness of the area and other relevant matters. (3) For the purposes of allotment of land under this rule, no Khasra shall be sub-divided.

34E. Maximum area of land allottable under this Chapter

- Notwithstanding any thing contained in the foregoing provisions of the rules -(a) no Khasra the value of which exceeds Rs. 10,000/- shall be allotted; (b) the maximum area of land allotted to any one person shall not exceed Rs. 10,000/- in value.

34F. Certain provisions of Chapter V to apply

- Where any land to which this Chapter applies is allotted under rule 34-C or rule 34-D, the provisions of rules 25 to 29 (both inclusive) of Chapter V shall, so far as may, be apply.

34G. Grant of sanad for allotment of lands.

- Where any land to which this Chapter applies is allotted to any person under rule 34-C or 34-D, the allottee shall be granted a Sanad in the forms specified in Appendix X-A or X-B, as the case may be, with necessary modifications.

34H. Manner of disposal of land not allotted.

- Any land to which this Chapter applies which is not allotted under this Chapter, shall be disposed of in the manner provided in Chapter XIV.

Chapter VI

Payment of Compensation by transfer of Government built property

35. Classification of colonies where Government built property are situated

- For the purposes of the Chapter the Central Government shall from time to time by order classify colonies in which Government built properties are situated as 'A', 'B' or 'C' Colonies.

36. Classes of Government built properties which may be allotted

- The following classes of Government built properties shall or ordinarily be allotable; namely:(a)every Government built residential property valued at rupees fifteen thousand or less and occupied by a displaced person on a rental basis:Provided that the Central Government may in any particular case direct that any such property shall not be allotable:(b)every Government built shop valued at rupees fifteen thousand or less.Explanation - No such property shall be allotable, if it is in the occupation of two or more persons, whether any or all of them be displaced person or not.

37. Government built property which may be sold

- Every Government built property which is not allotable under Rule 36 may, unless the Central Government otherwise directs, be sold.

38. Manner of disposal of special properties

- The Central Government may, notwithstanding anything contained in Rule 36 or 37, by general or special order, specify the manner in which a block of flats or a shop-cum-residence or any other kind of property mentioned in the order may be disposed of.

39. Disposal of Government Plots

- A Government plot forming part of the Compensation Pool may be sold by public auction.

40. Adjustment of compensation against purchase price of Government built property and plots.

(1)A purchaser of a Government built property or a Government plot may adjust the net compensation payable to him against the purchase price of the property or the plot, as the case may be.(2)Where the Government built property has been purchased on instalment basis or hire-purchase basis, the arrears of instalments, if any, shall be deducted from the gross compensation. After deduction of such instalments and public dues and other dues, the present value of the remaining instalments including shall be set off against the present value of the remaining instalments, including interest the ownership of the superstructure and the site if it consists of free hold land, shall be transferred to the purchaser. If the site was held by the purchaser under lease, it shall be demised to him on such terms and conditions as may be determined by the Settlement Commissioner.(3)Where the present value of the remaining instalments of the purchase price including interest, exceeds the amount of the net compensation payable to the purchaser, the number of instalments and the amount of each instalment may by agreement which the purchaser be revised. As soon as the full price (including interest, if any), has been paid, the ownership of the superstructure shall be transferred to the purchaser. If the site on which the superstructure stands consists of freehold land the site shall also be transferred to the purchaser. If the site is held on a lease, the purchaser shall hold the site on such terms and conditions as may be determined by the Settlement Commissioner.Explanation - In the case of the urban area of the town of Delhi the terms and conditions of the lease shall be as in Appendix XI but the purchaser shall have the option to continue to hold the site on the terms and conditions originally agreed upon by him as in Appendix XII or XIII.(4)Where the Government built property was purchased otherwise than on instalment basis or hire-purchase basis and the entire price has not been paid, the balance of the purchase price shall be set off against the net compensation payable to the purchaser.(5)Where the purchaser of a Government built property on instalment basis or otherwise does not agree to the compensation payable to him being adjusted against the balance of the purchase price due from him, he may continue to pay the purchase price upon the terms originally agreed upon, but in such a case the payment of compensation to him shall be postponed to such a date as the Central Government may, by general or special order, specify.

41. Displaced person in occupation of Government built property

(1)A displaced person having a verified claim who is in occupation of a Government built property which is an allottable property shall be paid compensation by the transfer of the property to him:-Provided that where the value of the property exceeds in the case of a shop in a rural area or in a town other than those mentioned in Appendix X two thousand rupees and in the case of any other property five thousand rupees and such value is covered by the amount of net compensation payable to such person to the extent of 33-1/3 per cent of the value of the property:Provided further that where the provisions of preceding proviso do not apply and the value of the property is covered by the amount of net compensation payable to such persons to the extent specified below.(i)in the case of property situated in 'A' class colony 33-1/3 per cent of the value of the property.(ii)in the case of the property situated in 'B' class colony 25 per cent of the value of the property;(iii)in the case of property situated in 'C' class colony 20 per cent of the value of the property;(2)Where the net compensation payable to such displaced person is less than that specified in sub-rule (1) the deficiency may be made good in cash and thereafter the balance of the purchase price shall be payable -(i)where the value of the property does not exceed in the case of a shop in any rural area of

in any town other than those specified in Appendix X two thousand rupees and in the case of any other property five thousand in four equal instalments; and(ii)where the value of the property exceeds the limits specified in clause (ii) or where the property consists of a shop situated in the town specified in Appendix X in two equal annual instalments;Provided that the displaced person may, at his option, pay the balance with interest at the rate specified in clause D of the rule 28, in seven equated annual instalments:Provided further that if the value of the Government built property is more than rupees ten thousand but does not exceed rupees fifteen thousand, the displaced person shall be required to pay the balance together with interest at the rate specified in rule 28, in the three equal instalments:(3)For the purpose of this rule, the value of a Government built property which is an allottable property shall be determined by the Settlement Officer having regard to the market value of the site and the cost of superstructure.Explanation - In the case of a semi-permanent or temporary structure, depreciation may be allowed according to the age of the building, the quality of construction and the standard of maintenance of the property.

41A.

Without prejudice to the provisions of sub-rule (2) of the rule 4, an allottable Government built property may, irrespective of the class of colony where it is situated, be transferred to a claimant, who is an authorised allottee, in lieu of the net compensation payable to him provided that (a) if such net compensation is 20 per cent or more of the value of the property, the whole of such compensation shall be adjusted against this value and (b) if such net compensation is less than 20 per cent of the value of the property, the difference between 20 per cent of such value and the net compensation due to him shall be paid by him in cash. The balance left thereafter with interest at the rate specified in clause (d) of rule 28 shall be paid in seven equated annual instalments :-Provided that if the value of the Government built property is more than rupees ten thousand but does not exceed rupees fifteen thousand, the displaced person shall be required to pay the balance together with interest at the rate specified in Rule 28, in three equal annual instalments.

42. Government residential property in occupation of non-claimant.

- Where a displaced person who does not hold a verified claim is in occupation of a Government built property which is an allottable property, the property may be transferred to him if he makes the initial payment of(i)33-1/3 per cent of value of the property(a)where the property consists of a shop situated in a town specified in Appendix X; or(b)where the value of the property in the case of a shop situated in any rural area or in any town other than specified in Appendix X exceeds two thousand rupees and in any other case exceeds five thousand rupees.(ii)where the value of the property does not exceed the limits specified in clause (b).(a)33 1/3 per cent of the value of the property if the property is situated in a 'A' class colony.(b)25 per cent of the value of the property if the property is situated in a 'B' class colony.(c)20 per cent of the value of the property if the property is situated in a 'C' class colony and agrees to pay the balance of the purchase price;(1)in cases if falling under clause (i) above, in two equal annual instalments; and(2)in case if falling under clause (ii) above, in four equal annual instalments :Provided that the displaced person may, at his option, make an initial payment of 20 per cent of the value of the property in cash and agree to pay the balance of the purchase price of the property with interest at rate specified in clause (d) of Rule 28,

in seven equated annual instalments. Provided further that if the value of the Government built property is more than rupees ten thousand but does not exceed rupees fifteen thousand, the displaced person shall be required to pay the balance together with interest at the rate specified in rule 28, in three equal annual instalments.

43. Certain Rules in Chapter V to apply to transfer under this Chapter

- The provisions of Rules 25 to 34 shall so far as may be apply to the transfer of any government built property or government plot under this Chapter.

Chapter VII

Payment of compensation for rural houses and shops left in West Pakistan

44. Allotment of acquired evacuee house in a rural area in lieu of compensation

(1) Where a verified claim relates to a house or a shop left in a rural area in West Pakistan, the claimant may be allotted in lieu of compensation payable to him for such house or shop acquired evacuee house of the appropriate grade according to the scale specified in sub-rule (3) in any rural area in India: Provided that where a house of the appropriate grade is not available, the claimant may be allotted one or more houses of the lower grade. (2) The value of the house or houses which may be allotted under sub-rule (1) shall subject to the availability of such house or houses approximate as nearly as possible to the amount of the net compensation payable to the claimant in respect of the rural house or shop left in West Pakistan and allotment of such house or houses, the claim of the claimant for such compensation shall be deemed to have been fully satisfied. (3) For the purposes of this rule the Settlement Commissioner shall classify acquired evacuee houses in rural areas in India into the various grades specified in column 1 of the table below according to the value mentioned in the corresponding entry in column 2 thereof: The Table

Grade	Value
(1)	(2)
A	..... Rs. 50,000 or above
B	..... Rs. 30,000 and above but below Rs. 50,000
C	..... Rs. 20,000 and above but below Rs. 30,000
D	..... Rs. 10,000 and above but below Rs. 20,000
E	..... Rs. 5,000 and above but below Rs. 10,000
F	..... Rs. 2,500 and above but below Rs. 5,000
G	..... Rs. 1,000 and above but below Rs. 2,500
H	..... Below Rs. 1,000

(4) Nothing in this rule shall apply to any house which has been allotted in the State of Punjab or

Patiala and East Punjab State Union under the quasi- permanent allotment scheme published in the notification referred to in section 10 of the Act.

45. Allotment of other property in occupation of claimant.

- Where a displaced person having a verified claim in respect of house or a shop left in a rural area in West Pakistan is in occupation of -(a)any acquired evacuee property which is an allottable property within the meaning of rule 22, or(b)any Government built property which is an allottable property within meaning of rule 36;he may be allotted such property against the net compensation payable to him in respect of the rural house or shop and the provisions of Chapters V and VI relating to allotment of an acquired evacuee property or a Government built property, as the case may be, shall apply, accordingly.[omitted by Notification dated 21.9.59]

46. Payment of compensation in case of mixed Claims for Rural and Urban Property

(1)Where a person holds a verified claim in respect of an Urban property and also in respect of a house or a shop in any rural area in West Pakistan, compensation shall, notwithstanding anything contained in rule 18, be calculated as follows:(a)If such person is allotted any property of the nature referred to in rule 44, the compensation in respect of the verified claim for the rural house or shop left in West Pakistan shall be calculated separately from the urban property and set off against the value of the property allotted to him.(b)If such person is allotted any property of the nature referred to in rule 45, the assessed value of the claim both for the urban property and the rural house or shop shall be taken together for the purpose of calculating the compensation payable to him and the compensation so payable shall be adjusted against the value of the property allotted to him.[omitted by Notified dated 21.9.59.]

47. Payment of compensation under this Chapter subject to Rule 65

- Payment of compensation under this Chapter shall be subject to the provision of rule 65.

48. Saving

- Nothing in this Chapter shall be deemed to prevent any person having a verified claim in respect of a house or a shop left in any rural area in West Pakistan from purchasing any acquired evacuee property in any of the towns specified in Appendix X or any Government built property in any 'A' or 'B' class colony within the meaning of rural 35 in accordance with the provision of Chapter V of VI, as the case may be:[omitted by Notified dated 21.9.59.]

Chapter VII

Compensation in respect of verified claim for agricultural lands situated in rural area

49. Compensation normally to be paid in the form of land

- Except as otherwise provided in this chapter, a displaced person having verified claim in respect of agricultural land shall, as far as possible, be paid compensation by allotment of agricultural land. Provided that where any such person wishes to have his claim satisfied against property other than agricultural land, he may purchase such property by bidding for it at an open auction or by tendering for it and in such a case the purchase price of the property shall be adjusted against the compensation due on this verified claim for agricultural land which shall be converted into cash at the rate specified in rule 56. Explanation - In this rule and in the other rules of this Chapter, the expression "agricultural land" shall mean the agricultural land situated in a rural area.

50. Fixation of value of land

- The Settlement Commissioner shall fix the value of any agricultural land which is intended for allotment in terms of standard acres.

51. Scale of compensation in the form of land

- The scale for the allotment of land as compensation in respect of a verified claim for agricultural land shall be the same as in the quasi-permanent Land Allotment Scheme in the State of Punjab and Patiala and the East Punjab States Union as set out in Appendix XIV. Explanation - If any public dues are recoverable, the allottable area shall be reduced correspondingly.

52. Manner of allotment of land

- The Central Government may, from time to time, having regard to the availability of land, determine the maximum area of land which may be allotted in the first instance to a person having verified claim for agricultural land. Such area shall be the area permissible under the scheme referred to in rule 51 or thirty standard acres whichever is less: Provided that the balance, if any, of the area permissible for allotment according to the scale referred to in Rule 51 shall be given later in instalments as and when more land becomes available for allotment.

53. Part of compensation in cash in certain cases

(1) Where a displaced person having a verified claim in respect of agricultural land has settled in an area other than an urban area, he may be paid one-third of the compensation due to him in cash, subject to a maximum of Rs. 1,000: Provided that no such person holding a verified claim for more than thirty standard acres shall be paid any part of his compensation in cash. (2) If any land requiring reclamation is allotted to any such person or a group of such persons, part of the aggregate compensation due to such person or group of persons may, at the discretion of the Settlement Commissioner, be given in cash so as to cover the whole or part of the estimated cost of the reclamation, and a corresponding reduction shall be made from the agricultural land allottable to such person or group of persons.

54. Certain persons under disability may be paid compensation in cash

(1)The following classes of person having a verified claim in respect of agricultural land may, at the discretion of the Settlement Commissioner, be paid compensation in cash subject to the limit prescribed in rule 17, if such compensation converted in terms of standard acres is eighteen standard acres or less,(a)widows,(b)minors,(c)persons who on account of age or infirmity are incapable of cultivating the land personally,(d)blind and other disabled persons,(e)persons who have settled outside India.(2)Where the compensation payable to any displaced person having verified claim in respect of agricultural land converted in terms of standard acres is two standard acres or less, such compensation may be paid in cash.(3)A displaced person who is paid compensation in cash under this rule shall not be paid compensation separately in respect of his verified claim for any rural building if in respect of such building he is not entitled to receive such compensation under rule 65, but shall be given, at the discretion of the Settlement Commissioner, a house or a site (or if it is considered inexpedient to give a site, its commuted value) and building grant in accordance with the provisions contained in rule 57, subject to the condition that the total payment under this rule read with rule 57, shall not exceed eight thousand rupees.

55. Compensation in respect of agricultural land to be set off against the price of the allottable property

- Where a displaced person having a verified claim in respect of agricultural land is in occupation of an allottable property other than agricultural land or has purchased any Government built property in the compensation pool and the amount recoverable from him including, the value of such property is in excess of the net compensation payable to him in respect of his verified claim, if any, for any urban property or for any rural building, the Settlement Commissioner may set off the excess against the compensation payable to him in respect of his verified claim for agricultural land. If after the amount has been so set off there is any balance of compensation payable to him, it shall be paid in accordance with the provisions of this Chapter.

56. Conversion of standard acres into cash

- for the purposes of payment of compensation under rules 51 and 53 to 55 each standard acre of land may be converted into cash:-(a)where the compensation converted in terms of standard acres does not exceed fifty standard acres, at the rate of Rs. 450/- per standard acre;(b)where the compensation converted in terms of standard acres exceeds fifty standard acres,(i)in respect of the first fifty standard acres at the rate of Rs. 450/- per cent standard acre,(ii)in respect of the remaining standard acres, at the rate or Rs. 350/- per standard acre.

57. Allotment of houses in addition to agricultural land

- A displaced person having a verified claim in respect of agricultural land who has settled in a rural and to whom agricultural land has been allotted, may be allotted a house in addition to such land in accordance with the following scale:-(1)Claimants allotted land up to Ten standard acres

Grade (H),(2)Claimants allotted land exceeding Ten standard acres but not exceeding fifty standard acres Grade (G),Provided that if such person holds a verified claim in respect of any rural building and that claim has been satisfied wholly or partially before the allotment of such land, the provision of rule 65 shall not be applicable in his case but he shall not be entitled to the allotment of a house or a site and building grant in lieu thereof.Explanation I - Where no house is available in the same village, an allottee may be granted:-(a)if he has been allotted agricultural land not exceeding ten standard acres, a site measuring 400 square yards and a building grant of Rs. 400/-; and(b)if he has been allotted agricultural land exceeding ten standard acres but not exceeding 50 standard acres, a site measuring 600 square yards and a building grant of Rs. 600.Explanation II - The reference to grades of houses in this rule is to the grades of houses specified in rule 44.

58. Possession of allotted agricultural land.

- Where any person is allotted agricultural land under these rules, he shall, subject to the provision of any local or special law fixing the ceiling of, or otherwise regulating agricultural holdings, be granted vacant possession of such land.

59. Composite agricultural land

- Where any agricultural land available for allotment is composite property within the meaning of the Evacuee Interest (Separation) Act of 1951 (XLIV of 1951) any undivided portion of the land may, with consent of the Custodian and the other owner and the claimant, be allotted to the claimant.

60. Acceptance of allotment of land

- Where any person is offered allotment of agricultural land under these rules, he shall communicate his acceptance of the allotment to the Settlement Commissioner within such period being not less than one month as may be fixed by the Settlement Commissioner. If no reply is received within the period fixed by the Settlement Commissioner, allotment shall be deemed to have been accepted.

61. Consequences of refusal of acceptance of allotment

- Where any person refuses to accept the allotment of any agricultural land offered to him the claim for compensation of the allottee shall be deemed to have been satisfied to the extent of the value of the allotted land and such land shall be available for allotment to any other claimant.

62. Agricultural land allotted before commencement of these rules

- Where any person has been allotted any agricultural land before the commencement of these rules in respect of his verified claim relating to agricultural land left in West Pakistan, the following provisions shall apply:-(a)If land allotted to such person is less than the area which should have been allotted to him under these rules, an additional area of land may, if available, be allotted to him to make up the deficiency.(b)If the land allotted to such person exceeds the area which should have

been allotted to him under these rules and if the allottee wishes to retain the excess land, he shall be required to pay the value of the excess land in such instalments as the Settlement Commissioner may determine: Provided that if such person holds a verified claim in respect of any other property, the net compensation in respect of such property may be adjusted against the value of the excess land. Explanation - For the purpose of this rule and the next succeeding rule, the value of land shall be determined at the rate mentioned in rule 56.

63. Land allotted to non-claimants

- Where any land has been allotted to a displaced person who does not hold any verified claim in respect of agricultural land, such land may be transferred to such person if he (a) makes an initial payment of 10 per cent of land at the time of transfer of the land, and (b) agrees to pay the balance of the value of the land in fifteen equal annual instalments: Provided that if such person holds a verified claim in respect of any other property, the compensation payable in respect of such property may be adjusted against the value of such land: Provided further that if such person had filed any claim in respect of any rural building which was rejected as a result of the notification of the Government of India in the Ministry of Rehabilitation No. 3(25) Gen./50 dated the 13th September, 1950 (amending Notification No. 3(14) Gen./50/11 dated the 27 May, 1950) issued under the Displaced Persons (Claims) Act, 1950 (44 of 1950) or under Rule 65; he may be permitted to adjust the price of such land and other public dues against the amount which would have been payable to him if his claim had not been so rejected the amount so adjusted being treated as a rehabilitation grant paid under section 11 of the Act. Provided further that where such person has had a multiple allotment the Settlement Commissioner may cancel the allotment and may allot the land to some other person who holds a verified claim in respect of agricultural land.

64. Punjabi and person of Punjabi extraction who have been allotted land outside the State of Punjab and Patiala and East Punjab States Union

- Any landowner whose claim was registered under the East Punjab Refugees (Registration of Claims) Act, 1948 (East Punjab Act VIII of 1948) or under the Patiala Refugees (Registration of Local Claims) Ordinance 2004 BK (Ordinance No. X of 2004 BK) and who has been allotted land outside the State of Punjab or Patiala and East Punjab States Union shall be governed by the Provisions hereinafter contained in this rule: (a) If such person had refused allotment of land made to him in the State of Punjab or the Patiala and East Punjab States Union, he shall be treated as a displaced person having no claim in respect of agricultural land and accordingly the provisions of rules 62 and 63 shall apply to him. Provided that any person who surrendered any land allotted to him in the State of Punjab or Patiala and East Punjab States Union before the 31st December, 1955 may, on production of a certificate issued by the authorised officer of the Government of Punjab or Patiala and East Punjab State Union, as the case may be, evidencing such surrender be allowed to retain the land allotted to him in the district of Ganganagar in the State of Rajasthan on condition that if he is in possession of any area in excess of that which should have been allotted to him in the State of Punjab or Patiala and East Punjab States Union, he shall either surrender such excess area or pay the price therefor at the rate mentioned in rule 56. (b) If such person had been allotted land in the State of Punjab or Patiala and East Punjab States Union as well as in any other State, he shall be

allowed to retain the land allotted to him in the State of Punjab or Patiala and East Punjab States Union and shall be required to surrender the land allotted to him in any other State.(c)If such person had not been offered allotment of any land in the State of Punjab or Patiala and East Punjab States Union, he may be allowed to retain the allotment of agricultural land other than a grove, in any other State, and any area in excess of that which should have been allotted to him in the State of Punjab or Patiala and East Punjab States Union, shall be surrendered by him, or any deficiency, as the case may be, shall be made good.(d)If such person had been allotted land in the area which on and from 1st November, 1956 is comprised in the Union Territory of Himachal Pradesh or Delhi, after surrendering his claim for allotment of land in the territory which formed part of the State of Punjab or Patiala and East Punjab States Union as it existed on 31 st October, 1956, he may be allowed to retain the land allotted to him in the said area on condition that if the extent of land in his possession in the said area is in excess of that which should have been allotted to him in the said part, he surrenders such extent in excess.Provided that any such person may be permitted to retain the excess area if he pays the price therefor at the rate mentioned in rule 56.Explanation - A displaced person whose allotment of agricultural land outside the State of Punjab or Patiala and East Punjab States Union has been cancelled and who has not been allotted any land in any of those States, may, subject to the availability of land, be allotted agricultural land in either of those States.

65. Separate compensation for rural building not to be paid in certain cases.

(1)Any person to whom more than four acres of agricultural land have been allotted shall not be entitled to receive compensation separately in respect of his verified claim for rural building the assessed value of which is less than Rs. 20,000/-.(2)Any person to whom four acres or less of agricultural land have been allotted, shall not be entitled to receive compensation separately in respect of his verified claim for any rural building the assessed value of which is less than Rs. 10,000/-.

66. Preference to residents of a State

(1)Agricultural land available for allotment in any State shall be allotted in the first instance to persons having verified claim in respect of agricultural land, who are domiciled in that State.Explanation - For the purpose of this rule, preference in the matter of allotment of land shall be given to persons having similar claims.(2)If after compliance with sub-rule (1), there is any surplus area of land available for allotment, it may be allotted to any other claimant who may apply for it or to claimants in such other States as the Central Government may, from time to time, determine.(3)If the land available for allotment in any State is less than the area required for allotment to the claimants in the State, they may be allotted land in such other State as the Central Government may determine.

67. Disposal of agricultural lands not allotted

- Any agricultural land which is not required for allotment may, at the discretion of the Settlement Commissioner, be disposed by the sale or otherwise.

67A. Compensation to displaced persons from West Punjab, etc., in respect of agricultural land

- Notwithstanding anything contained in this Chapter a displaced person from West Punjab or a displaced person who was originally domiciled in the undivided Punjab, but who before the partition of India had settled in North West Frontier Province, Baluchistan, Bahawalpur or Sind, whose verified claim in respect of agricultural land has not been satisfied or has been satisfied only partially by the allotment of evacuee land under the relevant notification specified in section 10 of the Act shall not be paid compensation in any form other than the transfer of acquired evacuee agricultural land and rural houses and sites in the State of Punjab or Patiala and East Punjab States Union in accordance with the scales specified in the quasi-permanent allotment scheme operating in those States. Provided that the displaced person applies for payment of compensation in such form not later than the 31st day December, 1963; Provided further that if any person has been allotted land in a State other than Punjab and his land claim has not been satisfied fully, he may for the remaining claim either be allotted land due to him in that State or issued a Statement of Account which he may utilise for purchase of property forming part of the Compensation pool or for adjustment of public dues. Scope and Applicability - Rule 67-A applies only to cases where the allottees were definitely unsatisfied claimants and has not made any application for allotment of land. It is not applicable to those cases where an application existed on record and that application had not been rejected.

68. Grant of sanad for transfer of agricultural land

- Where any agricultural land is transferred to any person under these rules, the transferee shall be granted a sanad in the form specified in Appendix XV with such modifications as may be necessary in the circumstances of any particular case or the provisions of any local or special law relating to transfer of agricultural land in force in the area where such agricultural land is situated.

68A. Grant of sanad for transfer, of alternative property under section 20-A (1) (a) of the Act.

- Where any immovable property in the compensation pool or any part thereof, situated in a rural area, is transferred to any person under clause (a) sub-section (1) of section 20-A of the Act, a deed of transfer in the form specified in Appendix XV-A with such modifications as may be necessary in the circumstances of the case.

69. Saving

- Nothing in this Chapter shall apply to agricultural land allotted in the States of Punjab and Patiala and East Punjab States Union under Section 10 of the Act.

Chapter IX

Allotment and sale of groves and gardens outside the States of Punjab and Patiala and East Punjab States Union

70. Allotment and sale of groves and gardens

(1)The following classes of groves and gardens which are acquired evacuee properties may, unless the Central Government otherwise directs, be sold:-(a)groves and gardens situated in urban areas or within a distance not exceeding five miles from the limits of any urban area;(b)grove and gardens valued at Rs. 1,000 or more; and(c)Groves and gardens of the value of less than Rs. 1,000 which are vacant or have been allotted to persons other than displaced persons.(2)Any other groves and gardens which are acquired evacuee properties may, unless the Central Government otherwise directs, be allotted.(3)Any grove or garden which has been allotted before the commencement of these rules to any displaced person may be transferred to such person provided he is willing to pay the value thereof as fixed by the Settlement Commissioner either in cash or by adjustment against the net compensation payable to him in respect of his verified claim for any immovable property.(4)The value of a grove or garden shall be determined by the Settlement Commissioner having regard to :-(a)the market price of the land including any house, well or other permanent structure existing on the land;(b)the average sale proceeds from the fruit; and(c)the timber value of the trees.(5)If a grove or garden is to be allotted to a displaced person having a verified claim in respect of agricultural land, the net area to which he is entitled shall be calculated in standard areas as provided in rules 50 and 51 and the cash value of the net area to which he is entitled shall be determined at the rate mentioned in rule 56.

Chapter X

Payment of compensation under section 10 of the Act

71. Declaration by the Allottee

(1)Every person to whom any immovable property has been allotted by the Custodian under any notification specified in Section 10 of the Act (hereinafter referred to as the allottee) shall file in person or through an authorised agent a declaration in the form specified in Appendix XIV at any time in the office of the Settlement Officer or before the authorised officer in the village concerned on the date and place notified under sub-rule (4).(2)If the allottee has a verified claim in respect of property other than agricultural land and has separately filed a compensation application in respect of such claim, the declaration under sub-rule (1) shall state the registration number of such application and be accompanied by a true copy of the assessment order in respect of such verified claim.(3)If the allottee has any such verified claim but has not separately filed a compensation application in respect of such claim, the declaration under sub-rule (1) shall be accompanied by an application for the payment of compensation in accordance with the provisions of these rules.(4)The date and place for filing a declaration under sub-rule (1) shall be notified by publication of a notice

in the village concerned.(5)If any allottee fails to file a declaration under sub-rule (1) on the date specified under sub-rule (4), or on such other date as may be fixed, the Settlement Officer or the authorised officer, may, at his discretion, proceed with the enquiry referred to in the succeeding rules of this Chapter and issued the sanad as provided therein.

72. Enquiry where the Allottee has no verified claim.

(1)Where the allottee has no verified claim in respect of property other than agricultural land, the Settlement Officer shall, on receipt of a declaration under Rule 71, verify the particulars specified therein in the presence of allottee or his authorised agent, and determine the public dues outstanding against such allottee.(2)If the Settlement Officer is satisfied that the allotment is in accordance with the quasi-permanent allotment scheme, he may pass an order transferring the property allotted to the allottee in permanent ownership as compensation and shall also issue to him a sanad in the form specified in Appendix XVII or XVIII as the case may be with such modifications as may be necessary in circumstances of any particular case granting him such rights;Provided that before posting any order under this sub-rule, the allottee shall be required to pay the entire amount of public dues outstanding against him which have fallen due and which have not been paid and if he fails to pay the said amount, the Settlement Commissioner may pass an order that the land to be allotted to the allottee be reduced in proportion to the amount due from the allottee.Provided further that the amount of public dues outstanding against allottee which have not fallen due shall be a first charge on the land transferred to him and shall be payable by him in accordance with the terms of the bonds and agreements executed by him for the repayment of such dues or in the absence of such bonds or agreements in four equal annual instalments, failing which the amount shall be recoverable as arrears of land revenue. Such charge shall also be enforceable against the successor-in-interest of the original transferee or the person to whom the land has been subsequently transferred, as the case may be, and the person concerned shall be deemed to have acquired the land subject to such charge.Explanation - For the purposes of reducing the area to be allotted the value of standard acre shall be computed in accordance with the provisions of rule 56.(3)If the Settlement Officer finds from the inquiry referred to in sub-rule (1) that the allottee has secured an allotment in excess of that due to him or that he was not entitled to any allotment or that the allotment was obtained by means of fraud, false representation or concealment of material facts, he shall after due enquiry and after giving the allottee a reasonable opportunity of meeting the objections record his finding as to the correctness or otherwise of the allotment.(4)A copy of the findings under sub-rule (3) shall be supplied free of cost to the allottee and the case along with the relevant record of evidence and documents shall then be sent with the recommendations of the Settlement Officer to the Settlement Commissioner who may pass such orders thereon as he may deem fit.(5)The sanad required to be issued by the Settlement Officer under this Rules but actually issued by the Managing Officers before the 28th February, 1958 shall be deemed to be as valid, as if they were issued by Settlement Officers.

73. Enquiry in cases where allottee has a verified claim

(1)Where the allottee has a verified claim in respect of property other than agricultural land, the Settlement Officer shall, on receipt of a declaration under Rule 71, make an enquiry in the manner

specified in Rule 72, verify the particulars specified in the declaration in the presence of the allottee or his authorised agent, determine the public dues outstanding against such allottee and shall thereafter send a copy of the declaration and other relevant papers to the Settlement Commissioner together with:-(i)a report on the public dues payable by the allottee:(ii)recommendation whether having regard to all the circumstances of the case, the allotment may be made permanent, cancelled or varied:Provided that if it appears to the Settlement Officer that the public dues owing from the allottee do not exceed two-thirds of the compensation payable to him in respect of property other than agricultural land, he shall pass an order transferring the property allotted to the allottee in permanent ownership as compensation and shall issue to him a sanad in form specified in Appendix XVII or XVIII as the case may be with such modification, as may be necessary in the circumstances of any particular case granting him such rights.(2)The compensation application shall be disposed of by the Settlement Commissioner according to the procedure prescribed in Chapters II, III and IV of these rules.(3)The Settlement Commissioner may, after considering the recommendation of Settlement Officer, direct the Settlement Officer-(i)to transfer to the allottee, the property allotted to him in permanent ownership and issue a sanad to him in the form specified in Appendix XVII or XVIII as the case may be with such modification as may be necessary in the circumstances of any particular case granting permanent ownership rights:Provided that before passing any order under this clause, the allottee shall be required to pay the entire amount of the public dues outstanding against him which have fallen due and which have not been paid and if he fails to pay the said amount, the Settlement Commissioner may pass an order that the land to be allotted to the allottee be reduced in proportion to the amount due from the allottee;Provided further that if the amount of public dues outstanding against the allottee and which have not fallen due are in excess of the compensation due in respect of the verified claim the excess amount shall be intimated by the Settlement Commissioner to the Settlement Officer, Collector or other appropriate authority who will enter the amount in the Sanad and other relevant records as a first charge on the land transferred to the allottee in permanent ownership and such amount shall be payable by the allottee in accordance with the terms of the bonds and executed by him for the repayment of such dues or in the absence of such bonds or agreements, in four equal annual instalments failing which the amount shall be recoverable as arrears of land revenue. Such charge shall also be enforceable against the successor-in-interest of the original transferee or the person to whom the land has been subsequently transferred as the case may be, and the person concerned shall be deemed to have acquired the land subject to such charge.Explanation - (i) For the purpose of reducing the area to be allotted, the value of a standard acre shall be computed in accordance with the provisions of rule 56.(ii)to transfer to the allottee in permanent ownership less area than originally allotted to him unless the allottee is prepared to pay for the excess area either in cash or by adjustment against the compensation payable to him in respect of verified claim for any urban property or rural building; or(iii)to cancel the allotment.(4)A copy of every order under sub-rule (3) shall be supplied free of cost to the allottee.(5)The Sanads required to be issued by Settlement Officers under this rule but actually issued by the Managing Officers before the 29th February, 1958 shall be deemed to be as valid, as if they were issued by Settlement Officers.

74. Allotments which are the subject matter of dispute

- No property in a rural area in respect of which any case is pending in a Civil Court or before a Deputy Custodian or Custodian General shall be transferred to the allottee.

75. Special provisions in regard to transfer relating to garden colonies

- Transfer of permanent ownership rights in the case of plots in garden colonies shall be made only if the allottee has actually planted fruit trees in not less than 1/15 of the garden area of the plot allotted to him: provided that irrigation facilities were available.

76. Procedure in the case of deceased allottees

(1)Where the allottee is dead the ownership rights shall be conferred on his heirs according to their shares as determined by the competent authority and recorded in the mutation register. The charge, if any, on the property shall likewise be apportioned on the basis of such shares.(2)The Settlement Officer may refer any dispute as to who are the successors-in-interest of a deceased allottee to the Settlement Commissioner [-] [The words 'or settlement officer as the case may be' omitted on 15.1.57.] for a decision in the manner provided in Rule 86.Chpater X-AAAdjustment by association of claims and making of transfer deeds

76A. Adjustment of payment of price of properties or of public dues by association of claims

- Notwithstanding anything contained in these rules the Central Government may, by general or special order made in this behalf, allow, subject to such terms and conditions as may be specified in such order.(i)payment of price of properties forming part of the compensation pool or any part of such price; or(ii)payment of any public dues, by adjustment against the net compensation payable in respect of the verified claim of any displaced person.

76B. Deed of transfer to be made out

- Where any person in occupation of a property forming part of the compensation pool has associated with himself any other displaced person having a verified claim whose net compensation is to be adjusted against the purchase price in pursuance of rule 76-A, the transfer shall be made out jointly in the name of all such persons specifying the extent of interest of each in the property:Provided that where every such displaced person who has so associated himself sends an intimation in writing to the Settlement Commissioner that the deed of transfer may be made out in name of the person in occupation, or the deed of transfer may be made in the name of such person.

Chapter XI

Payment of compensation of minors, Persons of unsound mind and other Persons suffering from physical or mental disability

77. Minors

(1)Where compensation is payable to minor, the compensation shall be paid in accordance with the provisions of this rule.(2)Where the property of the minor vests in a Court of Wards under any law for the time being in force relating to Court of Wards Act, 1890 (VIII of 1890), the compensation shall be paid to the Court of Wards or to such guardian, as the case may be.(3)Where the property of minor does not vest in a Court of Wards or in a guardian referred to in sub-rule (2) -(a)if the compensation relates to the separated property of the minor left in West Pakistan, the compensation shall be paid to the natural guardian of the minor;(b)if the compensation relates to the share of a minor in joint Hindu family property left in West Pakistan, the compensation shall be paid to the Karta of the joint Hindu family:Provided that before compensation is paid to the natural guardian of the minor or the Karta of the joint family he shall execute a security bond in the form specified in Appendix XIX;(c)in any other case to the Collector of the district within whose jurisdiction the minor resides and the Collector shall hold the amount of the benefit of the compensation on behalf of and for the minor until the minor attains majority.Explanation - For the purpose of this rule, a natural guardian shall be deemed to be-(a)in the case of a male child or an unmarried girl, the father and after him the mother;(b)in the case of married girl, the husband.

78. Other person suffering from physical or mental disability

- Where compensation is payable to a person who is deaf and dumb or is suffering from any physical or mental disability which renders him unfit to manage his property, the compensation shall be paid -(a)if the property of such person vests in a Court of Wards under any law for the time being in force relating to Court of Wards or in a guardian appointed under the Guardians and Wards Act, 1890 (VIII of 1890), to the Court of Wards or such guardian, as the case may be:(b)in any other case, to the Collector of the district within whose jurisdiction such deaf and dumb person or persons suffering from physical or mental disability, as the case may be, resides or to such other person as the Regional Settlement Commissioner may, having regard to the interest of the person for whom compensation is intended, deem fit, on such other person executing a security bond in a form prescribed in Appendix XX and the Collector or such other person shall hold the amount of the compensation on behalf of and for benefit of the person suffering from disability until such disability ceases to exist.

Chapter XII

Payment of Compensation to Persons Residing in Homes and Infirmaries

79. Exercise of option by persons residing in Homes or Infirmaries

- Every inmate of a Home or Infirmary who holds a verified claim in his own name shall within fourteen days of the receipt of a communication in this behalf from the Settlement Commissioner, elect -(a) either to receive compensation in respect of the verified claim in accordance with the provisions of these rules in which case he shall forthwith leave the Home or Infirmary, or (b) to continue to stay in the Home or Infirmary in which case the compensation payable to him shall be set off against charges due from him in respect of such stay subject to a maximum of Rs. 25 per head per mensem.

80. Payment of enhanced compensation in certain cases

- Every inmate of a Home or Infirmary on or before the 18th day of November, 1953 and who has continued to reside therein after that date shall be entitled to payment of compensation at the enhanced rates specified in Appendix IX.

81. Preference for allotment of agricultural land

- Every inmate of a Home or Infirmary having a verified claim for agricultural land only and for no other property and who is willing to leave the Home or Infirmary if agricultural land is allotted to him shall be given preference for allotment of such land.

82. Payment of Compensation to persons admitted to Homes or Infirmaries after the commencement of these rules.

- Where a displaced person having a verified claim is admitted to a Home or Infirmary after the commencement of these rules, the compensation payable to him shall be set off against the charges payable by him in respect of his stay in such Home or Infirmary subject to a maximum of Rs. 35 per head per mensem.

Chapter XIII

Procedure for Settlement of disputes regarding payment of compensation

83. Dispute between joint claimants or members of a Joint Hindu Family

- All disputes between joint claimants or members of joint Hindu Family relating to the payment of any compensation under this Act shall be decided by the Regional Settlement Commissioner or the Settlement Officer, as the case may be, as provided in section 9 of the Act.

84. Procedure for enquiries under section 9 of the Act

(1) Any person claiming a right or interest in any property left in West Pakistan in respect of which compensation is payable under the Act may make an application to the Regional Settlement Commissioner or the Settlement Officer, as the case may be, for the determination of such right or interest. Explanation - A displaced person whose claim has been verified only in respect of right of residence in, or a charge for maintenance on a property left in West Pakistan may make an application under this rule for apportionment of his share of the compensation. (1A) No application under this rule shall be entertained unless such application is made - (a) in any case where the application for compensation has been made on or before the 31st December, 1958, not later than the 30th April, 1959; (b) in any other case, within 120 days from the date of the application for compensation: Provided that such application may be entertained after the expiry of the time limit prescribed above if the Chief Settlement Commissioner is satisfied that the applicant was prevented by sufficient cause from filing the application within the said time-limit. (2) Where the Regional Settlement Commissioner or the Settlement Officer, as the case may be, is satisfied that the applicant has established a prima facie case he shall make the applicant a party to the compensation: Provided that any such application which is frivolous, vexatious may be rejected summarily.

85. Power of civil court

- The Chief Settlement Commissioner, the Regional Settlement Commissioner and the Settlement Officer may for the purpose of deciding any dispute under section 9 of the Act: (a) determine after summary enquiry the title to any property; (b) determine any dispute between joint or rival claimants and assess the share, if any, of each claimant in the compensation; (c) bring on record the legal representatives of a deceased claimant; (d) order consolidation of two or more cases which involve a common question of law or fact.

86. Proof by successor-in-interest

(1) On receipt of an application for compensation from any person claiming to be a successor-in-interest of any deceased claimant as provided in rule 4, the Regional Settlement Commissioner or the Settlement Officer, as the case may be, take steps for the determination of his claim. (1A) No claim as successor-in-interest of any deceased claimant shall be entertained unless an application for such claim is made on or before the 30th April, 1959, or within 120 days of the death of the deceased claimant whichever is later: Provided that such claim may be entertained after the expiry of the time limit prescribed above if the Chief Settlement Commissioner is satisfied that the applicant was prevented by sufficient cause from filing the application within the said time-limit. (2) The Regional Settlement Commissioner or the Settlement Officer, as the case may be, shall cause a proclamation to be made in the form specified in Appendix XXI and shall hear and dispose of the application on or after the date mentioned in the proclamation, a copy of which shall - (a) be served on or near relatives of the deceased claimant and on any other person on whom the Regional Settlement Commissioner or the Settlement officer, as the case may be, is of opinion that such proclamation should be served; (b) be affixed on some conspicuous place in the office of the

Regional Settlement Commissioner or the Settlement Officer, as the case may be, Provided that every such proclamation may, also in the discretion of the Regional Settlement Commissioner or the Settlement Officer, as the case may be, published in such other manner as he may deem fit. (3) After a copy of the proclamation has been served on the person referred in sub-rule (3), the Regional Commissioner or the Settlement Officer as the case may be, shall hear the applicant and after taking into consideration the compensation application and the documents referred to in sub-rule (3) of rule 4 and making such further inquiry as may be necessary, shall make such order on the application as he deems fit.

Chapter XIV

Procedure for sale of property in the Compensation Pool

87. Mode of sale of property

- Any property forming part of the compensation pool may be sold by public auction or by inviting tenders or in such other manner as the Chief Settlement Commissioner may, by general or special order direct.

88. Class of persons who may bid or offer tender

- The Chief Settlement Commissioner may, from time to time, determine the class of persons who shall be entitled to bid or to offer tenders in respect of the various kinds of properties in the compensation pool proposed to be sold.

89. Certain persons not eligible to purchase property

- No officer or other person having any duty to perform in connection with the valuation or sale of any property shall either directly or indirectly bid, for or otherwise acquire or attempt to acquire any interest in, such property.

90. Procedure for sale of property by public auction

(1) Where any property is to be sold by public auction - (a) The property shall be sold through firms of repute who have been approved as auctioneer by the Chief Settlement Commissioner or through officers appointed by the Central Government in this behalf; (b) the terms and conditions on which auctioneers may be appointed shall, from time to time be determined by the Chief Settlement Commissioner. (2) The Settlement Commissioner or other officer empowered to sell any such property shall cause a proclamation of the intended sale to be made in the language of principal civil court of the original jurisdiction where the property is situated. (3) Notice of the intended sale shall be given at least fifteen days before the proposed sale and every such notice shall state the date, time and place of the proposed sale, the description of the property to be sold, its location and boundaries where possible, the terms and conditions of the sale and any other particulars which the Settlement

Commissioner or other officer considers material. One copy of the notice shall be affixed on a conspicuous part of the property to be sold. It shall be within the discretion of the Settlement Commissioner or other officer to advertise the sale in newspaper and in such other manner he may deem fit.(4)No sale shall take place until after the expiry of a period of fifteen days from the date of publication of the notice.(5)Every auction of a property under these rules shall be subject to a reserve price fixed in respect of the property, but such reserve price may not be disclosed.(6)The Officer conducting the auction may, in his discretion, withhold sale of any property without assigning any reasons therefor.(7)The Officer conducting the sale may, at his discretion, for reasons to be recorded in writing, adjourn the sale to a specified date and hour and an announcement to that effect shall be made at the time of the adjournment of the sale:Provided that where a sale is adjourned for a period exceeding fourteen days, a fresh notice shall be published.(8)The person declared to be the highest bidder for the property at the public auction shall pay in cash or by a cheque drawn on a scheduled bank and endorsed "good for payment upto six months" or in such other form as may be required by the Settlement Commissioner, immediately on the fall of hammer a deposit not exceeding 20 per cent of the amount of his bid to the officer conducting the sale and in default of such deposit the property may be resold.Rules 9 and 9A [omitted on 13.8.1963](9)(B)Where the highest bidder, whose bid has been provisionally accepted, resiles from the bid before its approval is communicated to him, 5 per cent of the amount deposited by him under sub-rule (8) shall be forfeited to Government to defray incidental expenses incurred on the auction and the likely loss to Government.(10)The bid in respect of which the initial deposit has been accepted shall be subject to the approval of the Settlement Commissioner or an officer appointed by him for the purpose:Provided that no bid shall be approved until after the expiry of a period of seven days of the auction.(11)Intimation of the approval of the bid or its rejection shall be given to the highest bidder (hereinafter referred to as auction purchaser) by registered post acknowledgment due and the auction purchaser shall where the bid has been accepted be required with within fifteen days of the receipt of such intimation to send by the registered post acknowledgement due or to produce before the Settlement Commissioner or any other officer appointed by him for the purpose a treasury challan in respect of the deposit of the balance of the purchase money:Provided that the Settlement Commissioner or other officer appointed by him in this behalf may, for reasons to be recorded in writing, extend the aforesaid period of fifteen days by such period, not exceeding fifteen days, as the Settlement Commissioner or such other officer may think fit:Provided further that the period extended under the preceding proviso may further be extended (without any limit of time) by the Chief Settlement Commissioner.(12)The balance of the purchase money may, subject to the other provisions of these rules, be adjusted against the compensation payable to the auction purchaser in respect of any verified claim held by him. In any such case the auction purchaser, shall be required to furnish within seven days of the receipt of intimation about the approval of bid, particulars of the compensation application filed by him:Provided that the Settlement Commissioner or any officer appointed by him in this behalf may, for reasons to be recorded in writing, extend the aforesaid period of seven days by such further period not exceeding fifteen days as the Settlement Commissioner or such other officer may deem fit:Provided further that the period extended under the preceding provisions may further be extended (without any limit of time) by the Chief Settlement Commissioner;(13)If the Regional Settlement Commissioner, on scrutiny of the compensation application of the auction purchaser finds that a further sum is due to make up the purchase price, he shall send an intimation to that

effect to the auction purchaser calling upon him to deposit the balance in cash within fifteen days of the receipt of the intimation;(14)If the auction purchaser does not deposit the balance of the purchase money within the period specified in sub-rule (11), or does not furnish particulars of his compensation application as specified in sub-rule (12), or if the net compensation admissible to the auction purchaser is found to be less than the balance of the purchase money and the auction purchaser does not make up the deficiency as provided in sub-rule (13), the initial deposit made by the auction purchaser in sub-rule (8) shall be liable to forfeiture and he shall not have any claim to the property.(15)When the purchase price has been realised in full from the auction purchaser, the Managing Officer shall issue to him a sale certificate in the form specified in appendix XXXII or XXXIII, as the case may be. A certified copy of the sale certificate shall be sent by him to the Registering Officer within the local limits of whose jurisdiction the whole or any part of the property to which the certificate relate is situated. If the auction purchaser is a displaced person and has associated with himself any other displaced person having a verified claim whose net compensation is to be adjusted in whole or in part against the purchase price, the sale certificate shall be made out jointly in the name of all such persons and shall specify the extent of interest of each in the property.

91. Procedure for sale of property by tender.

(1)Where any property is to be sold by inviting tenders, the Settlement Commissioner, the Managing Officer or any other officer authorised by the Settlement Commissioner for the purpose shall invite sealed tenders for the property and the invitation for tenders shall specify-(i)the amount to be deposited by the tenderers as earnest money;Provided that such earnest money shall not be more than 20 per cent of the amount tendered:(ii)a brief description of the property to be sold, its location and boundaries where possible, and any other particulars which may be material:(iii)the period within which tenders are to be received:(iv)the date, time and places fixed for the opening of tenders;(v)the terms and conditions of the tender as set forth in the provisions hereinafter appearing; and(vi)Any other relevant information.(2)Tenders shall be opened by the Settlement Commissioner, the Managing Officer or any authorised officer on the date and at the time and place fixed for the opening of tenders in the presence of all those tenderers who may wish to be present.(3)The Settlement Commissioner shall not be bound to accept the highest or any other tender and shall not be bound to disclose his reasons therefor. Every tenderer shall be bound by his offer and shall, if he resiles from such offer, be liable to forfeit his deposit of earnest money. The decision of the Settlement Commissioner with regard to the forfeiture of earnest money shall be final.(4)When a tender has been accepted by the Settlement Commissioner or an officer empowered by him in this behalf, the tenderer shall produce before the managing officer or other officer appointed by the Settlement Commissioner for the purpose within fifteen days of the intimation to him of the acceptance of the tender, a challan evidencing a deposit into the treasury of the balance of the purchase money.(5)The balance of the tender amount may be adjusted against the compensation due to the purchaser in the same manner as the balance of purchase money may be adjusted when a sale takes place by public auction under rule 90.(6)The final acceptance of the tender shall be subject to approval of the Settlement Commissioner or an officer appointed by him for the purpose.(7)The provisions of sub-rules 12, 13 and 14 of rule 90 shall, as far as may be apply in relation to the sale of a property by tenders under this rule, as they apply in relation to the sale of a property by a public auction under that rule.(8)Where any property purchased by any person under

this rule and the full purchase price has been paid by him or adjusted against the compensation as provided in sub-rule (5) a deed of transfer shall be executed in the form specified in Appendix XXIV or XXV, as the case may be. If the tenderer is a displaced person and has associated with himself any other displaced person having a verified claim whose net compensation is to be adjusted in whole or in part against the purchase price, the deed of transfer shall be made out jointly in the name of all such persons and shall specify the extent of interest of each in the property.

92. Procedure for setting aside a sale

- Where a person desires that the sale of any property made under rule 90 or 91 should be set aside because of any alleged irregularity or fraud in the conduct of sale (including in the case of a sale by public auction in the notice of the sale) he may take an application to that effect to the Settlement Commissioner or any officer, authorised by him in this behalf to prove the acceptance of the bid or tender, as the case may be. (2) Every application for setting aside a sale under this rule shall be made - (a) Where the sale is made by public auction, within seven days from the date of the acceptance of the bid; (b) Where the sale is made by inviting tenders, within seven days from the date when the tenders were opened. (3) If after consideration of the facts alleged the officer to whom the application is made under this rule is satisfied that any material irregularity or fraud has been committed in the publication or the conduct of the sale, he may make an order that the property be re-auctioned or be resold by inviting fresh tenders, as the case may be: Provided that no sale can be set aside under this rule unless upon the facts proved such officer is satisfied that the applicant has sustained substantial injury by reason of the irregularity or fraud, as the case may be. (4) Notwithstanding anything contained in this rule, the Settlement Commissioner may, of his own motion, set aside any sale under this chapter if he is satisfied that any material irregularity or fraud which has resulted in a substantial injury to any person has been committed in the conduct of the sale.

Chapter XV

Classes of evacuee property which may be acquired

93.

The Central Government may acquire any property declared or deemed to have been declared as evacuee property under the Administration of Evacuee Property Act, 1950 (XXXI of 1950), (hereinafter in this rule referred to as the said Act), except any such property falling under any one or more of the following categories, namely: (i) any such property - (a) in respect of which proceedings are pending before any authority under the said Act, in which the question at issue is whether the property is or is not evacuee property; or (b) in respect of which the period of limitation, if any, fixed for an appeal or revision under the said Act for disputing the vesting of the property in the Custodian as evacuee property has not expired; (ii) any such property in respect of which an application for the grant of a certificate under sub-section (1) of section 16 of the Act is pending or in respect of which the period of limitation fixed for making such application has not expired; (iii) any such property which has been restored under section 16 of the said Act, or in respect of which an

application under sub-section (2) of that section for its restoration is pending or in respect of which a certificate under sub-section (1) of that section has been granted but no application under sub-section (2) of that section for its restoration has been made;(iv)any such property which has been transferred and the transfer is effective under section 10 of the said Act, or in respect of which any proceedings are pending under that section;(v)any property which is composite property within the meaning of the Evacuee Interest (Separation) Act, 1951 (LXIV of 1951);(vi)any such property in respect of which any proceedings are pending in a Civil Court wherein the question at issue is whether the property is evacuee property or not;(vii)any such property which is being treated or is being managed as a trust property for a public purpose of a religious or charitable nature under sub-section (1) of the section 11 of the said Act;(viii)any such property in respect of which a reference made by the Custodian to the Central Government for order under clause (iii) (d) of sub- rule (6) of rule 14 of the Administration of Evacuee Property (Central) rules, 1950, is pending.

Chapter XVI

Payment of Rehabilitation Grants

94. Payment of Rehabilitation grant to certain class of persons

- Every person having a verified claim of less than fifty thousand rupees shall be paid a rehabilitation grant in accordance with the scale specified in Appendix VIII or IX as the case may be:Provided that except for the purpose of making marginal adjustments such grant shall be payable to person who owned immovable property other than agricultural land in India of a value exceeding three thousand rupees on the 31st day of March, 1947, and who holds a verified claim for an amount exceeding ten thousand rupees in respect of property other than agricultural land left in West Pakistan.

95. Rehabilitation grant to non-claimants.

- The Central Government may from time to time -(a)specify the classes of displaced persons having no verified claim to whom rehabilitation grant may be paid and the extent and manner of payment of such grants;(b)issue a notification inviting applications in the form specified in Appendix XXVI for the payment of rehabilitation grant from the class of persons referred to in clause (a).(2)Every application under sub-rule (1) by displaced person who has left immovable property in West Pakistan and who came to India before the 31st July, 1952, shall be accompanied by -(a)title deeds of the property or documentary evidence in respect of the title to the property left in West Pakistan in respect of which a claim could have been filed under the Displaced Persons (Claims) Act, 1950 (XLIV of 1950);(b)an affidavit giving particulars of such property;(c)an affidavit containing reasons for the claim not having been filed in respect of such property under the Displaced Persons (Claims) Act, 1950;(3)No application under this rule for the payment of rehabilitation grant shall be entertained unless it is made within ninety days from the date of publication of the notification inviting such applications:Provided that any such application may be entertained after the said date if the Settlement Commissioner is satisfied that the applicant was prevented by sufficient cause from

filing the application in time.(4)Every application which is not made within time or which does not comply with the provisions of sub-rule (2) shall be rejected summarily.(5)Where the application is not rejected summarily under sub-rule (4), the Settlement Commissioner after holding such inquiry as may be necessary shall make such order thereon as he may deem fit;Provided that Settlement Commissioner shall reject such application unless he is satisfied that the applicant was prevented by sufficient cause from filing a claim in respect of property left in West Pakistan under the Displaced Persons (Claims) Act, 1950 (XLV of 1950),Provided further that no rehabilitation grant shall be payable in respect of any property other than agricultural land in any urban area which the applicant had failed to include in claim filed in respect of other properties under the Displaced Persons (Claim) Act (XLIV of 1950).

96. Rehabilitation grant to displaced persons who have arrived on India late.

(1)A displaced person who has left immovable property in West Pakistan and who came to India from West Pakistan after the 31st July, 1952, may make an application in the form prescribed in Appendix XXVI for the payment of a rehabilitation grant.(2)Every application under sub-rule (1) shall be accompanied -(i)in the case of a displaced persons arriving in India after the introduction of the passport system, that is to say, the 13th day of October, 1952, by a true copy of the migration certificate or by a certificate issued by the High Commissioner for India in Pakistan that migration certificate had been only issued to the applicant(ii)In the case of any other displaced person, by other satisfactory proof of arrival in India after the 31st July, 1952; and(iii)by an affidavit containing particulars of any property left in West Pakistan.(3)No application for the payment of a rehabilitation grant under this rule shall be entertained unless it is made within ninety days from the date of the publication of a notification inviting such applications;Provided that any such application may be entertained after the said date if the Settlement Commissioner is satisfied that the applicant was prevented by sufficient cause from filing the application in time.

97. Rehabilitation grant to allottees of Agricultural Land whose claim (or rehabilitation grant application either under rule 95 or 96) for rural property has been rejected.

- Any person who has been allotted four acres or less of agricultural land and whose claim (or rehabilitation grant application either under rule 95 or 96) in respect of rural buildings left in West Pakistan has by virtue of such allotment been totally rejected may be given a rehabilitation grant at the rate of Rs. 450 per standard acre of the area allotted to him.Provided that -(a)he has not accepted such allotment of the agricultural land or such allotment has been cancelled;(b)he does not hold a verified claim or rehabilitation grant application under rule 95 or 96 in respect of any other kind of property, that is to say, any urban property or for any substantial rural building; andProvided further that where any such person is given in rehabilitation grant under rule 97-A, he shall not be given a rehabilitation grant under this rule.

97A. Rehabilitation grants to persons allotted agricultural land up to two standard acres in Punjab and Patiala and East Punjab States Union.

- Any person who has been allotted two standard acres or less of agricultural land in the State of Punjab or Patiala and East Punjab States Union under any notification specified in Section 10 of the Act may be given a rehabilitation grant at the rate of Rs. 450 per standard acre of the area allotted to him: Provided that -(a) he has not accepted such allotment of the agricultural land or such allotment has been canceled; (b) he does not hold a verified claim in respect of any other kind of property, that is to say, for any urban property or for any substantial rural building.

98. Scale of Rehabilitation grant under rules 95 and 96.

- Rehabilitation grants under rules 95 and 96 shall be payable on the same scale as is applicable in respect of the payment of compensation to persons holding a verified claim of the same value.

98A. Payment of Rehabilitation grant.

- The provisions of the rules in the other chapter shall, so far as may be, apply to the displaced persons entitled to the payment of rehabilitation grant under rule 95 or rule 96 in the same manner as if they had verified claim of the same value.

99. Procedure for making enquiries.

- Subject to the provisions of rules 95 and 96, the procedure for making enquiry in respect of applications made under this Chapter shall be same as is applicable to the security of claims under the Displaced Persons (Claims) Supplementary Act, 1954 (12 of 1954).

Chapter XVII

Power of Managing Officers

100. Power to enter and inspect any property.

- A managing officer or a person authorised by a managing officer or by a managing corporation may enter and inspect between sunrise and sunset any property in the compensation pool entrusted to such managing officer or a managing corporation as the case may be: - Provided that where occupant is a pardanastin lady, a notice in writing of not less than twenty-four hours shall be given.

101. Power to sell property.

- Subject to the provisions of these rules, a managing officer or a managing corporation may sell any property in the compensation pool entrusted to him or to it in pursuance of any general or special

order issued by the Chief Settlement Commissioner.

102. Cancellation of allotments and leases.

- A managing officer or managing corporation may in respect of the property in the compensation pool entrusted to him or it, cancel an allotment or terminate a lease, or vary the terms of any such lease or allotment if the allottee or lessee as the case may be:-(a)has sublet or parted with the possession of the whole or any part of the property allotted or leased to him without the permission of a competent authority, or(b)has used or is using such property for a purpose other than that for which it was allotted or leased to him without the permission of a competent authority, or(c)has committed any act which is destructive or permanently injurious to the property, or(d)for any other sufficient reason to be recorded in writing:Provided that no action shall be taken under this rule unless the allottee or the lessee, as the case may be, has been given a reasonable opportunity of being heard.

Chapter XVIII

Procedure for Appeals, Review and Revision

103. Procedure for appeals.

(1)A memorandum of appeal shall be presented in person, by registered post or through a duly authorised agent within thirty days of the date of the order appealed against.(2)A memorandum of appeal shall be accompanied by a copy of the order appealed against and shall indicate clearly the grounds of appeal.

104. Procedure for revision.

(1)A petition for revision under the Act shall be drawn up and presented in the same manner and within the same period as a memorandum of appeal and shall be accompanied by a copy of the order sought to be revised.(2)For the purpose of giving any person a reasonable opportunity of being heard under sub-section (3) of section 24 of the Act, a notice shall be issued to him in the form specified in Appendix XXVII.

105. Provisions of Order XLI of the Code of Civil Procedure apply to appeals and revisions.

- Except as otherwise expressly provided in the Act or in these rules, the procedure laid down in Order XLI of the Code of Civil Procedure, 1908 (Act V of 1908) shall, so far as may be applicable, apply to the hearing and disposal of appeals and revisions under the Act:Provided that in the case of a revision under sub-section (4) of section 24 of the Act, it shall not be necessary to give an oral hearing if, after sending for the record, if necessary, and considering the petition for revision, the Central Government thinks fit to dismiss the revision.

106. Procedure for review application.

- An application for review of a ny order may be presented either in person or through a duly authorised agent or by registered post within thirty days of the date of order.

107. Notice of appeal, revision or review.

- A notice (in the form specified in Appendix XXXVII) of any appeal, revision and review may be given in addition to the person concerned, to any other person, who, in the opinion of the authority hearing the appeal, revision or review may be interested in the case.

108. Appeals, etc. from order passed before the commencement of these rules.

- Any order relating to the payment of compensation made before the commencement of these rules shall be subject to appeal, revision or review in same manner as a similar order made after such commencement: Provided that in the case of any such order the period of limitation of thirty days provided in this Chapter shall be computed from the commencement of these rules.

Chapter XIX

Maintenance of Accounts and Records

109. Payment of compensation.

(1) The payment of compensation shall be made by the Pay and Account Officer, Ministry of Rehabilitation. The Regional Settlement Commissioner or a gazetted officer authorised by him in this behalf shall submit to Pay and Accounts Officer, bill for individual claimants. The Pay and Accounts Officer after pre-check of each bill, shall issue demand draft or cheques, as the case may be in respect of individual claimants and send them to the Regional Settlement Commissioner or the authorised officer, as the case may be, for delivery to them. (2) The detailed performa account of the transactions relating to the compensation pool including transaction on account of evacuee property transferred in kind shall be maintained by the Pay and Accounts Officer, Ministry of Rehabilitation. This account shall show separately the transactions on account of payment of compensation and the Rehabilitation Grants. (3) In regular Government account the payment of major head 85-D compensation to displaced persons under the minor detailed heads indicated below:

Minor Head	Detailed Head
Gross Payments	Value of Government property transferred. Loans etc. adjusted as compensation. Other payments.
Deduct Amount financed from the Revenue	Amount financed from sale proceeds etc. of evacuee property transferred from Revenue.

(Amount of net capital outlay met from Revenue)

110. Cash receipt on account of sale proceeds etc. of acquired evacuee properties forming part of the compensation pool.

- The sale proceeds etc. realised in cash, in respect of evacuee property forming part of the Compensation Pool shall be credited to the Head XLVI Miscellaneous Receipt on Account of Displaced Persons. Receipts forming part of the compensation pool-Receipts on account of acquired evacuee property.

111. Expenses on Account of the Management and sale of acquired Evacuee Property.

- Expenses incidental to the management and sale of acquired evacuee properties (including auction) forming part of the compensation pool, shall be debited to the account head:-

57.

-Miscellaneous - Expenditure on Displaced Persons - Expenditure on management, sale etc. of acquired evacuee property.

112. Receipts on account of the sale proceeds etc. of Government built properties forming part of the compensation pool.

- All receipts relating to the Government built properties forming part of compensation pool shall be credited to the head of the account corresponding to the one from which expenditure on such property was originally met viz. -(1)XLVI - Miscellaneous - Receipts on account of Displaced Persons - Receipt forming part of the compensation pool - Receipts on account of sale etc. Government property.(In respect of properties the cost of which was debited to "57 - Miscellaneous").(2)81 - Capital Account of Civil Works outside the Revenue account - Deduct Receipts and Recoveries on Capital Account - Recoveries on account of sale etc., of Government built properties forming part of compensation pool.(In respect of properties the cost of which was debited to 81 - Capital Account of Civil Works outside the Revenue Account).(3)O - Loans and Advance by the Central Government in respect of properties the cost of which was met by the State Government and other authorities from loans from the Central Government. See rule (2) of Rule 114 below).

113. Expenses incidental to the sale of Government built properties.

- Expenses incidental to the sale of Government properties (including auction fees) forming part of compensation pool, shall be debited to the account head:-"57- Miscellaneous - Expenditure on Displaced Persons - Expenditure on management, sale, etc., of Government built property"

114. Accounting of deductions made from compensation.

(1)(a)The cash balance of the Custodian transferred to the compensation pool in terms of clauses (b) of sub-section (1) of section 14 of the Act shall be credited to the head XLVI-Miscellaneous- Receipt on account of Displaced Persons - Receipt forming part of the compensation pool under distinct detailed head Cash balance of the Custodian transferred to the compensation pool. Amounts deducted from the compensation bill on account of rent, etc., (excluding sale proceeds) of evacuee property including acquired evacuee property, shall also be credited to the same head of account under a separate detailed head, viz - 'Receipts on account of rents. etc., of Evacuee property'.(b)At the end of each financial year an amount equal of the total amount credited to the head XLVI Miscellaneous - Receipts on account of Displaced Persons - Receipts forming part of Compensation Pool' (Rules 110, 114 (1)(a) above) shall be transferred to the capital head - '85-D Compensation to Displaced Persons - by debit to the head '57- Miscellaneous - Expenditure on Displaced Persons - Transfer of sale proceeds etc., of evacuee property to Capital Account outside the Revenue Account.'(2)The amount due from the displaced persons on account of loans granted to them and deducted out of the compensation, shall be credited to the head:-

0. - Loans and Advances by the Central Government :-

(1)Advances to State Government,(2)R.F.A. Loans.(3)Other Bodies.(3)The amounts recovered from the displaced persons on account of loans granted by the State Government and the Rehabilitation Finance Administration out of funds placed at their disposal by the Central Government from the compensation paid to them, shall be remitted by the Pay and Account Officers, Ministry of Rehabilitation by cheques or demand draft of the respective State Accountant General in the case of loans granted by the Rehabilitation Finance Administration for credit under O-Loans and Payment Advances by the Central Government. The credits by the State Accountant General shall be adjusted in the Central Section of their Accounts. The cheques or demand draft shall be supported by statement showing the details of recoveries. The State Accountant General ascertain from the State Government the particular loans from the Central Government against which the recoveries are to be adjusted. The Rehabilitation Finance Administration also shall furnish to the Accountant General, Cental Revenues, this information in respect of loans granted by them. The State Accountant General and the Rehabilitation Finance Administration shall make the requisite adjustment in the State Section of their accounts and the Rehabilitation Finance Administration accounts respectively, so that the debit balances against the individual loans and the credit balances in respect of the loans received by them from the Central Government are reduced. This amendment shall be deemed to have come into force on the 1st April, 1959.(4)The amounts deducted from the compensation bill under clauses (b) and (c) of sub-section (2) of section 7 of the Act shall be initially credited under the Head S Deposits and Advances - Part II Deposits not bearing interests - Other deposits Accounts - Department and Judicial Deposits - Civil Deposits - Deposits under D.Cs. (Debt Adjustment) Act, 1951.

115. Deposits of Fees referred to in Rule 122.

- The fees realised in respect of appeals from and applications made under the Act shall be credited to the head "XLVI-Miscellaneous - Receipts on account of Displaced Persons."

116. Certificate of payment of compensation.

(1)When the claim of an applicant for compensation has been settled wholly or in part, there shall be issued to him a certificate of payment of compensation in the form specified in Appendix XXIX on his furnishing a receipt in the form specified in Appendix XXX.(2)Any such certificate shall be preserved by the claimant for production on demand by any officer of the Central Government or State Government performing functions in relation to rehabilitation of displaced persons or the payment of compensation to him.

Chapter XX

Miscellaneous

117. Service of orders and notices.

(1)Every order nor notice made or issued under the Act or these rule shall be served by registered post acknowledgment due.(2)Ordinarily a notice of at least fifteen days shall be given.(3)The service of an order on notice under sub-rule (1) shall be deemed to have been effected if the order or notice has been properly addressed and despatched by registered post.(4)The service of an order or notice shall, unless the contrary is proved, be deemed to have been effected on the date on which the order or notice, as the case may be, would ordinarily have been delivered through the registered post.(5)When an order or notice has to be served on a person who has made an application for payment of compensation, it shall be despatched to him at the address supplied by him in the application for compensation unless an intimation of a change of address has been given.(6)When by due diligence the address of the person concerned cannot be known, the order or notice may be despatched to him at his last known address.(7)Where an order or notice sent by post is returned undelivered, or where the Settlement Officer or other authority is satisfied that there are reasons to believe that the order or notice cannot be delivered in the ordinary course, the Settlement Officer or other authority may direct that the order or notice may be served either:(a)by publication in one issue of a newspaper having circulation in the area in which the person concerned is known to have last resided or to have carried on business; or(b)(i)by affixture of a copy of the same on a conspicuous part of the property in relation to which the order or notice has been made or issued; and(ii)by beat of drum of some place on or adjacent to such property.(8)When an order or notice as served as specified in clause (a) or clause (b) of sub-rule (7), a copy of such order or notice shall also be affixed in the office of the Officer or authority who made or issued the order or notice, as the case may be.(9)Where an order or notice is directed to be served as in the manner specified in clause (a) of sub-rule (7), the date fixed for hearing shall not be earlier than the date on which the order or notice is published in the newspaper,(10)Where an order or notice is directed to be served in the

- The stamp duty payable in respect of any document relating to the transfer of any property under these rules shall be payable by the Government.

- No legal practitioner shall be entitled to appear in any proceedings under the Act or these rules except in proceedings arising under any of the following section of the Act, namely;Section 5, section 7, section 9, section 19, section 21, section 22, section 23, section 24, section 25, and section 30.

- Where a person in lawful occupation of an acquired evacuee property has with the previous approval of the Custodian in writing made any improvements in such property of a value exceeding Rs. 500 the Settlement Commissioner may, at his discretion, reimburse such occupant the amount spent by him on such improvements from the sale proceeds of the property, if property is sold to a person other than the occupant.

- The period during which person to whom the provisions of section 9 apply, shall not be liable to be ejected from any immovable property other than agricultural land in lawful possession shall be two years in all cases.

(1) The following fees shall be payable in respect of appeals and applications made under the Act:-

(i) to the Chief Settlement Commissioner Rs. 15/-
(ii) to the Settlement Commissioner Rs. 15/-

(i) any application for revision under section 24 of the Act	Rs. 20/-
(ii) any application for review under section 25 of the Act	Rs. 1/-
(iii) any application under section 9 of the Act	Rs. 2/-
(iv) any connection with the sale of property	Rs. 1/-

- (v) any application for obtaining a copy of any order made under the Act or these rules Rs. 1/-
 (vi) any other application not being an application for compensation under section 4 of the Act Rs. 8/-

(3) Any fee payable under this rule shall be paid in the form of an Indian Postal Order for the amount of the fee crossed in the name of Chief Settlement Commissioner, or Settlement Officer, as the case may be: Provided that where the person liable to pay the fee resides outside India, a receipt for the amount of the representative of India in the country where such person resides shall be sufficient evidence about the payment of the fee. Appendices Appendix I Applications Form of Compensation [(Rule 4 (1))]

Name of applicant ----
 Son/wife/widow of ----
 Present address ----- Address as given on claim from
 Index Nos. of Claim

Urban Rural
 For the official use only Registration No. of Application

In Settlement Officer's office In Regional Settlement Commissioner's Office In Central Office

To be cut along dotted line and pasted on
 Compensation Certificate The ... Office

To Sir, I herewith apply for the determination of compensation in respect of my claim verified and assessed under the Displaced Persons (Claims) Act, 1950. I file in duplicate the Application Form in which I have the particulars necessary for deciding the Applications. I declare and state that if any of the statements made by me in the application form is found false, it will be open to the Government to withhold payment of such compensation as may be due to me or as part thereof or to compensation if any which has been paid to me. I desire to receive of compensation in the form of :- (i) Cash; (ii) Government bonds; (iii) Property; (iv) Share and debentures; or (v) In any other form. Note - Score out what is not applicable. Yours faithfully. Affidavit I Son/wife/widow of originally resident of Tehsil District State now residing at the address given above declare and affirm that I have not submitted an application in this form to any other authority. I solemnly declare and affirm that the information supplied in the application form is correct and I have neither concealed nor misrepresented facts.

Attested Deponent

Date Date

Affidavit above and specimen signature or thumb-impression at the bottom should be attested by a Sub-Judge, a Magistrate, an Oath Commissioner, Justice of Peace or any other Officer competent to administer oath. Two specimen signatures or left thumb impressions. Registered No.

1

2

Attesting Authority Attesting Authority

(1) Refugee Registration No. and details of family as entered on Registration Card, Mention the place of registration. If not registered, say so. (2) Was the applicant a member of Joint Hindu Family in Pakistan. (3) Was this claim filed on behalf of the Joint Family as constituted in Pakistan? If not, state whether claim in respect of the properties has been separately filed, and state Index No. of

such claim. State names and address of principal members of Joint Family.(4)Is the applicant or any member of his family staying in any Women's Home or infirmary ? If so, state where ?(5)Is any member of the applicant's family in receipt of Maintenance Allowance ? If so, give name of the person, monthly allowance and total payment received, state the designation of officer from whom Maintenance Allowance is drawn.(6)Has the applicant applied under the Displaced Persons (Debt Adjustment) Act, 1950 for adjustment of his debts ? If so, state name of Tribunal and names of pre-partition creditors as mentioned in his application to the Tribunal and their addresses.(7)Particulars of residence since arrival in India (complete record of movement and residence should be stated since arrival in India).(i)Has applicant migrated from any place in Pakistan on or after 14th March, 1947, as a result of Partition ? If so state date of migration and place from where migrated.(ii)Transit Camp (State name and period of stay).(iii)Relief Camp (State name and period of stay).(iv)Residence in various towns from time to time (State names and period of stay).(8)Has the applicant or any member of his Joint Family sold any property in Pakistan or exchanged any property in Pakistan with any property in India on or after 1st March, 1947 ? If so, state particulars and values of properties sold as well as properties both in India and Pakistan covered by the exchange.(9)Did the applicant own any immovable property in India on 1st March, 1947 ? If so, give location and brief description (Rural or Urban Agriculture Lands etc.) with approximate value of each item.(10)Rehabilitation benefit received by the applicant or by a member of the family viz., father/mother/husband/wife/son/unmarried daughter.

(a) Particulars of Government built accommodation and plots	No. of ward, street town or name of colony	Date of occupation	Assessed monthly rent	Arrears of rent			
(b) Particulars of Urban Evacuee property	No. of street, town	Date of occupation	Assessed rent	Monthly or licence fee	Arrears or rent/licence fee		
(c) Particulars of Rural Evacuee property, occupied	Village Tehsil, District	Kaccha of Pacca	Area of Site	Covered Area	Date of occupation	Rent if any	
(d) Particular of allotment of agricultural lands and gardens in Rural Area	Area allotted	Village Tehsil District State	Date of allotment	Date of acceptance of allotment	Rent/lease money assessed.	Arrears of rent/lease money	

A. Punjab/pepsu(i)On quasi- Permanent basis.(ii)On temporay basis.B. Outside Punjab/pepsuStatement 'A' should also be filed by applicant if he is a temporary allotted outside Punjab/Pepsu.(i)Agricultural land.(ii)Gardens and Groves.

(e) Particulars of loans outstanding on the date of application	Sanctioning Authorit	Amount sanctioned	Amount so far received	Amount required	Amount outstanding principal interest	
(i)R.F.A. Loans.(ii)Small Urban Loans Scheme.(iii)Education Loans.(iv)House Building						

Loans.(v)Loans for Agricultural Purpose.

Location of house-plot and name of colony Amount paid Amount outstanding

(f)Unpaid instalments on account of house or plot purchased from Government or under a housing Scheme sponsored by Government.

11. Particulars of claim under Displaced Persons Claims Act, 1950.

(a) Urban Property	Index No	Town/Village/Tehsil/District	Value assessed	Co-sharers in case property with respective shares	If any property is mortgaged, state mortgage money and name of mortgagee
House	(i)(ii)(iii)				
Shop	(i)(ii)				
Urban Agricultural Lands					
(b) Industrial Undertaking	(i)(ii)(iii)				
(c) Rural property	(i)(i)(ii)(i)(ii)				
HouseShop					
Total of (a), (b) and (c) Rs. _____					

(d) Rural property agricultural lands	Index No.	Village/Tehsil/District	Value assessed in standard acres)	Co-sharers in each property with respective shares	If any property is mortgaged, state mortgage money and names of mortgagee
	(I)(ii)				

Date _____ Signature or thumb impression of applicant _____

Name of Applicant Son/wife/widow of _____

Address _____

For Official use Only

Registration No. given by
Settlement Officer

Appendix II

Questionnaire

[Rules 4(2)(a)]

Registration of	Name of Applicant	Son of Wife of/Widow of
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(A) Information regarding property occupied If you are occupying a Government built or evacuee quarter/house/shops, please, state:-(i) The Block/Ward and Municipal/Quarter No. with full address.(ii) The names of persons to whom the present allotment has been made.(iii) The allottee's relationship to you.(iv)(a) Index No.(s) and assessed value of their claim(s).(b) Registration No. of the application(s) for compensation, if any, filed by them.(v)(a) Monthly rent fixed.(b) Payment made by you since the last verification by the Settlement Officer, giving date and amounts.(c) The amount of arrears of rent outstanding on the 31st October, 1953.(d) The authority to whom payable.(vi) Name of persons(s) in actual occupation (the name of only head of each family to be given).(Additional information in the case of Government built property).(vii)(a) Authority which made the allotment.(b) Approximate date of allotment.(c) If purchased on instalment basis amount paid (with dates) as initial and subsequent instalments.(d) If purchased on full payment of price, amount paid with date.(Additional information in the case of Evacuee property).(viii)(a) Details of the accommodation of the whole house and the portion in your occupation; e.g. number of and sizes of the rooms; separate or common privy bath room; kitchen and staircase; single or double storeyed; and so on.(b) If possible approximate plinth area of the house and of the portion in your occupation.(B) Information regarding Loans If you have any loan either from a State Government or from the Rehabilitation Finance Administration or have pledged your claim or have signed as a guarantor the advance of a loan by the R.F.A. or have stood surety for any State loan, please state separately for each loan:(i) The date, Account No. and amount of the loan.(ii) Particulars of instalments paid, clearly specifying those paid since the date of verification by the Settlement Office.(iii) Whether you have applied for postponement of instalment of loan against verified claim(s).(C) Other Particulars(a) Caste/sub-caste and surname.(b) Place of displacement in Pakistan with full address there.(c) Addresses at intermediate places before coming to the present address.(d) Name of the adult male members with their complete address.(e) Present residential address.(In the case of men and unmarried women)(f) Father's name(g) Grand Father's name.(In the case of married women and widows)(h) Husband's name(i) Husband's father's name.(j) Husband's grandfather's name(k) Date of Husband's death.N. B. - In the case of payment (whether towards arrears of rent or instalment of loan) attested copies of the receipt for payment of rent and/or instalment of the loans should be sent or brought with your reply.(D) Information regarding Joint Claims(i) If you have applied for compensation against a specified share in a joint claim(s) give full addresses of all those interested in the claim indicating which of them are minors under your guardianship.(ii) Please state Index No.(s) and value of all verified claim in which you have any interest, specify your own share in each.Date Signature or Thumb-impression of ApplicantAppendix III Affidavit [Rule S. (2)(b)]

1. Son/wife/widow of ... years of months of age, residing at being an applicant for payment of compensation against my verified claim (s) for No. Index No.(s) do solemnly affirm as follows:-

2. That I have not taken or guaranteed any loan from the Rehabilitation Finance Administration or from a State authority, not have pledged any of my claims with the Rehabilitation Finance Administration or any State authority for the advance of a loan to some other person nor have I stood as a surety or guarantor for a loan taken by any other person from the Administration or authorities.

orThat a loan for Rs. (loan A/c No.) has been sanctioned/advanced by the R.F.A. Government to me personally or jointly with or on my guarantee or on the security of my claim to.(2)That to the best of my knowledge and belief my father/brother/husband/wife/son/unmarried daughter has not taken any loan from the Rehabilitation Finance Administration or a State authority nor has he pledged his claim with nor stood as guarantor surety for a loan advanced by the Rehabilitation Finance Administration or a State authority.(3)That no rural agricultural land has been allotted anywhere in India to me or to my father/mother/husband/wife/son/unmarried daughter.orThat acres of rural agricultural lands has been allotted in (District and State) to me/my father/mother/husband/wife/son/unmarried daughter Shri/Shrimati who has a separate claim for rural property assessed for Rs.Claim Index No.(4)That the minor in whose favour the claim (1) was assessed or any minor co-sharers in said claim(s) has/have not yet attained majority, his age today being months..... . orShri minor who is a co-sharer in the claim(s) has since attained majority.(5)That I or my father/mother/husband/wife/son/unmarried daughter is not an occupant of an evacuee of Government built property.orThat my Shri/Shrimati is an occupant of Property, particulars of which are noted below:-Further, that no arrears of rent for the said property are due against me or against any of the relations specified above, except the sum of Rs. for the said period.(6)That I have no other Government dues outstanding against me such as unpaid interest towards purchase of house or plot etc.orThe following other dues are outstanding against me or my father/mother/husband/wife/son/unmarried daughter.

7. I do hereby declare and affirm that the information given above is correct to the best of acknowledge and belief and that nothing in the respect has been concealed or withheld by me.

Signature or thumb impression of Deponent(Dated)..... . Attested.Magistrate/Sub-Judge/or Oath Commissioner,(Date)(Seal of attesting authority)Appendix IVMemo of Objections vide Rule 5(1)Government Of IndiaMinistry of Rehabilitation (Office of the Settlement Officer)From Dated theShri Settlement OfficerToShri/ ShrimatiYour Compensation application being Registration No. is incomplete in the following respect.(Strike out items which are not applicable. Also give details of the discrepancies. (detected).

- 1. Amount of loan recoverable from you/your family is incorrect.**
- 2. Arrears of rent/unpaid instalments of Government built/evacuee property has not been correctly stated.**
- 3. There is discrepancy between the verified value of your claim given in the application and that recorded in registers and claim filed in respect of your claim bearing Index No.**
- 4. The facts details supplied by you are at variance with those ascertained by this office regarding.**
- 5. The amount of encumbrance or charge on the property in respect of which the claim has been assessed has not been correctly disclosed.**

You are therefore required to be present in person or through an Agent (not being a legal practitioner) duly authorised in writing, at..... on, 1955 at A.M. reconcile the discrepancies state above to show cause why the amount as verified by this Office should not be taken as correct. You should bring with you all documents in your possession upon which you rely or produce evidence in support of your statement. If you do not appear or if no appearance is made on your behalf at the place, time and date stated above, the decision will be taken in your absence. Given under the hand and the seal of my office this _____ day of 1955 at

_____ Settlement Officer. Appendix V Ministry Of
Rehabilitation (Office of the Settlement Officer) Acknowledgement [See rule 6(1)] Registration No.
Date Received from son/daughter/wife/widow of _____ resident _____ an
application for Compensation in duplicate. Particulars mentioned in the application are being
enquired into. If after making enquiries it is found that the dues outstanding against you are
different from those shown by you in the application you will be addressed again.

- 2. The above registration number should be quoted in all future correspondence with the office.**

Seal of the (Signature of receiving authority) Appendix VI Office of The Settlement Officer Summary
of the Order [Rule 10(2)]

- 1. Date of receipt of application.**
- 2. Registration Number.**

3. Names with Father's/Husband/Guardian's name with present address.

4. Particulars of outstanding loans together with interest as on (Loans advanced by the State Government including amounts the recovery of which has been postponed)

(a)R.F.A. Loans.As stated by the claimant in the application. As verified.(b)Small Urban Loans.As stated by the claimant in the application for compensation. As verified.(c)Education Loans.As stated by the claimant in the application for compensation. As verified.(d)House-building Loans.As stated by the claimant in the application for compensation. As verified.(e)Any other dues payable by the Applicant to Government.As stated by the claimant in the application for compensation. As verified.Note: - The amount of any loans, recovery of which has been postponed by the Chief Settlement Commissioner should be indicated below:-(i)Particulars of the loan(s).(ii)Amount.

5. Unpaid instalment on account of houses and plots purchased on instalment.

As stated by the claimant in application for compensation. As verified.

6. Arrears of rent of Government building or evacuee property.

As stated by the claimant in the application for compensation. As verified.

7. Maintenance Allowance :- Amount received upto.

As stated by the claimant in the application for compensation. As verified.

8. Acreage of agricultural land allotted.

As stated by the claimant in the application for compensation. As verified.

9. Date and number of despatch to the Regional Settlement Commissioner.

10. Total recoverable due.

11. Remarks.

(State here also any discrepancies found regarding rehabilitation benefits).Certified that the above statement shows that correct circumstances of that applicant as ascertained by me after reference in the office concerned.

Name of the Settlement Officer(in blockletters

Signature

Place Date

Appendix VII Abstract of Particulars, Calculations and Pay Order (Rule 15) Office of the Regional Commissioner. Claim-Compensation Bill No. _____ dated _____
196 Registration No. _____ Regional in Central Office:-, R.S.C. No.,

1. Name of Applicant , Parentage, etc.

Permanent address.

2. Particulars of all Claims, for which cash compensation is admissible:

(a) Index No. of the claims	Nature of property residential properties, Urban plots, Industrial undertaking etc.	Assessed value of claims	
	Total value	Applicant's share in Joint Family	Remarks
		Total value	
(b) For agricultural	(i) Assessed value	Std. Acres.	
		Std.	
Land and gardens	(ii) Area after applying Punjab cut (ii) Less Allotment held (iv) Not admissible	Acres. Std.	
		Acres. Std.	
		Acres.	

(c) Remarks regarding application of Rule 19

Compensation Reh. Grant. Total If joint family, applicant's share

Compensation Reh. Grant Total

Compensation at final scale (a) For total assessed value of property claim(s) (b) Cash where admissible against Agri. Claim item 2 (b) (iv) rate Rs. 450 or 350 per std. Acre. Total Deduct, already paid or adjusted vide R.S.C. No. Bill No. & included in the covering statement No. dated

Add Deduct | fractional difference _____

Gross amount now due

4. Recoveries to be made.

Amount	Authority to	Head of
Rs.	which recovery is to be credited	account to which adjustable

(a) Amount outstanding in respect of Loan Account No.

(b) Unpaid instalments for houses and plots purchased on instalment basis

(c) Arrears of rent upto 195 - for Government built property. Evacuee

(d) For Debt Adjustment Tribunal decree or mortgage charge, on Rs. in favour of (e) Any other dues payable to Government (f) Value of Government

built _____ including Evacuee (Mud hut)

Property transferred.

Total Deductions

Detail of property or deduction vide items 4(d) to (f).

5. Amount of Compensation and Rehabilitation grant/or Com. for Agril. land to be paid to the applicant (item 3) Rs.

6. Recoveries to be made (item 4) Rs.

7. (A) Net amount admissible (item 5) less item (6). Rs.

(A) in Cash Rs.

(B) for property Rs.

7. (B) Net amount recovered item (6) less (5)

7. (C) Adjustment from associate's Claims with their particulars.

8. Net amount to be paid in cash as marginal adjustment - With date Rs.

Signature _____ Processing Officer)

with reasons: 2-(Dealing Clerk)

Checked _____ Counter checked.

Signature _____

with date _____ (Accountant) _____ (Account Officer)

For Balance value of allotable property to be covered in instalments.

Total amount to be recovered after adjustment of compensation PASSED FOR Payment of Rs.

Rs. (Rupees)

1st instalment due on 1956 Rs. 2nd instalment due on 1957 Rs. 3rd instalment due on 1958 Rs. 4th instalment due on 1959 Rs. (Signature of R.S.C. Or authorised officer with date O.R. Finalised or allotment as above).

instalment due on 1958 Rs. 4th instalment due on 1959 Rs. (Signature of R.S.C. or authorised officer with date O.R. Finalised or allotment as above). (Signature of R.S.C. or authorised officer with date).

Space For Use In The Office Of The Pay And Accounts Officer, Ministry Of Rehabilitation, New Delhi Pay Rs., Rupees By Cross Cheque/Demand Draft in favour of the Regional Settlement Commissioner. Asst Pay and Accounts Officers. Classification

Debit, 85-D Comp. to D.Ps. Gross Payments

Payment of Compensation,, ,, Rs.

Payment of Rehabilitation grant ,, ,, Rs.

Credit XLVI. Misc. - Receipt on account of Displaced Person - Receipts forming part of compensation pool-Receipts on account of rent etc., and sale proceeds of evacuee property realised by the Custodian.XLVI Misc. - Receipts on account of Displaced Persons -Receipts forming part of compensation pool-Receipts on account of acquired Evacuee property.Section S - Deposits and Advances Part IV Suspense -

Suspense Accounts transactions adjustable with Rs

Properties of Compensation Pool Rs

Loans of Compensation Pool Rs

Other Items Rs

Section S - Deposit and Advance Part V-Suspense...

Suspense Accounts

Transactions adjustable with Rs

Properties of Compensation Pool Rs

Other Items Rs

Section S- Deposit and Advance Part II - Deposits not being interest-C other Deposit Accounts

Department Judicial Deposits Civil Deposits - Deposits under Displaced Persons Debt Adjustment Act, 1951Rs.Section S-Deposit and Advance Part IV Suspense -

Suspense Accounts Transaction adjustable with, Rs.....

Total Deductions Rs.....

Net amount paid Rs.

Appendix VIII(Rule 16)

Assessed value		Rehabilitation		
Claim	Compensation	Grant	Total	Percentage
1	2	3	4	5
500	100	233	333	66.6
1000	200	466	666	66.6
1500	300	699	999	66.6
2000	400	933	1333	66.6
3000	600	1170	1770	59
4000	800	1364	2164	54.1
5000	1000	1530	2530	50.6
6000	1200	1675	2875	47.9
7000	1400	1802	3202	45.7
8000	1600	1916	3516	43.9
9000	1800	2017	3817	42.4
10000	2000	2110	4110	41.1

The Displaced Persons (Compensation and Rehabilitation) Rules, 1955

12000	2400	2296	4666	38.8
14000	2800	2396	5196	37.1
16000	3200	2499	5699	35.6
18000	3600	2586	6186	34.3
20000	4000	2660	6660	33.3
22000	4400	2704	7104	32.2
24000	4800	2738	7538	31.4
26000	5200	2758	7958	30.6
28000	5600	2778	8378	29.9
30000	6000	2780	8780	29.3
35900	7000	2131	9131	26.1
40000	8000	1431	9431	23.6
45000	9000	731	9731	21.6
50000	10000	...	10000	20
60000	12000	...	12000	20
70000	14000	...	14000	20
80000	16000	...	16000	20
90000	18000	...	18000	20
100000	20000	...	20000	20
125000	24313	...	24313	19.45
150000	28520	...	28520	19.01
175000	32637	...	32637	18.65
200000	36682	...	36685	18.34
250000	44592	...	44595	17.84
300000	52305	...	52305	17.13
350000	59858	...	59858	17.1
400000	67277	...	67277	16.82
450000	74582	...	74582	16.57
500000	81785	...	81785	16.36
600000	95940	...	95940	15.99
700000	109786	...	109785	15.68
800000	123393	...	123303	15.42
900000	136789	...	136789	15.2
1000000	147500	....	147500	14.75.
1100000	157320	...	157320	14.3
1200000	164320	...	164320	13.96
1300000	171030	...	171030	13.15

1400000	177480	...	177480	12.67
1500000	183710	...	183710	12.25
1600000	189740	...	189740	11.8
1700000	195580	...	195580	11.55
1800000	200000	...	200000	31.11

and above

Explanation I. - The above scales of compensation, inclusive of rehabilitation grants, have been worked out on the basis of the formula indicated below. For the purpose of this formula the figures indicated in asterisk in column I will be treated as terminal points of various stages in the scales. To determine the compensation admissible on a claim the value of which falls at an intermediate point in any stage, the following formula is applied:-

$a \times d \log.$ where V stands for the total assessed value of the claim and C for the amount of V-log. C compensation inclusive of rehabilitation grant.

The values of a and b will have to be calculated for each stage by forming two simultaneous equations derived by substituting for V and C their actual values at terminal points of the stage as given in the above table. For instance, the total compensation admissible on a claim of Rs. 3,500 will be calculated first by determining the values of a and b from the following equations:-

$$a \times b \log 2,000 = \log 1333 \quad a \times b \log 5000 = \log 2530$$

After the values of a and b have been so determined, the total compensation will be determined by the following formula:- $a \times b \log 3,500 = \log C$ Explanation II. - If the assessed value of a claim is not divisible by 100 payment will be at the next higher rate divisible by 100 (i.e. for a claim of Rs. 36,110, or 36,176, the payment, will for a claim for Rs. 36,200 [provided that the compensation payable shall not exceed and assessed value of] Explanation III. - Calculating of net amounts payable after deduction of dues shall be to the nearest whole rupee, and annas and pies shall be ignored. Appendix IX (Rule 16) Compensation Scale for inmates of Homes and Infirmaries

Assessed value	Rehabilitation			
Claim	Compensation	Grant	Total	Percentage
1	2	3	4	5
2000	400	1532	1932	96.6
3000	600	1923	2523	84.1
4000	800	2248	3048	76.2
5000	1000	2526	3526	70.5
6000	1200	2659	3859	64.32
7000	1400	2719	4119	58.84
8000	1600	2748	4348	54.35
9000	1800	2782	4582	59.91
10000	2000	2800	4800	48
12000	2400	2998	5398	44.98
14000	2800	3105	5905	42.51
16000	3200	3315	6515	40.72

18000	3600	3415	7015 38.9
20000	4000	3440	7440 37.3
22000	4400	3430	7830 35.56
24000	4800	3410	8210 44.21
26000	5200	3331	8531 32.81
28000	5600	3282	8882 31.82
30000	6000	3150	9150 30.2
35900	7000	2268	9268 26.41
40000	8000	1431	9431 23.57

Above Rs. 40,000 scale for general category claimants will apply. Explanation I. - The formula mentioned in the Explanation to Appendix VIII will be applicable here also. Explanation II. - If the assessed value of a claim is not divisible by 100, payment will be at the next higher rate divisible by 1000 (e.g. for a claim of Rs. 35,100 or Rs. 36,176 the payment will be as for a claim for a Rs. 36,200). [Provided that the compensation payable shall not exceed the value of a] Explanation III. - Calculation of net amounts payable after deduction of dues shall be the nearest whole rupee, and annas and pies shall be ignored. Appendix X [Rule 22(1)(b)] List of Big Town

Name of State	Serial No	Name of Town
1	2	3

Andhra Pradesh		Not given
Bihar		Not given
Bombay		Not given
Bhopal Madhya Pradesh		Not given
Madras		Not given
Orissa		Not given
Punjab	1. Amritsar (Cantt.) 2. Jullundur 3. Ludhiana 4. Ambala Cantt. 5. Rohtak 6. Karnal 7. Batala 8. Panipat 9. Ambala 10. Bhiwani 11. Amritsar City (including Sultanwind) 12. Forzepore Cantt. (including	

	Basti Tankanwali) 13. Ferozepore Cantt. 14. Pathankot 15. Gurdaspore 16. Gurgaon. 17. Hissar 18. Hoshiarpur 19. Sonapat	
Uttar Pradesh		Not given
Hyderabad		Not given
Madhya Bharat		Not given
Mysore		Not given
Pepsu		Not given
Rajasthan		Not given
Saurashtra		Not given
Travancore-Cochin		Not given
Ajmer		Not given
Delhi	1. Delhi 2. New Delhi 3. Delhi Civil Lines (N.A.C.) 4. West Delhi (N.A.C.)	

"Appendix XA"[Rule 34 (G)]Whereas the property described in Schedule I hereunder written (hereinafter referred to as the said property) has been acquired by the Central Government by the Notification of Government of India in the Ministry of Rehabilitation No. dated..... issued under Section 12 of the Displaced Persons (Compensation and Rehabilitation) Act 44 of 1954; And whereas under the provisions contained in Section 20 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (Act No. 44 of 1954), the Central Government decided to transfer the said property to Shri S/oHerein please specify the name of the company or other person to whom the property is to be transferred as also enactment under which it has acquired its corporate existence), a body corporate incorporated under the provisions of the Indian Companies Act/Co-operative Societies Act (hereinafter referred to as "the transferee") at or for price of Rs. (Rupees and) paid by the transferee (Rs. in cash and Rs. by adjustment against the compensation) payable under the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (Act No. 44 of 1954) to him (In case there as no associates then portion after word 'him' should be deleted) and his associates whose names are given in Schedule II hereunder written and whereas the said association have agreed to the property being granted released, conveyed and assured unto the

transferee. The President is hereby pleased to transfer the right, title and interest acquired by the Central Government in the said property to the transferee. And for the removal of doubts, the President of India hereby certifies and declares that he grants and transfers to the aforesaid transferee the property described in Schedule I hereunder written. TO HOLD the same to the transferee absolutely for ever free from encumbrances and excepting and reserving to the Government of India all mines and minerals of whatever nature lying in or under the said property together with full liberty at all times for the Government of India, its agents and workmen, to enter upon all, or any part of the property to search for, win, make merchantable, and carry away the said mines and mineral under or upon the said property or any adjoining lands of the Government of India and to let down the surface of all or any part of the said property and any buildings now or hereafter to be erected thereon making fair compensation to the transferee for damage done unto him thereby, subject, to the payment of land revenue or other imposition payable or which may become lawfully payable in respect of said property and to all public rights or easement affecting the same. The stamp duty, if any, upon this instrument shall be borne by the Government of India. This transfer shall be deemed to have come into force from

I

District Town Mahal Khasra No. Area Right of Irrigation.

II

Name of the Associates 1 2 3 4

Executed this _____ day of _____ at _____ by _____ (Signatures). Managing Officer/Managing Corporation for and on behalf of the President of India. "Appendix-XB"[Rule 34 (G)] Whereas the property described in schedule I hereunder written herein after referred to the said property has been acquired by the Central Government by the notification of Government of India in the Ministry of Rehabilitation No. dated issued under section 12 of the Displaced Persons Compensation and Rehabilitation Act, 1954 Act No. 44 of 1954; And whereas under the provisions contained in section 20 of the Displaced Persons Compensation and Rehabilitation Act, 1954 Act No. 44 of 1954, the Central Government has decided to transfer the said property to Shri S/o at or for the price of Rs. (Rupees.....) paid by Shri S/o..... (Rs. in cash and Rs. by adjustment against the compensation) payable under the Displaced Persons Compensation and Rehabilitation Act, 1954 Act No. 44 of 1954 to him and his associates whose names are given in Schedule II hereunder written and whereas said associates have agreed to the property being granted, released, conveyed and assured unto Shri..... And whereas the said Shri S/o died on at leaving behind him as his successor-in- interest hereinafter referred to as the transferee. The President is hereby pleased to transfer the right, title and interest acquired by the Central Government in the said property to the transferee. And for the removal of doubts, the President of India hereby certifies and declares that he grants and transfers to the aforesaid transferee the property described in Schedule I hereunder written, TO HOLD the same to the transferee absolutely for ever free from encumbrances and excepting and reserving to the Government of India all mines and minerals of whatever nature lying in or under the said property together with full liberty at all times for the Government of India, its agents and workmen, to enter

upon all or part of the said property to search for, win, make, merchantable, and carry away the said mines and minerals under or upon the said property or any adjoining land of the Government of India and to let down the surface of all or any part of said property and any buildings now or hereafter to be erected thereon making fair compensation to the transferee for damage done upto him thereby, subject to the payment of land revenue or their impositions payable or which may become lawfully payable in respect of the said property and to all public rights or easements affecting the same. The stamp duty, if any, upon this instrument shall be borne by the Government of India. This transfer shall be deemed to have come into force from....

I

Distt. Town Mahal Khasra No. Area Right of irrigation

II

Name of the Associates 1 2 3 4

Executed this _____ day of _____ at _____ by _____ (Signature) (Managing Officer/Managing Corporation for and on behalf of the President of India.) Appendix XI [Rule 40(3)] Lease Deed (Applicable to Government owned Sites in the Delhi State - revised terms) This Lease made this day of of the year One thousand nine hundred and fifty between the President of India (hereinafter called the Lessor which expression shall unless the context requires another and different meaning include his successors and assigns) of the one part and s/o ("hereinafter called the lessee" which expression shall unless the context requires another and different meaning to mean and include the said his heirs, executors, administrator, representative and permitted assigns) of the other part: Whereas the Lessor has agreed to demise to the lessee the land described in the Schedule hereunder written upon the terms and conditions hereinafter appearing and contained. Now, this indenture Witnesseth that in consideration of the premium of Rs. paid before the execution of these presents the receipt whereof the Lessor hereby acknowledges and the rent hereinafter reserved and of the covenants by the Lessee hereinafter called the Lessor doth demise unto the lessee all that piece of land containing by admeasurement or thereabouts situated in Plot No. in which said plot of land is more particularly described in the Schedule hereunder written and with the boundaries thereof has for greater clearness been delineated on the plan annexed to these presents and thereon coloured red, together with all right, easements and appurtenances to the same belonging save and except all mines and mineral products, buried treasure, coal, petroleum, oil and quarries whatsoever in/under or within the said land in with liberty for the Lessor and his lessee, licensees agents and workmen and all other persons acting on his behalf to dig, search for, obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land or any building standing thereon and that such compensation shall in case of dispute be determined by an officer appointed by the Lessor for this purpose, as nearly as may be, in accordance with the provisions of the Land Act or Regulations for the time being in force, whose decision thereon shall be final. To hold the said land unto the Lessee for the term of 99 (Ninety-nine) years commencing from yielding and paying therefor the yearly ground rent of at the rate of Rs. 1 per annum per hundred square yards or fraction thereof at the Imperial Bank of India,

New Delhi or at such other place as maybe notified by the Lessor for this purpose from time to time.(a)Rent will not be subject to revision except as provided for in (d) thereof.(b)The Lessee shall be for any assignment or transfer of the said premises hereby demised or any part thereof obtain from the Lessor approval in writing of the said assignment of transfer and any such assignees and transferees the heirs of the lessee shall be bound by all the covenants and conditions herein contained and be answerable in all respects therefor.(c)The Lessee can transfer the land after obtaining the permission of the Lessor aforesaid and the Lessor will not share any unearned increment on the value of the land (being the difference in the premium paid by him to the Lessor and the market value of the land then prevailing) for permitting such transfer. The Lessor will, however, be entitled to claim and recover the unearned increment in the value of the land in the event of any subsequent transfer of the land by a transferee the amount so to be recovered being 50 per cent of the unearned increment in the value of the land.In the case of any subsequent transfers the Lessor shall have the pre-emptive right to purchase the premises as hereby demised and all the building and structures standing thereon, after deducting 50% of the unearned increment as aforesaid.(d)The Lessor shall also have the right to revise the annual ground rent at the time any assignment to transfer of the premises hereby demised subsequent to the first transfer or assignment as aforesaid. The revised ground rent payable in such case shall be at the rate of 2½% of the value of the land at the time of such transfer.Provided further that in the case of any transfer or assignment subsequent to the first transfer or assignment the Lessor shall also have the right to revise the ground rent hereby reserved on the first day of January of the year following of the year in which thirty years; from the date of such subsequent transfer or assignment shall be completed and thereafter at the end of each successive period of not less than thirty years; provided that the increase in the rent fixed at each enhancement shall not at such time exceed one half of the increase in the letting value of the site without building at the date on which the enhancement is made and such letting value shall be assessed by the Collector or Deputy Commissioner of Delhi provided, always that any such assessment of letting value for the purposes of this provision shall be subjected to the same right on the part of the Lessee of appeal from the orders of the said Collector or Deputy Commissioner and within such time as if the same were assessment by a Revenue Officer within the meaning of section 50 the Punjab Land Revenue Act, 1887 (Act XVII of 1887) and the proceedings for or in relation to any such appeal shall be in all respects governed by the provisions of the said Act in the same manner as if the same had been taken thereunder.(e)The ground rent will be payable in advance in half yearly instalments on the 15th January and 15th July each year. The ground rent shall be payable for the full half year for the period from the date of purchase of the grant of a lease of the site on the 15th January or 15th July next following, as the case may be, and shall be paid by the purchaser at once at the time of such purchase;

1. The Lessor doth to the extent that the burden of the covenants may run with the said land and may bind any permitted assignee thereof hereby covenant with the Lessor as follows:-

(i)to pay the rent on the days and in the manner hereinbefore appointed for payment thereof and also to pay all taxes, rates and assessments that now are or may hereafter during the said term be imposed upon the said land or building erected thereon or upon the lessor or the lessee his permitted sub- lessee or assignee in respect thereof, under any enactment for the time being in

force;(ii)within the period of 24 calendar months next after the date of these present from the day of 19 Lessee shall be and will at his own expense erect and finish fit for habitation on the site hereby demised one building single storeyed containing one residential flat or double storeyed consisting of one or two residential flats in all with a barsati on top, as may be approved by the Chief Commissioner, Delhi or such officer or body as the Lessor or the Chief Commissioner, Delhi may authorise, in this behalf together with all necessary out-houses sewers, drains and other appurtenances in accordance with a plan or plans to be approved of in writing by the Chief Commissioner, Delhi, or such officer or body as the Lessor of the Chief Commissioner, Delhi, may authorise in this behalf. And all the drains ad sewers for the said premises shall be constructed, laid and connected to the satisfaction of the Chief Commissioner and the appropriate Municipal authority and in such position as shall be directed by the said Chief Commissioner or as may be required by the said Municipal authority.(iii)before the buildings on the said site are occupied connect the same with the gravitating sewers to lay on water to the said building in the manner directed by an officer appointed, by the Lessor in this behalf and to employ a plumber duly approved by the said officer to make and do all such connections and works: provided that when the sewage or water systems are not extended to the sand house/quarter at the time the said buildings are occupied, the Lessee shall within 30 days from the extension of the sewage and water systems to the said house/quarter, connect gravitating sewers and lay on water in the manner and according to the instructions and through the agency above mentioned.(iv)to maintain the premises and all buildings thereon in a sanitary condition according to the directions of the officer appointed by the Lessor;(v)not to erect more than more one building single-storeyed containing one residential flat or double-storied consisting of one or two residential flats in all with a barsati on top, as may be approved by the Chief Commissioner, Delhi, or such officer or body as the Lessor or the Chief Commissioner, Delhi may authorise in this behalf, except such out-houses and servant quarters as may be approved by the Lessor. Any servant quarters constructed by the Lessee shall not, without any written permission of the Chief Commissioner, Delhi, be occupied or permitted to be occupied otherwise than by the bona fide servants of the person occupying the main building.(iv)not without the written consent of the Chief Commissioner, Delhi, to carry or permit to be carried on, the said land and buildings erected thereon during the said lease and trade or business whatsoever or use the same or permit the same to the used for any purpose other than of a single-storied building consisting of one residential flat or a double-storied building consisting of one or two residential flats in all, with a barsati on top, as may be approved for the locality or as provided in the building already erected on the said land.(vii)not to sub-divide the said land or building erected thereon or any part thereof without the prior permission of the Lessor in writing;(viii)not to do or permit anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance or cause damage to occupier or other property in the neighborhood;(ix)to register all changes in the possession of the whole of the said land or of the building erected thereon, whether by transfer, succession or otherwise in the office of the Land and Development Officer, Ministry of Works, Housing and Urban Development or such officer as may be appointed by the Lessor in this behalf for this purpose, within one calendar month from the respective dates of such changes (and if the changed are registered in the local sub-registry under the Indian Registration Act, 1908 within one calendar month the date of registration in such sub-registratry) and if the Lessees shall without sufficient cause neglect to register such changes in the manner aforesaid, the Lessor may impose on him for each such case of neglect a penalty not exceeding Rs. **00 and the Lessor may, in addition

to the other remedies available to him under these presents, enforce the payment of such penalties in the same manner as in the case of arrears of land revenue).(x)that all persons acting under the order of Lessor shall be at liberty at all reasonable time in the day time during the said term to enter upon the said land or any building that may be erected thereon for any purpose connected with the lease;(xi)the lessee and his successors and assigns shall on the determination of the lease on the expiry of the period of 99 years yield up the demised premises with all buildings erected thereon and landlords fixtures thereto, provided that the Lessor shall pay to the Lessee the value of the said buildings and fixtures at the date of determination of the tenancy, such value to be determined in the absence of agreement, by a sole Arbitrator agreed upon by both the parties or in the absence of such agreement by two arbitrators one to be appointed by each party. The provisions of the Arbitration Act, 1940, and any statutory modification thereof shall apply to any such arbitration. The Lessor may however renew the lease of the land after the expiry of 99 years on such terms and conditions as considered necessary by the Lessor;(xii)if during the period of the lease the premises are required for a public purpose or for any administrative purpose by the Lessor, the Lessor shall at the expiry of a notice of fifteen days to the effect that the said premises are required for such purpose to be served upon the Lessee by an officer appointed by the Lessor in this behalf, be at liberty to take possession of the land together with all buildings, structures and appurtenance. The Lessee shall be entitled to compensation in respect of the land, buildings and structures. The compensation payable under this clause shall in case of dispute, be determined by the Lessor or such officer as he may appoint for the purpose, as nearly as may be, in accordance with the provisions of the Land Acquisition Act or regulations for the time being in force relating to the same and the decision of the Lessor or such officer shall be final and conclusive;(xiii)Any sum of money due to or claimable by the Lessor in respect of the land hereby demised shall be recoverable by the Lessor as an arrears of land revenue under the provisions of the Punjab Land Revenue Act, 1887 (XVII of 1887), and any amending Act for the time being in force.II. If the yearly rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for one calendar month next after any of the said days whereon the same shall have become due, whether the same shall have been demanded or not, or if there shall have been in the opinion of the Lessor or the Chief Commissioner of Delhi whose decision shall be final, any breach by the Lessee or by any person claiming through or under him of any or the covenants or conditions hereinbefore contained on his part to be observed or performed then and in any such case it shall be lawful for the Lessor or any person or persons duly authorised by him notwithstanding the waiver of any previous cause or right of re-entry upon any part of the premises hereby demised or of the building thereon in the name of the whole to re-enter and thereupon this demise and every thing herein contained shall cease and determine and the Lessee shall not be entitled to any compensation whatsoever, nor to the return of any premium paid by him.III. No forfeiture or re-entry shall be effected except as herein provided without the compensation of the Chief Commissioner of Delhi and the Chief Commissioner shall not permit such forfeiture or re-entry until the Lessor has served on the Lessee a notice in writing.(a)specifying the particular breach complained of,(b)if the breach is capable of remedy, requiring the lessee to remedy the breach, and the Lessee fails within a reasonable time from the date of service of the notice to remedy the breach; if it is capable of remedy; and in the event of forfeiture on such terms and conditions as he thinks proper.Nothing in this clause shall apply to entry for breach of covenant against unauthorised sub-division.In witness whereof the President of India has caused on his behalf to set his hand hereunto and the Lessee has hereunto set his

hand the day and they year first above written. The Schedule above Referred to Signed _____ for and on behalf of President of India in the prescience of 1. 2. Signed _____ the Lessee in the presence of 1. 2. Appendix XII[(Rule 40 (3))(For small Plots given for rehabilitation purposes)Ninety-nine years Lease subject to Revision of Rent after a Period of Twenty Years This lease made this..... day of..... of the year One thousand nine hundred and fifty..... between the President of India (hereinafter called the Lessor which expression shall, unless the context requiring another and different meaning include his successors and assigns) of the one part and ----- S/o of (hereinafter called "the Lessee" which expression shall be taken to mean and include the said ----- his heirs, administrators, representatives and permitted assigns when the context requires another and different meaning) of the other part. Whereas the Lessor has agreed to demise to the Lessee the land described in the Schedule hereunder written upon the terms and conditions hereinafter appearing and contained: Not this indenture witnesseth that in consideration of the payments hereinafter referred to and of the covenant by the Lessee hereinafter contained the Lessor doth demise unto the Lessee all that piece of land described in the Schedule hereunder together with all rights, easements and appurtenances to the same belonging save and except all mines, mineral products, buried treasure, coal, petroleum, oil and quarries whatsoever in/under are within the said land with liberty for the Lessor and his Lessee, licensees, agents and workmen and all other persons acting on his behalf to dig, search for, obtain, and carry away the same on making reasonable compensation to the lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land and that such compensation shall in case of dispute be determined by an officer appointed by the Lessor for this purpose, as nearly as may be in accordance with the provisions of the Land Acquisition Act or regulations for the time being in force, whose decision thereon shall be final. To Hold the said land unto Lessee for the term of 99 years compensation from yielding and paying therefor the rent as follows:-(a) For the first five years of the lease compensation from an annual ground rent payable in advance a (proportionate part of the said ground rent will be payable for the fraction of a year) determined in the manner following by an officer appointed in this behalf by the Lessor. The said officer shall assess the cost of the land to Government. Such cost shall consist of the amounts spent on the acquisition and development of the land and other incidental expenses. The ground rent shall be a sum equivalent to the said cost calculated at the Government borrowing rate of interest prevailing at the date of this lease. In such calculation fraction of a pie shall be omitted. Until the ground rent is so determined the Lessee shall pay a fixed ground rent of Rs. per year and on the determination of the ground rent as aforesaid the amount paid by the Lessee shall be adjusted by the payment by him of any additional ground rent or, as the case may be, by the refund to him of any excess ground rent paid by him. (b) For the next 15 years, in addition to the ground rent referred to in (a) above, half of cost of the said land to Government as determined under (a) above. The said cost shall be payable in 15 annual equal instalments, the first of such payment to be made on the day of..... and every subsequent payment to be made on the day of of each subsequent year with interest on the cost of the land so determined or the balance thereof remaining unpaid for the time being at the rate of per cent per annum computed on the day of and payable on the day of each year, the first of such payment to be made on the day of and in case and so long as the said cost or any part thereof remain unpaid the Lessee shall pay to the Lessor interest on the said cost or on so much part thereof as shall for the time being remain unpaid at the same rate aforesaid by equal annual

payments as aforesaid: Provided always that in the event of default being committed by the Lessee for a period exceeding fourteen days in the payment of any instalment or interest as aforesaid the whole of the said cost or such portion thereof as may then remain due and payable with the interest thereon as aforesaid shall forthwith become due and payable by the Lessee to the lessor.(c)In the 21st year of the lease the ground rent shall be revised by an officer appointed in this behalf by the lessor. The revised ground rent shall be a sum equivalent to the interest calculated at the Government borrowing rate of interest prevailing on the first of April of the year, on the market value to be determined by said Officer on the said date (in such calculation fraction of pie shall be omitted). The ground rent so revised shall hold good for remaining period of the lease. The ground rent shall be payable annually in advance on the 1st April each year. (A proportionate part of the said ground rent shall be payable for the fraction of a year).The determination or decision of an officer appointed by the Lessor in each of the above cases shall be final and binding upon the parties.

1. The Lessee doth to the intent that the burden of the covenants may run with the said land and may bind any permitted assignee thereof hereby covenant with the Lessor as follows:-

(i)to pay the amounts on the days and in the manner hereinbefore appointed for payment thereof and also to pay all taxes, rates and assessments that now are or may hereafter during said terms be imposed upon the said land or any building or upon the Lessor or the Lessee, has permitted sub-lessee or assignee in respect thereof, under any enactment for the time being in force;(ii)to erect upon the said land and at all times during the said term to maintaining thereon a good and substantial building according to bye-laws, rules and regulations framed by the local authority having jurisdiction in the area in which the said land is situated (the expression local authority shall include the Delhi Improvement Trust) and in accordance with any directions of an officer appointed by the Lessor in this behalf or in accordance with any other law, rule or regulation for the time being applicable thereto in respect of materials to be used in and the method of construction of building in the quarter in which the said land is situated. That the Lessee shall submit plans, sections, elevations and specifications for the construction of the building to be erected upon the said land for the appointed of an officer appointed by the Lessor in this behalf in duplicate and shall not start the work of construction unless and until the approval of the said officer has been obtained in writing. The Lessee shall not make any alteration and/or addition to the building so approved and the said officer either externally or internally without first obtaining the permission of the said officer in writing;(iii)to intimate to the Lessor within one year of the completion of building the total cost incurred by him in the construction of the building. The Lessor, after receipt of this information, may cause the correctness of the information supplied to be verified and reassessed. The cost of construction so verified and reassessed shall be deemed to be the true cost of the construction of the building for the purposes of this lease and the lessee shall be bound by such verification and re-assessment;(iv)before the buildings on the said land are occupied or ready for occupation to connect the same with the gravitating sewers and to lay on water to the said buildings, in the manner directed by and officer appointed by the Lessor in this behalf and to employ a plumber, duly approved by the said officer to make and do all such connections and works, provided that when the sewage or water systems are not extended to the said quarter at the time the said building are

occupied or ready for occupation, the Lessee shall within 30 days from the extension of the sewage and water systems to the said quarter, connect gravitating sewers and lay on water in manner and according to the instructions and the agency above mentioned;(v)to complete the said building within one year from the date of this lease (which period of one year may from time to time be extended by an officer appointed by the Lessor in this behalf at his discretion) to the satisfaction of an officer appointed by the Lessor in this behalf and maintain the premises and all buildings thereon is a sanitary condition according to the directions of the said officer;(vi)not to erect more not than one building upon the said land and except such out-houses and servant's quarters as may be approved by an officer appointed by the Lessor in this behalf;(vii)not to use the said land and building that may be erected during the said term for any purpose other than the purpose of constructing a house without the previous consent in writing of an officer appointed by the Lesser in this behalf; provided that lease shall become valid if the land is used for any purpose other than that for which the lease is granted not being a purpose subsequently approved by the said officer;(viii)during the first five years of lease, not to sublet or to sub-divide the said land or to part with the possession thereof, or transfer by sale, mortgage, gift or otherwise the said land or building erected thereon, without the prior permission of the Lessor in writing:Provided however that it shall be lawful for the Lessee with the previous approval of the Lessor in writing to mortgage his interest in the said land as well as his interest in any building constructed by him or to be constructed by him on the said land as security in respect of any monies advanced by a Schedule Bank or an Insurance Company for the purpose of constructing a building on the said land, but in every such case the lessee shall be bound by the following conditions:-(1)the amount to the borrowed by the Lessor on the security of the demised land or the building standing thereon shall not exceed 150 per cent of the premium paid by the Lessor in respect of the said land and 50 per cent on the true cost of the building(2)if for any reason the security given by the Lessor to his mortgage becomes enforceable within a period of five years from the date of the commencement of the lease the lease granted to the Lessee under these presents, shall, at the option of the Lessor, forthwith stand determined and the Lessor shall be entitled to the re-enter on the demised land and resume possession of the said land together with any building standing thereon; and in the event of the Lessor exercising the aforesaid option of resumption of the land and the building thereon, the Lessor's liability for payment of the compensation shall be limited to: (a) true cost of construction of the building less depreciation calculated according to the income tax law for the time being in force; and (b) refund of ninety-five per cent of the premium, if any, paid by the Lessee to the Lessor;(3)the compensation payable as aforesaid shall be apportioned between the Lessee and his mortgage in manner following, that is to say:(a)Payment of monies due to the mortgagee in discharge of the mortgage cost and other monies if any due under the mortgage to the mortgagee ; and(b)the residue, if any, to the Lessor;(ix)not to do or permit anything in or upon the demised premises or any part thereof which may become a nuisance, annoyance or cause damage to occupiers of others property in the neighbourhood:(x)subject to the provisions of the sub-clause (vii) to register all changes in the possession of the whole of the said land or the building thereon whether by transfer, succession or otherwise in the register kept in the office of the local authority having jurisdiction in the area in which the said land is situated the expression local authority shall include the Delhi Improvement Trust for this purpose within one calendar month from the respective dates of such changes, and if such changes are registered in the local sub-registry under the Indian Registration Act, 1908, within one calendar month from the date of registration in such sub-registry and if the

Lessee shall without sufficient cause neglect to register such changes in the manner aforesaid with the Land Officer appointed by the local authority for this purpose, the Government may impose on him for each such case of neglect a penalty not exceeding Rs. 100 and the Government may in addition to the other remedies available to it under these presents enforce the payment of such penalties in the same manner as in the case of arrears of land revenue;(xi)that all persons acting under the orders of Government shall be at liberty at all reasonable time in the day time during the said term to enter upon the said land or any building that may be erected thereon for any purpose connected with the lease;(xii)at the determination of the tenancy to yield up the demised premises with all buildings erected thereon and landlords fixture thereto, provided that the Lessor shall pay to the Lessee the value of the said buildings and fixtures at the date of determination of the tenancy, such value to be determined in the absence of agreement, by a sole Arbitrator, agreed upon by both the parties or in the absence of agreement, by two arbitrators, one to be appointed by the each party. The provisions of the Arbitration Act, 1940 and any statutory modification therefore shall apply to any arbitration;(xiii)if during the period of the lease the premises are required for a public purpose or for any administrative purpose by the Government the Lessor shall at the expiry of a notice of fifteen days to the effect that the said premises are required by the lessor in this behalf be at liberty to take possession of the land together with all buildings, structures and appurtenances. The Lessee shall be entitled to compensation in respect to the buildings and structures on the demised land but he shall not be entitled to any compensation for his interest in the said land except refund of a proportion of the premium. The compensation payable under this clause shall, in case of dispute, be determined by the Lessor or by such officer as he may appoint for the purpose, as nearly as may be, in accordance with the provisions of Land Acquisition Act or regulation for the time being in force relating to the same and the decision of the Lessor or such officer shall be final, and(xiv)any sum of money due to or claimable by the Lessor in respect of the land hereby demised shall be recoverable by the Lessor as an arrears of land revenue;II. Provided always that if the payment hereinbefore specified or any part thereof shall be in arrears and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee makes default in payment of any penalty imposed under these presents or becomes insolvent or if the Lessee shall not observe and perform any of the covenants hereinbefore contained or if this lease shall become void under the provisions hereof the Lessor may notwithstanding waiver of any previous breach or right or re-entry cancel this lease and take possession of this land and the buildings and the fixtures that may then be thereon and also initiate appropriate proceeding for recovery of rent, penalty or other sums payable by the lessee to the Lessor under presents.III. And the Lessor doth hereby covenant with the Lessee:(i)that notice of the cancellation of the lease under clause (xiii) and II thereof shall as the Lessor may deem fit either be sent by registered post to the last known address of the Lessor or his permitted assignee and the last known address of any mortgagee whose mortgage has been registered under covenant 1(x) hereby or be addressed to the Lessee or his permitted assignee or mortgagee as such and affixed to conspicuous part of the property and that in case of cancellation of the lease under clause II if before any third party has acquired any rights in the said lease, the Lessee or his permitted assignee shall pay to the Lessor all rents then in arrears together with interest thereon at 1 percent, per mensem and other sums due together with all costs incurred by the Lessor in connection with the cancellation or re-entry or subsequent disposal of the land leased and shall remedy to the satisfaction of any officer authorised by the Lessor in this behalf any breach of any other covenant which may have occurred, the Lessor

may waive off forfeiture and if actual possession has been taken by the Lessor to restore to the Lessee to hold for the remainder of the term of the lease upon the covenants herein contained the land together with the building and fixture thereon on the date of such re-entry save if any as may have been destroyed by fire or otherwise the Lessor not being liable for any depreciation for want of repair or deterioration that may have taken place in the premises of the building or other things thereon or therein save and except loss and damage if any maliciously done or caused by his servants or agents on such re-entry;(ii)that the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised premises during the said lease without any interruption of the Lessor or any person rightfully claiming under him.In Witness Whereof the President of India has caused on his behalf to set his hand and the Lessee has hereunder set his hand the day and year first above written.The Schedule Above Referred ToSigned by - on behalf of the President of India in the presence ofSigned by - in the presence ofAppendix XIII[(Rule 40(3))For plots which are soldNinty-nine years lease subject to revision of rent after a period of twenty year from the 1st of April, 1955.The Lease made this day of in the year One thousand nine hundred and fifty between the President of India (hereunder called the Lessor which expression shall unless the context requires another and different meaning include his successors and assigns) of the one part and S/o (hereinafter called the Lessee which expression shall be taken to mean and includes his heirs, executors, administrators, representatives, and permitted assigns except when the context requires another and different meaning) of the other part:Whereas the Lessor agreed to demise on payment of an initial premium of Rs. the land fully described in the Schedule hereunder written upon the terms and conditions hereinafter appearing and contained;Now this deed witnesseth that in consideration of the said premium and the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the Lessor doth lease unto the Lessee all piece of land described in the Schedule hereunder together with all rights, easements and appurtenances to the same belonging save and except all mines and mineral product, burried treasure, coal, petroleum, oil and his lessee, licensees, agents and workmen and all other persons acting on his behalf to dig, search for, obtain and carry away the same on making reasonable compensation to the lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land and that such compensation shall in case of dispute be determined by an officer appointed by the Lessor for this purpose, as nearly as may be in accordance with provisions of the Land Acquisition Act, or Regulations for the time being in force, whose decision shall be final.To hold the said land unto Lessee for the term of 99 years from the date of this lease yielding and paying therefor the rent as follows:-(a)For the first twenty years of the lease commencing from_____ an annual ground rent of Rs. payable in advance (a proportionate part of the said ground rent will be payable for the fraction of a year)(b)in the twenty first years of the lease the ground rent shall be revised by an officer appointed in this behalf by the Lessor provided that such revised ground rent shall not be in excess of the ground rent payable for the first years under clause (a) by more than 50 per cent. The ground rents so revised shall hold good for the remaining period of the lease. The ground rent shall be payable annually in advance on the 1st April each year, (a proportionate part of the said ground rent shall be payable for the fraction of a year).

1. The Lessee doth to the intent that the burden of the covenants may run with that said land and may bind any permitted assignee thereof hereby covenant with Lessor as follows:-

(i) to pay the said rent on the days and in the manner hereinbefore appointed for the payment thereof and also to pay all taxes, rates and assessment that now or may hereafter during the said term be imposed upon the said land or any building or upon the Lessor or the Lessee, his sub-lessee or assignee in respect thereof under any enactment for the time being in force; (ii) to erect upon the said land at all times during the said term to maintain thereon a good and substantial building according to the Byelaws, Rules, and Regulations framed by the local authority having jurisdiction in the area in which the said land is situated, (the expression local authority shall include the Delhi Improvement Trust) or in accordance with any directions of an officer appointed by Lessor or this behalf or in accordance with any other law, rule or regulation for the time being applicable thereto in respect of materials to be used in and the method of construction of building in the quarter in which the said land is situated. That the Lessee shall submit plans, sections, elevations and specification for the construction of the building to be erected upon the said land for the approval of an officer appointed by the Lessor in this behalf, in duplicate, and shall not start the work of construction unless and until the approval of the said officer has been obtained in writing. The Lessee shall not make any alteration and/or additions to the building so approved by the said officer either externally or internally without first obtaining the permission of the said officer in writing; (iii) to intimate to the Lessor within one year of the completion of the building the total cost incurred by him in the construction of the building. The lessor after receipt of the information may cause the correctness of the information supplied to be verified and reassessed. The cost of construction so verified and reassessed shall be deemed to be the true cost of construction of the building for the purpose of the lease and the Lessee shall be bound by such verification and re-assessment; (iv) before the buildings on the said land are occupied or ready for occupation to connect the same with the gravitating sewers and to lay on water to the said buildings in the manner directed by an officer appointed by the Lessor in this behalf and to employ a plumber duly approved by the said officer to make and do all such connections and works provided that when the sewage or water systems are not extended to the said quarter at the time the said buildings are occupied or ready for occupation, the Lessee, shall, within 30 days from the extension of the sewage and water systems to the said quarter, gravitating sewers and lay on water in the manner and according to the instruction and through the agency above mentioned; (v) to complete the said building within one year from the date of this lease (which period of one year may from time to time be extended by an Officer appointed by the Lessor in this behalf at his discretion) to the satisfaction of an officer appointed by the Lessor in this behalf and maintain the premises and all buildings thereon in the sanitary condition according to the directions of the officer; (vi) not to erect more than one building upon the said land and except such out houses and servants' quarters as may be approved by an officer appointed by the Lessor in this behalf; (vii) not to use the said land and buildings that may be erected thereon during the said term for any purpose other than the purpose of constructing a house without the previous consent in writing of an officer appointed by the Lessor in this behalf; provided that the lease shall become void if the land is used for any purpose other than that for which the lease is granted not being a purpose subsequently approved by the said officer. (viii) during the first five years of the lease not to sub-let or to subdivide the said or to part with the possession thereof, or

transfer by sale, mortgage, gift or otherwise the said land or building erected thereon or on any part thereof, without the prior permission of the Lessor in writing:

1. Provided however that it shall be lawful for the Lessee with the previous approval of the Lessor in writing to mortgage his interest in the said land as well as interest in any building constructed by him or to be constructed by him on the said land as security in respect of any monies advanced by a Scheduled Bank or an Insurance Company for the purpose of constructing a building on the said land, but in every such case the Lessee shall be bound by the following conditions:

(1)the amount to be borrowed by the Lessor on the security of the demised land or the building standing thereon shall not exceed 50 per cent, of the premium paid by the Lessor in respect of the said lands and 50 per cent, of the true cost of construction of the building;(2)if for any reason the security given by the Lessor to his mortgage becomes enforceable within a period of five years from the date of the commencement of the lease granted to the Lessee under the Lessor, shall, at the opinion of the Lessor, forthwith stand determined and the Lessor shall be entitled to re-enter on the demised land and resume possession of the said land together with any building standing and in the event of the Lessor exercising the aforesaid option of resumption of the land and the building thereon the Lessor's liability for payment of compensation shall be limited to : (a) true cost of construction of the building less depreciation calculated according to the Income tax for the time being in force, and (b) refund of ninety-five per cent, of the premium, if any, paid by the Lessee to the Lessor.(3)the compensation payable as aforesaid shall be apportioned between the Lessee and his mortgage in the manner following, that is to say:(a)payment of monies due to the mortgagee in discharge of the mortgagee, costs and other monies, if any, due under the mortgage: to the mortgagee and(b)the residue, if any, to the Lessor;(ix)not to do or permit anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance or cause damage to occupiers of other property in neighboured;(x)subject to the provisions of clause (viii) to the register all changes in the possession of the whole of the said land of the building thereon whether by transfer, succession or otherwise in the register kept in the office of the local authority the expression local authority shall include the Delhi Improvement Trust for this purpose within one calendar month from the respective dates of such changes and if such changes are registered in the local sub-registry under the Registration Act, 1908, within one calendar month from the date of registration in such sub-registry and if the lessee shall without sufficient cause neglect to register such changes in the manner aforesaid with the Lands Officer or other officer appointed by the local authority for this purpose the Lessor may impose on him for each such case of neglect a penalty not exceeding Rs. 100 and the said lessor may in addition to the other remedies available to him under these presents enforce the payments of such penalties in the same manner as in the case of arrears of land revenue;(xi)that the Lessor and all persons acting under his orders shall be at liberty at all reasonable times in the day time during the said term to enter upon the said land or any buildings that may be erected thereon for any purpose connected with the lease;(xii)at the determination of the tenancy, to yield up the demised premises with all buildings erected thereon and the landlords's fixtures affixed thereto the Lessor shall pay to the Lessee the value of the said buildings and fixtures

at the date of the determination of the tenancy, such value to be determined in the case of agreement, by a sole arbitrator agreed upon by both the parties or in the absence of such agreement by two arbitrators, one to be appointed by each party. The provisions of the Arbitration Act, 1940 and any statutory modifications thereof shall apply to any such arbitration;(xiii)if during the period of the lease the premises are required for a public purpose or any administrative purpose by the Government the Lessor, shall at the expiry of a notice of fifteen days to the effect that the said premises are required for such purpose to be served upon the Lessee by an Officer appointed by the Lessor in this behalf, be at liberty to take possession of the land together with all buildings, structures and appurtenances. The Lessee shall be entitled to any compensation in respect of the buildings and structures on the demised land but he shall not be entitled to any compensation for his interest in the said land except refund of a proportion of the premium. The compensation payable under this clause, shall, in case of dispute, determined by the Lessor by such officer as he may appoint for the purpose, as nearly as may be in accordance with the provisions of the Land Acquisition Act, or regulations for the time being in force relating to the same and the decision of the Lessor or such officer shall be final and conclusive;(xiv)any sum of money due to or claimable by the Lessor in respect of the land hereby demised shall be recoverable by the Lessor as an arrear of land revenue.II. Provided always that if the said rent or any part thereof shall be in arrears and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee makes default in payment of any penalty imposed under these presents or becomes insolvent or if the Lessee does not observe and perform any of the covenants hereinbefore contained, or if this lease shall become void under the provisions before the Lessor may notwithstanding the waiver of any previous breach of right of re-entry cancel this lease and take possession of this land and the building and the fixtures that may then be thereon and also initiate appropriate proceedings for recovery of rent, penalty or other sums payable by the Lessee to the Lessor under these presents.III. And the Lessor doth hereby covenant with the Lessee:-

9. That notice of the cancellation of the lease under clauses I (xii) and II hereof shall as the Lessor may deem fit either be sent by registered post to the last known address of the Lessee or his permitted assignee and the last known address of any mortgagee whose mortgage has been registered under Government I (x) hereby or to be addressed to the Lessee or his permitted assignee or mortgagee as such and affixed to a conspicuous part of the property and that in case of cancellation of the lease under clause II if before any third party has acquired any right in the said lease, the Lessee or his permitted assignee shall pay to the Lessor all rents then in arrear together with interest at 1 per cent per mensem and other sums due together with all costs incurred by the Lessor in connection with the cancellation or re-entry or subsequent to the satisfaction of any officer authorised by the Lessor in this behalf any breach disposal of the land leased and shall remedy of any other covenant which may have occurred the Lessor may waive the forfeiture and if the actual possession has been taken by the Lessor to restore to the

Lessee to hold for the remainder of the term of the lease upon the covenants herein contained the land together with the buildings and fixtures thereon on the date of such re-entry save such, if any, as may have been destroyed by fire or otherwise the Lessor not being liable for any depreciation for want of repair or deterioration that may have taken place in the premises or the buildings or other things thereon or therein save and except loss and damage, if any, maliciously done or caused by his servants or agents on such re-entry.

(b) That the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised premises during the said lease without any interruption of the Lessor or any person rightfully claiming under him. In Witness Whereof the President of India has caused on his behalf to set his hand and the Lessee has hereunder set his hand the day and year first above written. The Schedule above Referred to signed by-on behalf of the President India in presence of Signed by-in the presence of Appendix XIV[Rule 51]Scale of allotment of force in Punjab and Pepsu

Area abandoned	Net allotment	Area abandoned	Net allotment
1	2	3	4
25 p.c.	65 p.c.		
1	0-12	23	16-9 ¹ / ₂
2	01/08/14	24	17-4 ³ / ₄
3	02/04/14	25	18-0
4	03/01/00	26	18-11 ¹ / ₂
5	03/12/14	27	19-6 ¹ / ₂
6	04/08/14	28	20-1 ¹ / ₂
7	05/04/14	29	20-12 ³ / ₄
8	06/01/00	40 p.c.	
9	06/12/14	30	21-8
10	07/08/14	31	22-1 ¹ / ₂
30 p.c.		32	22-11 ¹ / ₂
11	8-3 ¹ / ₂	33	23-4 ³ / ₄
12	8-14 ¹ / ₂	34	23-4 ¹ / ₂
13	9-9 ¹ / ₂	35	24-8
14	10-4 ³ / ₄	36	25-1 ¹ / ₂
15	11/01/00	37	25-11 ¹ / ₄
16	11-11 ³ / ₄	38	26-4 ³ / ₄
17	12-6 ¹ / ₂	39	26-14 ¹ / ₂

18	13-1½	40	27-8
19	13-12¾	50 p.c.	
20	14-8	41	28-0
21	15-3¼	42	28-8
22	15-14½	104	52-11¼
43	29-0	105	53-0
44	29-8	106	53-4½
45	30-0	107	53-9½
46	30-8	108	53-14½
47	31-0	109	54-3¼
48	31-8	110	54-8
49	32-0	111	54-12-3/2
50	32-8	112	55-1¼
51	33-0	113	55-6½
52	33-8	114	55-11¼
53	34-0	115	56-0
54	34-8	116	56-4¾
55	35-0	117	56-9½
56	35-8	118	56-14¼
57	36-0	119	57-3-1/3
58	36-8	120	57-8
59	37-0	121	57-12¾
60	37-8	122	58-1½
65 p.c.,			
61	37-13½	123	58-6½
62	38-3¼	124	58-11¼
63	38-8¾	125	59-0
64	38-14½	126	59-4¾
65	39-4	127	59-9½
66	39-9½	128	59-14½
67	30-15¼	129	60-3¼
68	40-4¾	130	60-8
69	40-10½	131	60-12¾
70	41-0	132	61-1½
71	41-5½	133	61-6½
72	41-11¼	134	61-11¼
73	42¾	135	62-0

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74	42-6 ¹ / ₂	136	62-4 ³ / ₄
75	42-12	137	62-9 ¹ / ₂
76	43-1-182	138	61-14 ¹ / ₂
77	43-7 ¹ / ₄	139	63-3 ¹ / ₂
78	43-12 ³ / ₄	140	63-8
79	44-2 ¹ / ₂	141	63-12 ³ / ₄
80	44-8	142	64-1 ¹ / ₂
81	44-13 ¹ / ₂	143	64-6 ¹ / ₂
82	45-3 ¹ / ₄	144	64-11 ¹ / ₄
83	45-8 ³ / ₄	145	65-0
84	45-14 ¹ / ₂	146	65-4 ³ / ₄
85	46-4	147	65-9 ¹ / ₂
86	46-9 ¹ / ₂	148	65-14 ¹ / ₂
87	46-15 ¹ / ₄	149	66-3 ¹ / ₄
88	47-4 ³ / ₄	150	66-8
89	47-10 ¹ / ₂	75 p.c.	
90	48-0	151	66-12
91	48-5 ¹ / ₂	152	67-0
92	48-11 ¹ / ₄	153	67-4
93	49 ³ / ₄	154	67-8
94	49-6 ¹ / ₂	155	67-12
95	49-12	156	68-0
96	50-1 ¹ / ₂	157	68-4
97	50-7 ¹ / ₄	158	68-8
98	50-12 ³ / ₄	159	68-12
99	51-2 ¹ / ₂	160	69-0
100	51-8	161	69-4
70 p.c.		162	69-8
101	51-12 ³ / ₄	163	69-12
102	52-1 ¹ / ₂	164	70-0
103	52-6 ¹ / ₂	165	70-4
168	71-0	166	70-8
169	71-4	167	70-12
170	71-8	232	85-6-172
171	71-12	233	85-9 ¹ / ₂
172	72-0	234	85-12 ³ / ₄
173	72-4	235	86-0

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174	72-8	236	86-3 ³ / ₄
175	72-12	237	86-6 ¹ / ₂
176	73-0	238	86-9 ¹ / ₂
177	73-4	239	86-12 ³ / ₄
178	73-8	240	87-0
179	73-12	241	87-3 ¹ / ₄
180	74-0	242	87-6 ¹ / ₂
181	74-4	243	87-9 ¹ / ₂
182	74-8	244	87-22 ³ / ₄
183	74-12	245	88-0
184	75-0	246	88-3 ¹ / ₄
185	75-4	247	88-6 ¹ / ₂
186	75-8	248	88-9 ¹ / ₂
187	75-12	249	88-12 ³ / ₄
188	76-0	250	89-0
189	76-4	85 p.c.	
190	76-8	251	89-2 ¹ / ₂
191	76-12	252	89-4 ³ / ₄
192	77-0	253	89-7 ¹ / ₄
193	77-4	254	89-9 ¹ / ₂
194	77-8	255	89-12
195	77-12	256	89-14 ¹ / ₂
196	78-0	257	90 ³ / ₄
197	78-4	258	90-3
198	78-8	259	90-5 ¹ / ₂
199	78-12	260	90-8
200	79-0	261	90-10 ¹ / ₂
30 p.c.,		262	90-12 ³ / ₄
201	79-3 ¹ / ₄	263	90-15 ¹ / ₄
202	79-6 ¹ / ₂	264	01/12/91
203	79-9 ¹ / ₂	265	91-4
204	79-12 ³ / ₄	266	91-6 ¹ / ₂
205	80-0	267	91-8 ³ / ₄
206	80-3 ¹ / ₄	268	91-11 ¹ / ₄
207	80-6 ¹ / ₂	269	91-13 ¹ / ₄
208	80-9 ¹ / ₂	270	92-0
209	80-12 ³ / ₄	271	92-2 ¹ / ₂

210	81-0	272	92-4 ³ / ₄
211	81-3 ¹ / ₄	273	92-7 ¹ / ₂
212	81-6 ¹ / ₂	374	92-9 ¹ / ₂
213	81-9 ¹ / ₂	275	92-12
214	81-12 ³ / ₄	276	92-14 ¹ / ₂
215	82-0	277	93 ³ / ₄
216	82-3 ¹ / ₄	278	93-3 ¹ / ₄
217	82-6 ¹ / ₂	279	93-5 ¹ / ₂
218	82-9 ¹ / ₂	280	93-8
219	82-12 ³ / ₄	281	93-10 ¹ / ₂
220	83-0	282	93-12 ³ / ₄
221	83-3 ¹ / ₄	283	93-15 ³ / ₄
222	83-6 ¹ / ₂	284	94-1 ¹ / ₂
223	83-9 ¹ / ₂	285	94-4
224	83-12 ³ / ₄	286	94-6 ¹ / ₂
225	84-0	287	94-8
226	84-3 ¹ / ₄	288	94-11 ¹ / ₄
227	84-6 ¹ / ₂	289	94-13
228	84-9 ¹ / ₂	290	95-0
229	84-12 ³ / ₄	291	95-2 ¹ / ₂
230	85-0	292	95-4 ³ / ₄
231	85-3-174	293	95-7 ¹ / ₄
296	85-14 ¹ / ₂	294	95-9 ¹ / ₂
297	96 ³ / ₄	295	95-12
298	96-3 ¹ / ₄	362	105-12 ³ / ₄
299	96-5 ¹ / ₂	363	105-15 ¹ / ₂
300	96-8	364	106-1 ¹ / ₂
301	96-13 ¹ / ₂	365	106-4
302	96-13 ³ / ₄	366	106-6 ¹ / ₂
303	96-15 ¹ / ₄	367	106-8 ³ / ₄
304	97-1 ¹ / ₂	368	106-11 ¹ / ₄
305	97-4	369	106-13 ¹ / ₂
306	97-6 ¹ / ₂	370	107-0
307	97-8 ³ / ₄	371	107-2 ¹ / ₂
308	97-11 ¹ / ₄	372	107-4 ³ / ₄
309	97-15 ¹ / ₂	373	107-7 ³ / ₄
310	98-0	374	107-9 ¹ / ₂

311	98-2-172	375	107-12
312	98-4 ³ / ₄	376	107-14 ¹ / ₂
313	98-7 ¹ / ₄	377	108 ³ / ₄
314	98-9 ¹ / ₂	378	108-3 ¹ / ₄
315	98-12	379	108-5 ¹ / ₂
316	98-14 ¹ / ₂	380	108--8
317	99 ³ / ₄	381	108-10 ¹ / ₂
318	99-3 ¹ / ₄	382	108-12 ³ / ₄
319	99-5 ¹ / ₂	383	108-15 ¹ / ₄
320	99-8	384	109 ¹ / ₂
321	99-10 ¹ / ₂	385	109-4
322	99-12 ³ / ₄	386	109-6 ¹ / ₂
323	99-15 ¹ / ₄	387	109-8-34
324	100-1 ¹ / ₂	388	109-11 ¹ / ₄
325	100-4	389	109-13-1/3
326	100-6 ¹ / ₂	390	110-0
327	100-8 ³ / ₄	391	110-2 ¹ / ₂
328	100-11 ¹ / ₄	392	110-4 ³ / ₄
329	100-13 ¹ / ₂	393	110-7 ¹ / ₂
330	101-0	394	110-9 ³ / ₄
331	101-2 ¹ / ₂	395	110-12
332	101-4 ³ / ₄	396	110-14 ¹ / ₂
333	101-7 ¹ / ₄	397	111 ³ / ₄
334	101-9 ¹ / ₂	398	111-3 ¹ / ₄
335	101-12	399	111-5 ¹ / ₂
336	101-14 ¹ / ₂	400	111-8
337	102 ³ / ₄	401	111-10 ¹ / ₂
338	102-3 ¹ / ₄	402	111-12 ¹ / ₂
339	102-5 ¹ / ₂	403	111-15 ¹ / ₄
340	102-8	404	112-1 ¹ / ₂
341	102-10 ¹ / ₂	405	112-4
342	102-12 ³ / ₄	406	112-6 ¹ / ₂
343	102-15 ¹ / ₄	407	112-8 ³ / ₄
344	103-1 ¹ / ₂	408	112-11 ¹ / ₄
345	103-4	409	112-13 ¹ / ₂
346	103-6 ¹ / ₂	410	113-0
347	103-8 ³ / ₄	411	113-2 ¹ / ₂

348	103-11 $\frac{1}{2}$	412	113-4 $\frac{3}{4}$
349	103-13 $\frac{1}{2}$	413	113-7 $\frac{1}{4}$
350	104-0	414	113-9 $\frac{1}{2}$
351	104-2 $\frac{1}{2}$	415	113-12
352	104-4 $\frac{3}{4}$	416	113-14 $\frac{1}{2}$
353	104-7 $\frac{1}{4}$	417	114 $\frac{3}{4}$
354	104-9 $\frac{1}{2}$	418	114-3 $\frac{1}{4}$
355	104-12	419	114-5 $\frac{1}{2}$
356	104-14 $\frac{1}{2}$	420	114-8
357	105 $\frac{3}{4}$	421	114-10 $\frac{1}{2}$
358	105-3 $\frac{1}{4}$	422	114-12 $\frac{3}{4}$
359	105-5 $\frac{1}{2}$	423	114-15 $\frac{1}{4}$
360	105-10 $\frac{1}{2}$	424	115-1 $\frac{1}{2}$
361	105-10 $\frac{1}{2}$	425	115-4
		426	115-6 $\frac{1}{2}$
429	115-13 $\frac{1}{2}$	427	115-8 $\frac{3}{4}$
430	116-0	428	115-11 $\frac{1}{2}$
431	116-2 $\frac{1}{2}$		
432	116-4 $\frac{3}{4}$	496	125-14 $\frac{1}{2}$
433	116-7 $\frac{1}{4}$	497	126 $\frac{3}{4}$
434	116-9 $\frac{1}{2}$	498	126-3 $\frac{1}{2}$
435	116-12	499	126-5 $\frac{1}{2}$
436	116-14 $\frac{1}{2}$	500	126-8
		Note. - (1) For every 100 standard acres owned above 500 standard acres 10 standard acres would be allotted.(2)For every 50 standard acres owned above 500 standard acres 5 standard acres would be allotted(3)For every 10 standard acres owned above 500 standard acres 1 standard acre would be allotted.(4) For every III standard acre owned above 500 standard 1/10 standard acre would be allotted.	
437	117 $\frac{3}{4}$		
438	117-3 $\frac{1}{4}$		
439	117-5 $\frac{1}{4}$		
440	117-8		
441	117-10 $\frac{1}{2}$		
442	117-22 $\frac{3}{4}$		
443	117-15 $\frac{1}{4}$		
444	118-1 $\frac{1}{2}$		
445	118-4		

446	118-6 $\frac{1}{2}$		
447	118-8 $\frac{3}{4}$		
448	118-11 $\frac{1}{4}$		
449	118-13 $\frac{1}{2}$		
450	119-0		
451	119-2 $\frac{1}{2}$		
452	119-4-34		
453	119-7 $\frac{1}{4}$		
454	119-9 $\frac{1}{2}$	90 p.c.	
455	119-12	550	131-8
456	119-14 $\frac{1}{2}$	600	136-8
457	120 $\frac{3}{4}$	650	141-8
458	120-3 $\frac{1}{4}$	700	146-8
459	120-5 $\frac{1}{2}$	750	151-8
460	120-8	800	156-8
461	120-10 $\frac{1}{2}$	850	161-8
462	120-12 $\frac{3}{4}$	900	166-8
463	120-15 $\frac{1}{4}$	950	171-8
464	121-1 $\frac{1}{2}$	1000	179-8
465	121-4		
466	121-6 $\frac{1}{2}$		
467	121-8 $\frac{3}{4}$		
468	121-11 $\frac{1}{4}$		
469	121-13 $\frac{1}{2}$		
470	122-0	Note. - (1) For every 100 standard acres owned above 100 standard acres 5 standard acres would be allotted. (2) For every 50 standard acres owned above 100 standard acres 2 & 189; standard acres would be allotted. (3) For every 10 standard acres owned above 1000 standard acres $\frac{1}{2}$ standard acre would be allotted.	
471	122-2 $\frac{1}{2}$		
472	122-4 $\frac{3}{4}$		
473	122-7 $\frac{1}{4}$		
474	122-2 $\frac{1}{2}$		
475	122-12		
476	122-14 $\frac{1}{2}$		
477	123 $\frac{3}{4}$		
478	123-3 $\frac{1}{4}$		

479	123-5 ¹ / ₂		
480	123-8		
481	123-10 ¹ / ₂		
482	123-12 ³ / ₄		
483	123-15 ¹ / ₂	95 p.c.	
484	124-1 ¹ / ₂	1100	181-8
485	124-4	1200	186-8
486	124-6 ¹ / ₂	1300	196-8
487	124-8 ³ / ₄	1400	191-8
488	124-11 ¹ / ₄	1500	201-8
489	124-13-17 ²	1600	206-8
490	125-0	1700	211-8
491	125-2 ¹ / ₂	1800	216-8
492	125-8 ³ / ₄	1900	221-8
493	128-7 ¹ / ₂	2000	226-8
494	125-9-1-2	2100	231-8
495	125-12	3700	311-8
2200	236-8	3800	316-8
2300	241-8		
2400	246-8	3900	321-8
2500	251-8	4000	326-8
2600	256-8	4100	331-8
2700	261-8	4200	336-8
2800	266-8	4300	341-8
2900	271-8	4400	346-8
3000	276-8	4500	351-8
3100	281-8	4600	356-8
3200	286-8	4700	361-8
3300	291-8	4800	366-8
3400	296-8	4900	371-8
3500	301-8	5000	376-8
3600	306-8		

Appendix XV[Rule 88]SanadWhereas by the notification of the Government of India in the Ministry of Rehabilitation No. dated issued under section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) (hereinafter referred to as the said Act), the Central Government has acquired the evacuee property described in the Schedule to this Sanad (hereinafter referred to as the said property)And Whereas the said property may be transferred to the said S/o of for the purpose of the compensation payable to him under the said Act.And whereas

the said son of died on at leaving behind himas his successor-in-interest;The President is hereby pleased to transfer the right, title and interest acquired by the Central Government in the said property to (hereinafter referred to as the transferee) subject to the following terms and conditions:-(1)It shall be lawful for the President to resume the whole or any part or the said property if the Central Government is at any time satisfied and records a decision in writing to the effect (the decision of the Central Government in this behalf being final) that the transferee or his predecessors-in-interest had obtained this grant of allotment of the said property or has obtained or obtains any other compensation in any form whatsoever under the said Act by fraud or misrepresentation.(2)Any loan made to the transferee or his predecessor-in-interest by the Central Government or to State Government or, any other dues payable by the transferee or his predecessor-in-interest in respect of the said property to either of the said Governments on the date of the transfer together with any interest due on any such loan shall be a first charge on the said property and shall without prejudice to any other rights and remedies of the said Government, be recoverable in the same manner as an arrears of land revenue and no transfer of the said property shall be valid unless the amount of the said loan together with the interest, if any, dues have been paid in full.(3)The stamp duty leviable on this instrument shall be payable by the Central Government. The Schedule above referred to.Executed this day of at by(Signature)Appendix XV-AAAppendix XVI(Rule 71)Declaration of the allotteesVillage/Tehsil/District Hadast No.

1. Name with parentage, caste and full particulars of residence in India

2. Name of villages with Tehsil, District and provinces where Land was owned in Pakistan West Punjab Bahawalpur Sind NWFP
Village Tehsil Districts

3. Name of Village, Tehsil and Districts of E. Punjab/Pepsu where temporary allotment of land was held East Punjab Pepsu

Particulars of the Rural Agricultural land allotted in Punjab/Pepsu.

Rural	Suburban,	Garden colony	Provincial, Garden	No. & date of allotment order, Village	Area allotted SAU	Village	Area allotted SAU	No. & date of allotment order, Village	Area allotted SAU	Village	Area allotted SAU	No. & date of allotment order, Village	Area allotted SAU	Village	Area allotted SAU

Place	Area allotted.

5. Allotment of land obtained outside Punjab Pepsu

Houses

6. Particulars of Rural Houses allotted:-

Haveli, (Cattle Shed),	Taur Vacant Site

(a) No. of the house or houses, Havelis and Taurs allotted.

(b) No. & date of allotment order.

7. Particulars of a revision or a writ petition pending against this allotment in any Court of law.

Rural Loans Received

Kind of loan	Name of Tehsil from where the loan was taken	Amount actually taken Rs.	Amount outstanding at present Rs.
--------------	--	------------------------------	--------------------------------------

Purchase of :-

1. Bullock
2. Seed
3. Agric.
Implements
4. Tractors
5. Persian Wheels.
- 6
- 7
- 8
- 9
- 10

9. Details of verified claims from Government of India

Index No. Date of verification Amount

Identified by: (Lambardar of the village)

Signature or Thumb Impression | Signature Thumb Impression | of the allottee

I S/o Shri Caste allottee of village Tehsil District do hereby declare on solemn affirmation that the information furnished by me is true to the best of my knowledge and belief that nothing has been concealed herein and that no other allotment has been taken by me or on my behalf. Attested Deponent Naib Tehsildar (Seal) Dated I have personally checked the land/houses allotment and am satisfied that the information furnished by the deponent is correct. I have also checked up his loan account and Rs. are still due from him. I hereby order that the Sanad transferring rights relating to this allotment be issued subject to a charge of Rs. on the land. Naib Tehsildar Appendix XVII [Rule 72 (2)] Sanad Whereas by the notification of the Government of India in the Ministry of Rehabilitation No. dated issued under section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) (hereinafter referred to as the said Act), the Central Government has required the evacuee property described in the sanad taqsim arazi motrooka No. dated - (hereinafter referred to as the said property) which under the said Sanad has been allotted to S/o on quasi-permanent basis under the conditions published by the notification of the Government of Punjab No. 4892-S, dated the 8th July, 1949; And whereas under section 10 of the said Act the property may be transferred to

the said S/o _____ for the purpose of the compensation payable to him under the said Act: And whereas the said son of died on at - leaving behind him as his successors-in-interest; The President is hereby pleased to transfer the right, title and interest acquired by the Central Government in the said property to - (hereinafter referred to as the transferee) subject to the following terms and conditions:-

1. It shall be lawful for the President to resume the whole or any part of the said property if the Central Government is at any time satisfied and records a decision in writing to that effect (the decision of Central Government in this behalf being final) that the transferee or his predecessor-in-interest had obtained any other compensation in any form whatever under the said Act by fraud, false representation or concealment of any material fact.

(2)(i) A sum of Rs. and a sum of Rs. have been found due from the transferee as public dues to the Central Government and the State Government respectively and the said property shall be security for and be charged with the payment of the said sums and the said sum shall, without prejudice to any other rights and remedies of the said Governments, be recoverable in the same manner as an arrears of land revenue. (ii) Any loan made to the transferee or his predecessors-in-interest by the Central Government or a State Government or, any other dues payable by the transferee or his predecessor-in-interest in respect of the said property to either of the said Governments on the date of transfer together with any interest due on any such loan shall as well be a charge on the said property and shall without prejudice to any other rights and remedies of the said Governments, be recoverable in the same manner as an arrears of land revenue and any transfer of the said property shall not be valid unless the amount of the said loan together with interest, if any, and the said dues have been paid in full. (3) The stamp duty leviable on this instrument shall be payable by the Central Government. Executed this day of _____ at _____ by _____ on behalf of the President _____

.(Signature) Appendix XVII [Rule 72(2)] Sanad Whereas by the Notification of the Government of India in the Ministry of Rehabilitation No. dated issued under section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) (hereinafter referred to as said Act), the Central Government has acquired the evacuee property described in the sanad taqsim arazi matroka No. dated (hereinafter referred to as the said property) which under the Sanad has been allotted to S/o on quasi-permanent basis under the conditions published by the Notification of the Government of Punjab No. 4892-S dated the 8th July, 1949. And whereas in pursuance of a scheme for consolidation of holdings made under the East Punjab Holdings (Consolidation and Prevention of Fragmentation) Act, 1948 (East Punjab Act No. L of 1948) the said was granted land described in the Schedule hereto annexed (hereinafter referred to as the said property) in exchange for the said evacuee property: And whereas the said son of died on at _____ leaving behind him as his successor-in-interest: The President is hereby pleased to Transfer the right, title and interests acquired by the Central Government in the said property to (hereinafter referred to as the transferee) subject to the following terms and conditions: (1) It shall be lawful for the President to resume the whole or any part of the said property if the Central Government is at any time satisfied and records a decision in

writing to the effect (the decision of Central Government in this behalf being final) that the transferee or his predecessor-in-interest had obtained this grant or allotment of the said property or has obtained or obtains any other compensation in any form whatsoever under the said Act by fraud, false representation or concealment of any material fact.(2)(i)A sum of Rs. and a sum of Rs. have been found due from the transferee as public dues to the Central Government and the State Government respectively and the said property shall be a security for and be charged with the payment of the said sums and the said sums shall, without prejudice to any other rights and remedies of the said Governments, be recovered in the same manner as an arrears of land revenue.(ii)Any loan made to the transferee or his predecessor-in-interest by the Central Government or a State Government or, any other dues payable by the transferee or his predecessor-in-interest in respect of the said property or either of the said Governments on the date of transfer together with any interest due on any such loan shall as well be a charge on the said property and shall without prejudice to any other rights and remedies of the said Governments, be recoverable in the same manner as an arrears of land revenue and any transfer of the said property shall not be valid unless the amount of the said loan together with the interest if any and the said dues have been paid in full.(3)The stamp duty leviable on this instrument shall be payable by the Central Government.The Schedule above Referred toExecuted this day of at on behalf of the President(Signature)Appendix XIX[Rule 77 (3) (b)]Know All Men By These Presents that I son of by profession at present residing at (hereinafter called "the Obligor") am held and firmly bound to the President of India (hereinafter called "the Government" which expression shall where the context so admits include his successors and assigns), in the sum of Rs. (Rupees only) of good and lawful money of India to be paid to Government FOR WHICH Payment to be faithfully and truly made I bind myself, my heirs, executors, administrators, representatives and assigns firmly by these presents.Signed this day of one thousand and nine hundred and fifty_____Whereas the sum of Rs. (Rupees only) is the full amount of compensation against verified claim of which full particulars are given in the Schedule hereunder written.And Whereas the said amount of compensation is payable to minor son/daughter of aged (hereinafter referred to as "the said minor" for his share in Joint Hindu Family/his separate immovable property left in West Pakistan for which a claim was filed and assessed in her/his favour under the Displaced Persons (Claims) Act, 1950:And Whereas the Government has in pursuance of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955, decided to pay the said amount of compensation to the obligor as natural guardian of the said minor subject to his entering into a bond as above written with such condition as hereunder is written:And Whereas the Obligor as said guardian has agreed to enter into the above written bond.Now the condition of the above-written bond is that if the obligor shall at all times hold the said amount of compensation on behalf of and for the benefit of the said minor until the said minor attain majority and shall pay the said minor the said amount of compensation on his/her attaining majority and that if the Obligor do and shall justly and truly account, wherever called his/her-upon by the Government paid to the Obligor and on behalf of the said minor and in all things conduct himself properly (as to which the decision of the Government shall be final) and further if the Obligor shall and do from time to time and at all times hereinafter, will and sufficiently save, defend, keep harmless and indemnified the Government, the officers and the servants of the Government and each and every one of them or from and against all and all manner of action and actions, suit and suits and other legal proceedings, cases, charges, damages and expenses whatsoever which shall

or may at any time or times hereafter be brought, commenced or sued by any person or persons whosoever and whatsoever against or happen or be occasioned to the Government for or account of or consequent upon payment as aforesaid to the amount of compensation aforesaid to the Obligor, THEN, the above written bond shall be void and of no effect otherwise the same shall be and remain in full force and virtue. Provided always and it is hereby expressly declared and agreed by the Obligor that in the defence and prosecution of any action, suit or other legal proceeding referred to in the foregoing clause for indemnity or maintain in virtue thereof the Government shall not be responsible or accountable to the Obligor for any act, omission or mistake in the defence or prosecution of such action, suit or other legal proceedings and that in the defence or prosecution of such action, suit or legal proceedings shall be required to do such acts and take such steps only as shall in that behalf be approved and advised by the Law Officers of the Government of India.

above Referred to

In Witness whereof the Obligor above named has hereunto set his hand this _____ day of _____ 195 .Signed by In the presence of 1 2WitnessesThe above bond is accepted. Signed by
1 2

1. (Signature of the Obligor), for and on behalf of the

2. (Signature of the Authorised Officer) President of India

Appendix XX[Rule 78 (b)]Know all men by these presents that I - son of - by profession at present residing at (hereinafter called "the Obligor") am held and firmly bound to the President of India (hereinafter called "the Government" which expression shall where the context so admits include his successors and assigns) in the sum of Rs. (Rupees only) of good and lawful money of India to the Government for which payment to be faithfully and truly made I bind myself, my heirs, executors, administrators, representatives, and assigns firmly by these presents:Signed this day of - one thousand nine hundred and fifty..... Whereas the sum or Rs. (Rupees only) is the full amount of compensation against verified claims of which full particulars are given in the Schedule hereunder written.And Whereas the said amount of compensation is payable to - who is deaf and dumb/is suffering from physical/mental disability which renders him unfit to manage his property, for immovable property left in West Pakistan for which a claim was filed and assessed in his/her favour under the Displaced Persons (Claims) Act, 1950:-And whereas having regard to the interest of the person for whom compensation is intended the Government has in pursuance of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955 decided to pay the said amount of compensation to the obligor subject to his entering into a bond as above written with such condition as hereunder is written:And whereas the Obligor as said guardian has agreed to enter into the above written bond.Now the condition of the above-written bond is that if the obligor shall at all times hold the said amount of compensation on behalf of and for the benefit of the said - who is suffering from disability ceases to exist and that if the Obligor do and shall justly and truly account, whenever called upon by the Government to do so for the amount of compensation paid to him as natural guardian of the said disabled person and shall discharge his duty as such Karta or guardian as aforesaid and in all things conduct himself properly (as to which the decision of the Government

shall be final) and further if the Obligor shall and do from time to time and at all times hereafter well and sufficiently save, defend, keep harmless and indemnified the Government, the officers and the servants of the Government and each and every one of them from - against all and all manner of action and actions, suits and other legal proceedings, cases, charges, damages, and expenses whatsoever which shall or may at any times hereafter be brought, commenced or sued by any person or persons whomsoever or whatsoever against or happen or be occasioned to the Government or for, on account of or by reason of or consequent upon payment of aforesaid to the amount of compensation aforesaid to the Obligor : Then, the above written bond shall be void and of no effect otherwise the same shall be and remain in full force and provided always it is and hereby expressly declared and agreed by the Obligor that in the defence and prosecution of any action, suit or other legal proceedings referred to in the foregoing clause for indemnity or maintained in virtue thereof the Government shall not be responsible or accountable to the Obligor for any act, omission or mistake in the defence or prosecution of such action, suit or other legal proceedings and that in the defence or prosecution of such action, suit or legal proceedings shall be required to do such act and take such step only, as shall in that behalf be approved and advised by the Law Officers of the Government of India.

above Referred to

In Witness whereof the Obligor above named has hereunder to set his hand this day of - 19Signed
1In the presence of 1) 2)WitnessesThe above bond is accepted.Signed

Signature of the obligor (Signature of authorised officer) for and on behalf of the President of India

Appendix XXI[Rule 86(2)]ProclamationIn the Court of the Regional Settlement

Commissioner/Settlement Officer _____

No _____ Dated _____ Whereas Shri/Shrimati

_____ had applied for being substituted as legal heir(s) of

Shri _____ being a displaced person having verified claim(s) bearing Index

No.(s) for property left in district of West Pakistan, who is reported to have died on at .

2. If you have any objection to his/her being paid compensation against the said claim(s) you are required to put in your written representation personally or by registered post (acknowledgement due) so as to reach this office on or before the _____ of _____ 19.

Please quote this office number as given above in your representation.Yours faithfully,Settlement OfficerSettlement OfficerCopy to the applicantName of near relations for Regional CommissionerCopy also to the near relations whose names are given above with the request that if they want to contest the application for substitution, they should appear with evidence on which they rely, in this court, on the date and time specified in the proclamation.Yours faithfully,for Regional Settlement Commissioner.Appendix XXII[Rule 90 (15)]Certificate of Sale (Free Hold Properties)This is to certify that having given the highest bid at sale by public auction held in pursuance of the powers conferred upon me under section 20 of the Displaced Persons

(Compensation and Rehabilitation) Act, 1954 (44 of 1954) on the day of 19 of the property described in the Schedule and his bid having been accepted and the value thereof having been paid by him in cash/by adjustment of compensation due on his and his associates claims has been declared the purchaser of the said property with effect from the - day of - 19The property the compensation of which has been adjusted against the value of this property was mortgaged with Shri S/o in West Pakistan and/or Shri_____ the purchaser had obtained a debt of Rs. from Shri S/o in West Pakistan. The said mortgagee/creditor has obtained a decree for Rs. from Tribunal constituted under the Displaced Persons (Debt Adjustment) Act, 1951, the intimation of which has been received by the Chief Settlement Commissioner from the Tribunal concerned. The mortgagee/creditor would, therefore, have lien over this property to the extent of mortgage/debt of Rs. according to the provisions of the above Act until the mortgage charge/debt is satisfied or is redeemed by the mortgagor/debtor).Given under my hand and the seal of my office, this day ofSignatureName and Designation of the Officer

Schedule 7

Appendix XXIII[Rule 90 (15)]Certificate of Sale (Lease-hold Property)This is to certify that having given the highest bid at a sale by public auction held in pursuance of the powers conferred upon me under section 20 of Displaced Persons (Compensation and Rehabilitation) Act 1954, (44 of 1954) on the day of 195 of the property described in the Schedule and his bid having been accepted and the value thereof having been paid by him in cash by adjustment of compensation due on his associates claims has been declared the purchaser of the said property with effect from the day of 19. The terms and conditions on which the site will be held are specified in the lease deed appended thereto.The property the compensation of which has been adjusted against the value of this property was mortgaged with Shri S/o in West Pakistan and/or Shri_____ the purchaser, had obtained a debt of Rs. from Shri S/o in West Pakistan. The said mortgagee/creditor has obtained a decree of Rs. , from the Tribunal constituted under the Displaced Persons (Debts Adjustment) Act, 1951, the intimation of which has been received by the Chief Settlement Commissioner from the Tribunal concerned. The mortgagee/creditor would, therefore, have a lien over this property to the extent of mortgage, charge/debt of Rs. according to the provisions of the above Act, until mortgage charge/debt is satisfied or is redeemed by mortgagee/debtor).Given under my hand and the seal of my office, this - day of

Schedule 8

SignatureName and Designation of the OfficerAppendix XXIV[Rule 91 (8)]Deed of Conveyance in the case of Free-Hold Properties which are sold otherwise than by Public AuctionThis indenture made the day of one thousand nine hundred and between the President of India hereinafter called "the Vendor" (which expression shall unless repugnant to the context or meaning thereof include his successors and assigns) of the one part and S/o called the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors and administrators) of the other part:Whereas the Vendor is seized and possessed of the land, hereditaments and premises more particularly described in Schedule I, hereunder written.And whereas the vendor has agreed with the Purchaser for the absolute sale to him of the said land, hereditaments and premises intended to be hereby granted at or for the price of Rs. paid to the

Vendor by the Purchaser (in cash and) by adjustment against compensation payable under the Displaced Persons (Compensation and Rehabilitation) Act, 1954 to the Purchaser and his associates whose names are given in Schedule II hereunder written on or before the execution of these presents the receipt whereof the Vendor doth hereby admit and acknowledge, and from the same doth hereby release unto the Purchaser and whereas the said associates have agreed to the property being granted, released, conveyed and assured unto Purchaser, the Vendor doth in pursuance of rule_____ of the rules framed under the Displaced Persons (Compensation and Rehabilitation) Act, 1954 hereby grant, release, convey and assured into the purchaser, all that piece or parcel of land, hereditaments and premises known as more particularly described in Schedule I hereunder written together with all building, commons, fences, hedges, ditches, ways, waters, watercourses, liberties, privileges, easements and appurtenance whatsoever to the said piece or parcel of land belonging or in any way appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and all the Estate, right, title, interest, claim and demand whatsoever of the Vender into and upon the said premises and every part thereof excepting and reserving to the Vendor all mines and minerals of whatsoever nature lie in or under the said premises together with full liberty at all times for the Vendor, his agents and workmen to enter upon all or any part of the said premises, to search for, make merchantable and carry away the said mines and mineral under or upon the said premises, or any adjoining land of the Vendor and to let down the surface of all or any part of the said premises and any buildings standing thereon or hereafter to be erected thereon, making fair compensation to the purchaser for damage done thereby to have and to hold the said land, hereditaments and premises hereby granted, released, conveyed and assured or expressed so to be, unto and to the use of the Purchaser subject nevertheless to the payment of such land revenue, cesses and taxes as are or may be assessed or imposed on the said premises and the Vendor doth hereby covenant with the Purchaser that he had not done anything or suffered anything to be done whereby the said premises are in any way encumbered or affected and that the purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land, hereditaments and premises and receive the rents and profits thereof without any lawful eviction, interruption, claim or demand whatsoever, from or by the Vendor or any person or persons lawfully or equitably claiming from , under, or in trust for him and further that the vendor and all persons lawfully or equitably, claiming any estate or interest in the said land, hereditament or premises, or any of them, or any part thereof, from, under or in trust for him the Vendor shall and will, from time to time, fixed at all times thereafter, at the request and cost of the Purchaser do or execute, or cause to be done and executed, all such acts, deeds and things whatsoever, for further and more perfectly assessing the said land, hereditament and premises, and every part thereof unto and to the use of the Purchaser, in manner aforesaid, as shall or may be reasonably required. This indenture shall be deemed to have come into force. The property the compensation of which has been adjusted against the value of the property was mortgaged with Shri S/o in West Pakistan and/or Shri the purchaser; had obtained a debt of Rs. from Shri S/o in West Pakistan. The said mortgagee/creditor has obtained a decree for Rs. from the Tribunal constituted under the Displaced Persons Debts Adjustment Act, 1951, the intimation of which has been received by the Chief Settlement Commissioner from the Tribunal concerned. The mortgage charge/creditor would therefore have a lien over this property to the extent of mortgage charge/debt of Rs._____ according to the provisions of above Act until the mortgage charge/debt is satisfied or redeemed by the mortgagor/debtor. In witness whereof the Vendor has caused on his behalf to set his hand hereon to

the day of year first above written.

||

All that piece or parcel of land and/or building(s) situated at _____ containing by admeasurment or thereabout and bounded, on the North byon the South byon the East byon the West by

||

Name of the associates :-

1. 2. 3. 4. 5. 6.

Signed by the saidfor and on behalf of the President of India in the presence of

1. 2.

[Appendix XXIVA][Rule 91 (8)]Deed of Conveyance of Building Constructed on Lease-Hold Sites Sold Otherwise than by Public Auction.[Government built and evacuee properties in the Delhi State built on leasehold sites]This Indenture made the day of 19between the President of India hereinafter called "the Vendor" of the one part and _____ son of of State hereinafter called "the Purchaser" of the other part. Whereas the site and the building hereinafter described is owned by the vendor in full proprietary right. And Whereas the purchaser has declared that he is a displaced person; And Whereas the purchaser has taken on lease the said _____ by lease deed dated _____ And Whereas the vendor has agreed to sell and the purchaser has agreed to buy the building fully described in Schedule I hereunder written hereinafter referred to as the said property at or for the price of Rs _____. And Whereas section 8 of the Displaced Persons Compensation and Rehabilitation Act, 1954 hereinafter referred as the Said Act provides that a Displaced Person shall be paid out of the compensation pool the amount of net compensation determined under sub-section (3) of section 7 of the Said Act as being payable to him and subject to the rules that may be made under the Said Act, the Settlement Commissioner or any other officer or authority authorised by the Chief Settlement Commissioner in this behalf may make such payment in any one of the forms mentioned therein or partly in one and partly in any other of such forms; And Whereas the purchaser has paid the sum of Rs _____. being the purchase money on or before the execution of these presents the receipt whereof the vendor doth hereby admit and acknowledge and from the same doth hereby released the Purchaser/out of which the sum of Rs. has been paid in cash and the balance of Rs. by adjustment against the compensation payable under the said Act to the Purchaser and his associates whose names are given in Schedule II hereunder written and which said associates have agreed to the said property being granted, released, conveyed and assured unto the Purchaser. Now this indenture witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants to the purchaser hereinafter contained and the payment by the purchaser of the said sum of Rs. in the manner aforesaid the vendor doth hereby grant, convey, release and assure unto the purchaser the building described in Schedule I hereunder written with effect from _____. To have to hold the same unto and to the use of the

purchaser subject to the exceptions reservations, conditions, and covenants hereinafter contained and each of them that is to say:-(1)The purchaser shall enjoy the right of possession and enjoyment so long as he conforms to the terms and conditions of the sale.(2)The purchaser shall pay all general and local taxes, rates and cesses now imposed or assessed or which may at any time hereafter be imposed or assessed on the said property by the vendor or by any other competent authority.(3)The purchaser shall not make any alteration and/or addition to the building either externally or internally without first obtaining the permission of the local authority in writing and also if called upon by the said authority, the purchaser shall submit plans, sections, elevations and specifications for the additions and/or alterations to the building, in duplicate and shall not start the work of construction unless and until the approval of the said authority has been obtained in writing.(4)The purchaser shall maintain the said property in a sanitary condition according to the directions of the local authority concerned.(5)The purchaser shall not use the said property for any purpose other than than the purpose of without the previous consent in writing of the vendor or an officer appointed by him in this behalf.(6)The vendor may by his officers and servants by at all reasonable times and in reasonable manner after 24 hours' notice in writing enter in and upon any part of the said property for the purpose of ascertaining that the purchaser has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.(7)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 reservation herein contained and to recover from the purchaser as a first charge upon the said property the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.The property the compensation of which has been adjusted against the value of his property was mortgaged with Shri S/o in West Pakistan and/of Shri_____ the purchaser, and obtained a debt of Rs. from Shri S/o in West Pakistan. The said mortgagee/creditor has obtained a decree of Rs. from the Tribunal constituted under the Displaced Persons (Debts Adjustment) Act, 1951, the intimation of which has been received by the Chief Settlement Commissioner from the Tribunal concerned. The mortgagee/creditor would, therefore, have a lien over this property to the extent of mortgage charge/debt or Rs. according to the provision of the above Act until the mortgage charge/debt is satisfied or is redeemed by the mortgagor/debtor.(8)In the event of the breach or non-observance by the purchaser of any of the covenants herein on his part to be observed then in any such case notwithstanding the waiver of any previous cause or right for re-entry it shall be lawful for vendor to enter into and upon the said property or any part thereof and to repossess, 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.(9)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 full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.(10)It is hereby agreed and declared that this conveyance shall in all respects be subject to the terms and covenants contained in the lease deed of the site herein-before referred to.(11)In the even of despite or any 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 Chief

Commissioner, Delhi, or his nominees 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 Chief Commissioner, Delhi as aforesaid who may proceed as though the reference were by both parties and his decision thereon shall be final and binding on both parties. And it is hereby agreed and declared that unless different meaning appear from the context; (a) the expression "Vendor" used in the present shall include the President of India, the Government of India, the Chief Commissioner, Delhi, 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 India in respect of such matter or thing; (b) the expression "purchaser" used in these presents shall include in addition to the said _____ his lawful heirs, successors, representatives, assignees, transferees, lessees and any person or persons in occupation of the said property. In witness whereof the parties hereto have set their hand in the year above written.

I above Referred to

All that _____ storeyed brick-built house or massuage consisting of _____ at with fixture and fittings situate the site being held on lease by an indenture of lease dated and more particularly described in the Schedule thereunder written together with all buildings, easements and appurtenance whatsoever to the said house or massuage belonging or usually held or employed therewith, or howsoever otherwise, the said house or massuage is or heretofore was called or known or should be described or distinguished.

II

..... Signed by the _____ for and on behalf of the President of India In the presence of Signature Occupation Address Signature Occupation Address Signed by the said at In the presence Signature Occupation Address Signature Occupation Address

1. To be omitted if the purchaser is a non-displaced person.

[Appendix XXV-A] Deed of conveyance in respect of properties transferred under Rule 17(4) of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955. No.

_____ dated _____ Whereas in respect of compensation payable to Shri _____ S/o Shri _____ Statement of Account No. _____ dated _____ has been issued against is C.A.F. _____ being registration No _____

2. And whereas Shri S/o has failed to utilise the amount shown in the Statement of Account issued to him within six months from 15th January, 1959/date of issue of the said statement of account.

3. And whereas by the allotment order No. dated _____

issued under Rule 17(4) of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955 (a copy of which is annexed hereto), the property No. more particularly described in the scheduled hereunder written which is an acquired evacuee property has been allotted to Shri S/o _____

4. And whereas under section 8 of the Displaced Persons (Compensation and Rehabilitation Act, the said property may be permanently transferred to the said Shri _____]S/o _____

5. And whereas in further pursuance of Rule 17(4) of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955 the said property is intended to be permanently transferred to the said Shri _____S/o _____ in lieu of the un-utilised compensation payable to him and his claim to compensation to the extent of Rs. (Rupees _____ only) will thus stand satisfied under the said Rule of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955.

The President of India (hereinafter described as the Grantor) is hereby pleased to transfer the rights, title and interest acquired by the Central Governments in the said property to the said Shri _____ (hereinafter referred to as the Grantee) and hereby grants, releases, conveys and assures upto the Transferee all that piece or parcel of land premises known as _____ more _____ particularly described in Schedule hereunder written together with all buildings, commons, fences, hedges, ditches, ways, waters, watercourses, liberties, privileges, easements, and appurtenance whatsoever to the said piece or parcel of land belonging or in any way appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, righttitle, interest, claim and demand whatsoever of the Grantor into and upon the said premises and every part thereof excepting and reserving to the Grantor all mines and minerals of whatever nature lie in/upon or under the said premises together with full liberty at all times for the Grantor, his agents and workmen to enter upon all or any part of the said premises or any adjoining lands of the Grantor and to let down the surface of all or any part of the said premises and any buildings standing thereon or hereafter to be erected thereon, making fair compensation to the Grantee for damage done hereby to have and to hold the said land, hereditaments and premises hereby granted, released, conveyed and assured or expressed so to be, unto and to the use of the grantee subject nevertheless to the payment of such land revenue, cesses and taxes and are or may be assessed or imposed on the said premises as the Grantee shall and may at all times hereafter peaceably and quietly possess and enjoy the said land, hereditaments and premises and receive the rent or profits thereof without any lawful eviction, interruption, claim or demand whatsoever, from or by the Grantor or any person or persons lawfully or equitably claiming from, under or in trust for him. The Stamp duty, if any, payable on this instrument shall be payable by the Central Government.

Schedule 13

All that piece or parcel of land/or buildings(s) situated at _____ containing by admeasurement _____ or thereabouts and bounded on the North by _____ on the South by _____ on the East by _____ on the West by _____ Executed this _____ day of _____ at _____ on behalf of the President. Appendix XXVI [Rules 95 and 96] Application of Rehabilitation Grant Description of Properties Abandoned in West Pakistan Summary of Property or Properties Abandoned.

Serial Number	Province/State	Distt./Tehsil	Town Village	Kind of property whether residence, shop, agricultural land, housing plot, or industrial concern,	Estimated value of, property at the time of abandonment
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In case of agricultural land name of Dakli Mauza or Deh should also be given Detailed Description (A) House, Shop, Building, Plot, (a) Site area. (b) Built area. (c) Nature of construction. (d) No. of storeys and number of rooms in each storey. (e) Whether electrified. (f) Approximate age of the building. (g) Mode of acquisition, i.e. whether purchased or inherited or constructed by the applicant. If purchased or constructed, state the cost and the time (month and year) of purchase or construction. (h) Whether assessed to any Municipal or like tax and if so the rate of tax paid or the period of which paid. (i) If let out in whole or part, state the monthly rent at the time of abandonment or any earlier date. (j) Nature and description of documentary evidence of the existence of property and applicant's title to the same. (k) Nature and extent of applicant's interest in the property. If the applicant is a co-sharer, please state the full name and address of the remaining co-sharer(s) and whether they have registered any claim for their share under the D.P Claims Act, 1950. If so, an attested copy of the assessment order given to the co-shares should be filed, If the copy of order is not available mention the registration and index No. of claim(s) in question. (B) In case of agricultural land state the following particulars: (i) Class of land (Nehri perennial, nehri, non-perennial, chahi barani, bajar, jadid/quadim, or ghair mumkin). (ii) Area (in local units which should be indicated) (iii) Area in acres, kanals, marlas ghantas. (iv) Rights held (ownership occupancy, inferior ownership, mortgage with possession etc.) with particulars of other parties and rent paid or realised. (v) Remarks (1) State if land is under garden. (2) State if land stands in revenue records in the name of some one or other than the applicant, and if so, how applicant's title to the land is determined. (vi) Amount of annual land revenue last paid in West Pakistan in respect of agricultural land and the year for which it was paid. (vii) Estimated value of applicant's right at the time of abandonment. (C) In the case of an industrial concern state the following particulars: (i) Name of the concern and description of the work in which it was engaged. (ii) Area. (iii) Covered area and nature of structure. (iv) Description and capacity of machinery installed. Give name of maker and year of make whenever possible. (v) Whether purchased by the applicant by himself. Give date and year of purchase or installation, as the case may be, and the name and full address of the seller and the price paid. (vi) Whether the concern was in working order at the time of abandonment. (vii) Number of men employed. (viii) Annual turnover and gross profit

for the three years preceding abandonment.(ix)If the concern belonged to a partnership, give the names and addresses of the partners and the quantum of applicant's share. Also mention whether any of the other partners is a displaced person and, if so, whether has registered a claim under the Displaced Persons (Claims) Act, 1959.(x)Estimated value of the property at the time of abandonment:LandStructureMachineryTotal(D)In the case of rehabilitation benefits obtained after arrival in India, state the following particulars:-Government Or Evacuee House/shops Buildings, Etc., Occupied(i)The block/ward and Municipal quarter No. with full address:-(ii)Date of allotment and the monthly rent fixed.(iii)Arrears of rent or instalments in the case of instalment purchasers outstanding.(iv)Details of the accommodation occupied.Agricultural Land(i)Area allotted.(ii)Whether quasi-permanent or temporary allotment.(iii)Particulars of grove or groves allotted.(iv)Date of allotment and acceptance.Industrial Undertakings(i)No., ward, street, town with full address.(ii)Date of occupation.(iii)Assessed monthly rent or licence fee.(iv)Arrears of rent or license fee.Information regarding Loans(i)The date, account No. and the amount of loan taken.(ii)The kind of loan (i.e. small urban, housing, agricultural, educational and RFA) and the authority who sanctioned.(iii)Amount outstanding together with interestName and signature of the Applicant.Certificate Of Verification(To be filled in by the Settlement Officer)For residence,. shops and industrial concerns For Agricultural land

- (i) Date of verification (i) Class of land.
- (ii) Value assessed (ii) Area in acres, kanals, marlas ghanta
- (iii) Remarks, if any (iii) Assessed value in standard acres.
- (iv) Remarks, if any.

Date SignaturePlace Settlement OfficerAppendix XXVI(Form of Notice under Rule 102(2)FromShri Chief Settlement Commissioner.ToShri/ShrimatiPlease take notice that in exercise of the powers delegated to me under section 24 of the Displaced Persons (Compensation and Rehabilitation Act, 1954, it is sought to revise the order of Shri_____ dated_____ 195 passed on the compensation application or hearing registration number. The matter shall come before me at on 195 .Please arrange to be present in persons through an agent (not being a legal practitioner) authorised in writing and show cause why the order of the Officer should not be varied. If no appearance is made on your behalf the decision will be taken in your absence.for Chief Settlement Commissioner.Appendix XXVII[Form of notice under Rule 107]FromShri _____Settlement Commissioner.ToShri/ShrimatiPlease take notice that your Appeal/Revision Petition/Review application against the order or Shri Settlement Officer dated the passed on Compensation Application bearing Registration No. will come up for hearing before me at on the 10 A.M.If no appearance is made on your behalf by yourselves or by an agent (not being a legal practitioner) authorised in writing, the Appeal/Petition Application will be decided in your absence.Given under the hand and seal of my office this day, 195 .Regional/Settlement CommissionerAppendix XXIXGovernment of IndiaMinistry of Rehabilitation(Rule 116)Certificate Of Payment Of Compensation 1955Photo of Claimant as attested at the time of payment of CompensationSeal of Settlement OfficerClaimant's signature or)Thumb impression)Signature of attesting officer)Date)Note.-(i) This card (together with the photograph returned to the payee of compensation after attestation) must be preserved and produced by him when applications are invited for payment of next instalment of compensation. This card will also be

produced on demand by any Central or State Government Official. Note- (ii) He will not hereafter be entitled to any of the rehabilitation benefits ordinarily admissible to displaced persons e.g. stipends for children, loans etc. If he receives any such benefits, he will, besides forfeiting any claim to future instalments of compensation, render himself liable for such action as Government may consider necessary. Office of The Regional Settlement Commissioner No. Dated the The holder of this certificate was paid compensation towards satisfaction of his claim for immovable property left by him in West Pakistan and verified under the Displaced Persons (Claims) Act, 1956, as noted below:-

1. Name S/o or W/o or Wd/o

2. Present address.

3. Registration No. of application for compensation as given by Settlement Office.

4. Index No.(s) of Claim (s)

5. Total assessed value of his/her claim(s) or share

6. Particulars of Refugee Registration Card/Census Card surrendered :

(a) No. (b) Date of issue (c) Place of issue, District and State (d) Name and designation of issuing authority (e) Names of dependents with age and relationship as mentioned in the Card:- No Name Age on Relationship (In case more dependants a slip may be pasted just below this line and entries completed on that). (f) Particulars of rehabilitation benefits received. (g) Whether owned property in India before partition:- If so; approximate value

7. Amount of net Compensation paid.

(a) By demand draft/cheque on (b) By adjustment (complete details of property allotted should be given)

8. Deduction made from the gross compensation:-

(a) Loans (b) Instalments (c) Arrears of rent: Designation of the officer authorised to determine and pay compensation. Appendix XXX (Rule 116) Office of the Regional Settlement Commissioner I, S/o or W/o or Wd/o have received Bank Draft No. dated for Rs. on the Reserve Bank of India _____ (station) in full payment of the amount due to me as under the Compensation Scheme. I understand that if any excess payments is made to me, I shall be liable to make good the amount when called upon to do by the Regional Settlements Commissioner. Certified that on the basis of the record I have satisfied myself as to the identity of the person entitled to receive payment and as his/her eligibility to receive Compensation and Rehabilitation Grant against a duly verified

claim for Regional Settlement. This certificate is to be given only at the time of first payment of Compensation. Appendix XXXI Lease of the plot 'A' Type Double Storeyed Two Rooms (Applicable in the case double storeyed Government tenements in Delhi) Appendix XXXI-A Lease and Conveyance deed in respect of double storeyed 'A' type Building in various Rehabilitation Colonies, Delhi. Appendix XXXI-B Lease and Conveyance deeds in respect of double storeyed 'C' type building in various Rehabilitation Colonies, Delhi. Appendix XXXI-C Lease and Conveyance Deed in respect of Three-Storeyed Markets in Various Rehabilitation Colonies in Delhi

1. This Indenture made the day of Between the President of India (hereinafter called the Government which expression shall, unless repugnant to context or meaning thereof, include his successors and assigns) of the one part. And (hereinafter called "the said allottee" which expression shall unless repugnant to the context or meaning thereof include his heirs, executors, administrators and assigns) of the other part.

2. And whereas the Government has built a three-storeyed building consisting of 45 Shops, 20 stalls on ground floor, 30 flats on first floor, 20 flats on second floor with a joint passage, balcony and staircase for going to the upper floors as shown in the plan annexed to these presents on plot No. situated in Khurshid Market-

3. And whereas the shops on the ground floor are called shops No. _____ And flats on the first and second floor over said respective shops are called flats No. respectively.

4. And whereas the Government has agreed to transfer the said shops and flats to different right attached thereto.

5. And whereas the Government has agreed to sell and the allottee has agreed to purchase shop/flat No. and all undivided share in the brick built staircase and balcony in the said Market (as mentioned in the plan of the site).

6. And whereas in consideration of the premium of Rs. (Rupees only) paid by the said allottee and the ground rent reserved and agreed to be paid and the covenants of the said allottee the Government has agreed to demise the said allottee piece of land described in the Schedule (B) and shown in colour on the plan jointly with the allottee of shop/flats No. first floor flat No. second floor for a period of 99 years on the terms and

conditions thereunder contained.

7. And whereas section 8 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (hereinafter referred to as the "said Act") provides that a displaced person shall be paid out of the compensation pool the amount of the net compensation determined under sub-section (3) of Section 7 of the said Act as being payable to him and subject to the rules that may be made under the said Act, the Settlement Commissioner, or any other officer or Authority authorised by the Chief Settlement Commissioner in that behalf may make such payment in any of the forms mentioned therein or partly in one and partly in any other such form.

8. And whereas the said allottee of shop/flat No. has paid the total sum of Rs. (Rupees only) being the purchase price of the shop flat No. 1st floor or second floor and undivided share in the staircase situated in the building (the receipt whereof the Government doth hereby acknowledge) and from the same doth hereby release the said allottee whereof a sum of Rs. (Rupees only) has been paid in cash and the balance of Rs. (Rupees only) paid by adjustment against compensation payable under the said Act to the allottee and his associate(s) whose name(s) and extent of their shares are more precisely given in the Schedule 'C' hereunder written and who has/have given his/their consent for transfer of his/their share in favour of the allottee and accordingly his/their name(s) is/are not joined with the allottee in the present deed as laid down in Rules 90(8) of the said Act.

9. And whereas the property the compensation of which has been adjusted against the value of the shop/flat No. first staircase, balcony and passage was mortgaged to Shri son of in West Pakistan and/or the said allottee was indebted in the sum of Rs. _____ (Rupees only) to Shri _____ son of Shri in West Pakistan and the said mortgagee/creditor has obtained a decree of Rs. _____ from the Tribunal constituted under the Displaced Persons (Debt Adjustment) Act, 1951, the intimation to which has been received by the Chief Settlement Commissioner from the Tribunal concerned and the mortgagee/creditor would therefore have a charge over the said shop/flat No. _____ first floor (as the case may be) and half share in the staircase to the extent of mortgage/charge/debt of Rs. according to the Provision of the above Act until the mortgage/charge/debt is satisfied or is

redeemed by the said allottee.

Now this Indenture Witnesseth that in consideration of the premises and for the purpose of carrying into effect the said sale and grant of the said lease the Government doth hereby grant, convey, release and assure unto the said allottee all that the said shop/flat and in undivided share (and other undivided share in the staircase, passage and balcony is to be granted to the purchaser or other flats on the first floor/second floor in the said building in Khurshid Market hereinafter called "the said transferred premises") To have And to Hold the said transferred premises unto and to the use of the said allottee subject to the exceptions, reservations, conditions and covenants herein contained that is to say: (1) The said allottee shall pay all general and local taxes, rates and cesses now imposed or assessed on the said transferred premises by any competent authority. (2) The said allottee shall not make any alteration and/or addition to the said transferred premises either externally or internally without first obtaining the permission of the Government in writing. (3) The said allottee shall maintain the said transferred premises in a sanitary condition to the satisfaction of the authorities concerned. (4) The said allottee shall not use the said shop/flat No. for any purpose other than the purpose of residence/business and the said allottee shall not use the said staircase for any purpose other than the purpose of the staircase without previous consent in writing of the Government and shall not do anything which shall cause annoyance or inconvenience to the owners of upper floor allottees and or occupants of adjoining shop/flat together with only use in common with the owner of the adjoining first floor/shop flat bearing No. the staircase and a passage and the open space in front leading to the staircase and also land under the staircase shown in _____ colour on the plan annexed hereto. (5) The Government may by its officers and servants at all reasonable time and in a reasonable manner after 24 hours notice in writing enter in and upon any part of the said transferred premises for the purpose of ascertaining that the said allottee has duly performed and observed the covenants and conditions to be performed and observed by him under these presents. (6) The Government shall have full right, power and authority at all times to do, through its officer 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 said allottee as a first charge upon the said transferred premises the cost of doing all or any such act and things and all costs incurred in connection therewith in any way relating thereto. (7) The said transferred premises shall remain charged to the extent of the mortgage/charge/debt of Rs. in favour of the mortgagee/creditor according to the provisions of the Displaced Persons Debts Adjustment Act, 1951 until the mortgage/charge/debt is satisfied or is redeemed by the said allottee. And This Indenture Further witnesseth that in further consideration of the premises and the premium Rs. Rupees only paid on or before the execution of the these presents and the rent herein reserved and of the covenants on the part of the said allottee herein contained the Government doth hereby demise unto the said (jointly with the allottee/allottees of shop/flat first floor/second floor No. in the said building) all that piece or parcel of land containing by admeasurement about square yards situated in colony, more particularly described in the Schedule D hereunder written and delineated on the plan annexed to these presents and thereto coloured and the Government doth hereby further demise unto the said allottee (jointly with the allottee of shop/flat No. _____ first/second floor in the said buildings) all that piece or parcel of land containing by admeasurement about square yards situated at flat No. in Colony and more particularly described in the Schedule E hereunder written and delineated on the plan annexed to

those presents and thereon coloured all the said pieces of land described in Schedule D and E hereto are hereinafter called "the said demised premises" together with all rights, easements and appurtenances whatsoever to the said pieces of land belonging or in any way appertaining Excepting and Reserving upto the Government all mines, minerals, substances of every description, sand and clay in or under the demised hereby demised with full right and liberty at all times to do acts and things which may be necessary or expedient for the purpose of searching for, digging, working, obtaining, removing and enjoying the same making the said allottee reasonable compensation for all damage done, to hold the said land described in Schedule D hereunder written unto the said allottee jointly with the allottee of shop/flat No. in the said building and to hold the said land described in Schedule E hereunder written unto said allottee/jointly with the allottee of shop/flat No. first/second floor in the said building for the terms of 99 years commencing from and yielding and paying therefor the yearly ground rent at the rate of Rs. 1/- per annum per hundred square yards, or fraction thereof to be calculated separately for each of the said pieces of land described in Schedules D and E hereunder written at The State Bank of India New Delhi or at such other places as may be notified by the Government for this purpose from time to time and the said allottee doth hereby covenant in respect there;(1)from time to time and at all times during the said terms to pay and discharge all rates, taxes, charges and assessment of every description which are now or may at any time hereafter during the said terms be imposed, charged or assessed upon premises hereby demised or upon the transferred premises standing thereupon or the landlord or tenant in respect thereof;(2)not to make any excavation in the land hereby demised or remove minerals, mineral substance of any description, sand or clay from the land without consent in writing of and in accordance with the terms and the conditions prescribed by the Government;(3)at all times during the said terms to keep the said shop/flat No. _____ first/second floor and staircase situated on the demise premises in good and substantial repair;(4)on the expiration or sooner determination of the said terms peaceably to yield up the demised;(5)not to make any alterations in the existing plan or elevation or any structural alterations in the building standing on the demised premises or in any part of such building without the written consent of the Government first had and obtained or permit the said building or any part thereof to be used for any purpose other than that of residence/business;(6)During the continuance of these presents to permit and allow all existing drains, water pipes, sanitary and sewage system, electric lines and connections to be maintained and used for the purpose thereof respectively.(7)(a)The ground rent will be subject to revision as provided for in (d) hereof.(b)The said allottee shall before any assignment or transfer of the said premises hereby demised or any part thereof or his share therein obtain from the Government approval in writing of the proposed assignment or transfer and all such assignees and transferees and the said allottee shall be bound by all the covenants and conditions herein contained and answerable in all respects therefor.(c)The said allottee herein may transfer his leasehold rights in the demised premises or any part thereof after obtaining the permission of the Government and the Government will not claim any unearned increment in the value of the said demised premises being the difference in the premium paid by him to the Government and the market value of the land then prevailing for permitting such transfer. In the event of any subsequent transfer of the said demised premises by the transferee the Government shall be entitled to claim and recover the unearned increment in the value of the demised premises, the amount so to be recovered being 50 per cent of the unearned increment in the value of the said demised premises. In the case of any subsequent transfer after the first transfer the Government shall have the pre-emptive right to purchase the said

demised premises and all the buildings and structures standing thereon after deducting 50 per cent of the unearned increment as aforesaid.(d)The Government shall also have right to revise the annual ground rent of the demised premises at the time of any assignment or transfer of the premises hereby demised subsequent to the first transfer or assignment as aforesaid. The revised ground rent payable in such case shall be at ½ per cent of the value of the land at the time of such transfer.Provided further that in the case of any transfer or assignment subsequent to the first transfer or assignment the Government shall also have the right to revise the ground rent hereby reserved on the first day of January of the year following the year in which thirty years from the date of such subsequent transfer or assignment shall be completed and thereafter at the end of each successive period of not less than thirty years, provided that the increase in the rent fixed at each enhancement shall not at each such time exceed one half of the increase in the letting value and such letting value shall be assessed by the authority appointed by the Government for the purpose:Provided always that any such assessment of letting value of the purpose of this provision shall be subject to the same right on the part of the said allottee of appeal from the orders of the said authority within the meaning of Section 50 of the Punjab Land Revenue Act, 1887 (Act XVII of 1887) and the proceedings for or in relation to any such appeal shall be in all respects governed by the provisions of the said Act in the same manner as if the same had been taken thereunder.(e)The ground rent will be payable in advance in half yearly instalments on the 15th January, and 15th July each year. The ground rent shall be payable for the full half year for the period from the date of purchase or the grant of a lease of the site on the 15th January or 15th July next following as the case may be and shall be paid by the allottee at once at the time of such grant.

8. (i) To pay the rent on the days and in the manner hereinbefore appointed for the payment thereof and also to pay all taxes, rates and assessments that now are or may hereafter during the said term be imposed upon the said land or building erected thereon or upon the Government or the said allottee is permitted sub-lease or assignee in respect thereof, under any enactment for the time being in force;

(ii)not to sub-divide the demised premises or building or stair-case and shop/flat erected thereon or any part thereof without the prior permission of the Government in writing;(iii)not to do or permit any thing in or upon the demised premises or any part hereof which may be or become nuisance or cause damage to occupants of other shop, flat in the neighbourhood(iv)to register all the changes in the possession of the demised premises whether by transfer, succession or otherwise in the register kept in the office of the Local Authority having jurisdiction in the area in which the said land is situated, the expression local authority shall include the Delhi Improvement Trust for this purpose, within one calendar month from the respective dates of such changes (and if such changes are registered in the local sub-registry under the Indian Registration Act, 1908, within one calendar month from the date of registration in such sub-registry) and if the said allottee shall without sufficient cause neglect to register such change in the manner aforesaid with the lands officer appointed by the Local Authority for this purpose, the Government may impose on him for each such case of neglect a penalty not exceeding Rs. 100/- and the Government may in addition to the other remedies available to it under these presents enforce the payment of such penalties in the

same manner as in the case of arrears of land revenue;(v)that all the person acting under the order of Government shall be at liberty at all reasonable times in the day time during the said terms to enter upon the said demised premises of any building that may be erected thereon for any purpose connected with these presents;(vi)with the said allottee and his successors and assignees shall on the determination of the lease on the expiry of the period of 99 years yield up the demised premises with all buildings erected thereon and the Government fixtures thereto provided that the Government shall pay to the said allottee the value of his interest in the said buildings and fixtures at the date of determination of the lease, net value to be determined in the absence of agreement of by two arbitrators, one to be appointed by each party. The provisions of the Indian Arbitration Act, 1940 and any statutory modification thereof shall apply to such arbitration. The Government may, however, renew the lease of the land after the expiry of 99 years on such terms and conditions as considered necessary by the Government;(vii)if during the period of the lease the said demised premises or any part thereof and the transferred premises thereon are required for a public purpose or for any administrative purpose by the Government shall at the expiry of a notice of 15 days to the effect that the said premises are required for such purpose to be served upon the said allottee by an officer appointed by the Government in that behalf be at liberty to possession of the said demised and transferred premises. This said allottee shall be entitled to compensation in respect of his interest in the said land, building and structures. The compensation payable under this clause shall, in case of dispute, be determined by the Government or by such Officer as he may appointed for the purpose as nearly as may be in accordance with the provisions of the Land Acquisition Act or Regulations for the time being in force in relation to the same and the decision of the Government or such officer shall be final and conclusive;(viii)any sum of money due to or claimable by the Government in respect of land hereby demised shall be recoverable by the Government as an arrears of land revenue under the provisions of the Punjab Land Revenue Act, 1887 (XVII of 1887) and any amending Act for the time being in force.II. Provided always that if any part of the rent shall be in arrears or unpaid for one calendar month next after any of the dates whereon the same shall have been paid whether the same shall have been demanded or not and if there shall have been in the opinion of the Government any breach by the said allottee or by any person claiming throughunder him/them of any of the covenants or conditions hereinbefore contained then and in such case the Government may notwithstanding the waiver of any previous cause or right of re-entry enter upon any part of the premises hereby demised or of the building thereon or part thereof in the name of the whole and thereupon the said premises and building shall remain to the use of and be vested in the Government and this demise shall absolutely determine and the said allottee shall not be entitled to any compensation whatever.III. It is hereby agreed and declared that the Conveyance of the said transferred premises shall in all respects be subject to the terms and conditions of the lease of the demised premises as herein provided this Conveyance and grant of lease by the Government shall be deemed to be a grant of transfer of land or interest therein by the Government for the purpose of the Government Grants Act, 1895 (Act XV of 1895.)