

The Punjab New Mandi Townships (Development and Regulation) Rules, 1960

HARYANA

India

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Rule

THE-PUNJAB-NEW-MANDI-TOWNSHIPS-DEVELOPMENT-AND-REGULATION-RULES-1960

- Published on 22 September 1960
- Commenced on 22 September 1960
- [This is the version of this document from 22 September 1960.]
- [Note: The original publication document is not available and this content could not be verified.]

The Punjab New Mandi Townships (Development and Regulation) Rules, 1960Published vide Punjab Government Notification No. 2097-D(M)- 60/2673, dated 22.9.1960

1. Short title.

- These rules may be called the Punjab New Mandi Townships (Development and Regulation) Rules, 1960.

2. Definitions.

- In these rules, unless the context otherwise requires, -(a)"Act" means the Punjab New Mandi Townships (Development and Regulation) Act, 1960;(b)"Form" means a form appended to these rules; and(c)"Obnoxious trade" shall be deemed to be carried on in any site or a building, if the site or building is used for any of the following purposes :-(i)melting tallow, dressing raw hides, boiling bones, offal or blood;(ii)as a soap house, oil boiling house, dyeing house or tannery;(iii)as a brick field, brick kiln, charcoal-kiln, pottery or lime kiln;(iv)as any other manufactory, engine house, store-house or place or business from which offensive or unwholesome smells, gases, noises or smoke arise;(v)as a yard or depot for trade in unslaked lime, hay, straw, thatching grass, wood, charcoal or coal or other dangerously inflammable material;(vi)as a store-house for any explosive or for petroleum or any inflammable oil or spirit.

3. [Sale by auction or allotment.

- The lands and buildings in new mandi townships shall be sold by the State Government by auction :Provided that if the Government or semi-government institutions, local authorities, registered private institutions or corporations in the public sector desire to purchase the land or building, it may be sold to them by allotment.

3A. Sale price.

(1)In the case of sale by auction, the sale price shall be the reserve price or any higher price determined as a result of bidding in open auction.(2)In the case of sale by allotment, the sale price shall be the price which shall be determined by the State Government from time to time.

3B. Sale by auction.

(1)Before holding an auction the Administrator shall, at least fifteen days before the date of auction, publish a notice in form 'A'.(2)The notice in form 'A' shall be published by affixing a copy thereof at the office of the Administrator and at such conspicuous places in the locality, in which the property to be sold is situate, as the Administrator may think fit. The notice shall also be published in one of the newspapers having circulation in that locality.(3)The final bid which is accepted by the Administrator shall be subject to the approval of the State Government.

3C. Application for sale by allotment.

(1)In the case of sale by allotment, the intending purchaser shall make an application to the Administrator in form 'AA'.(2)The applicant shall, unless he refuses to accept the allotment within sixty days of the date of receipt of the allotment order, deposit within that period the sale price in lump sum. This period for payment of sale price may be extended by the Administrator by 180 days on sufficient cause being shown by him. In case of failure to deposit the said amount within sixty days of the issue of allotment order, interest at the rate of seven percentum per annum shall be paid by the applicant and when no payment is made within the extended period, the allotment may be cancelled and the payment already made may be forfeited to the State Government by the Administrator in whole or in part and the applicant shall have no claim to it.

4. Terms and conditions of sale.

- The sale of lands or buildings by auction or allotment shall be subject to the terms and conditions given in form 'A', or 'AA' as the case may be, and the provisions of the Act and these rules.

5. [Delivery of possession. [Amended by Notification published in Haryana Gazette L.S. Part III dated 7-12-1971]

(1)The Administrator shall, after an allotment or bid, as the case may be, is sanctioned by the State Government, issue an order of allotment in favour of the transferee.(2)The transferee shall execute a deed of conveyance in form 'B' in the case of sale by auction and in form 'BB' in the case of sale by allotment within a period of six weeks from the date of issue of the order of allotment].

6. Additional conditions of sale of cinema sites.

- [Sections 3(2) and 25(a)]. - (1) The erection of building on the cinema site shall conform to the provisions of the Punjab Cinemas (Regulation) Act, 1952, and the rules framed thereunder.(2)The auditorium of the Cinema shall necessarily be air conditioned. Other parts of the buildings such as cafeteria shall also be air conditioned, if so desired by the Administrator.

7. The manner in which consideration money for transfer shall be paid.

- [Section 25(b)]. - (1) Twenty-five per cent of the amount of bid accepted by the auctioning officer shall be paid on the spot by the auction purchaser in cash or by means of Demand Draft [-] [Omitted vide GSR 169/PA-2/60/S- 25/Amd.(2)/80, dated 31.7.1965.] payable to the Administrator and drawn at any Scheduled Bank situated at a station where a branch of the State Bank of India is functioning.(2)The balance of the sale price shall be paid along with interest at the rate of [6] [Substituted by GSR 97/PA-2/60/S-25/Amendment(4)/72, dated 21.11.1972.] per cent, per annum in -(a)six equated half-yearly instalments in the case of commercial plots; and(b)three equated annual instalments in the case of residential plots.(3)The first instalment shall be payable six months after the date of issue of the order of allotment in the case of commercial plots and one year in the case of residential plots.(4)Interest shall accrue from the date of issue of the order of allotment but no interest shall be payable if the balance is paid within a period of thirty days of the date of receipt of the order of allotment by the transferee.(5)Each instalment shall be remitted by transferee to the Administrator in manner provided in sub-rule (1).

8. Service of notice.

- [Sections 12 and 25(g)] - In case an instalment is not paid by the transferee by the tenth of the month following the month in which it falls due a notice in Form C shall be served on the transferee calling upon him to pay the instalment within a month together with a penalty which may extend to ten per cent of the instalment payable. If the payment is not made within the said period or such extended period as may be allowed by the Administrator, the Administrator may, without prejudice to any other remedy available under the Act or these rules, proceed to have the same recovered as an arrear of land revenue.

9. Manner of service of notice.

- [Section 2(g)] - The notice in Form 'C' may be served on an individual or a group of individuals either personally or by fixation on a prominent part of the land or building or by the beat of drum [or by registered post.] [Added by GSR 294/PA-2/60/S.25/63, dated 3.12.1963]

10. The form and manner in which appeals and applications under the Act may be filed and the Court fee leviable thereon.

- [Section 25(b)]. - (1) Every appeal under sub-section (1) of section 15 shall be preferred in the form of memorandum signed by the appellant or his pleader and shall be accompanied by a copy of the order appealed against. (2) The memorandum shall set forth, concisely and under distinct heads the grounds of objection to the order appealed against without any argument or narrative and such grounds shall be numbered consecutively. (3) An application for revision under sub-section (3) of section 15 shall clearly specify the grounds on which the petitioner seeks to invoke the powers of revision. (4) The memorandum of appeal shall bear a Court fee stamps of Rs. 1.25 and an application for revision a Court fee stamps of Rs. 2.65.

11. Delivery of possession.

- [Section 25(a)] - The possession of the land or building sold under these rules shall be given after the date of issue of the order of allotment.

12. Use of site.

- [Section 25(a)] - The transferee shall not use the site for a purpose other than that for which it has been sold to him and shall keep the property in good repair.

13. Time within which the building is to be erected.

- [Section 25(a)] - The transferee shall complete the building within two years from the date of the issue of the order of allotment in accordance with the conditions prescribed by the State Government in this behalf, if any. This time limit may be extended by the Administrator for a period not exceeding six months if he is satisfied that the failure to complete the building within the said period was due to reasons beyond the control of the transferee. Beyond that sanction of the State Government shall be required on an application for extension of time.

14. Fragmentation.

- [Section 25(n)]. - No fragmentation of any site shall be made except with the previous permission in writing of the Administrator.

15. Plans.

- [Section 25(a)]. - Plans of construction shall be first got approved from the Administrator or the [Deputy Director, Colonisation, Punjab, Chandigarh.] [Substituted vide Punjab Government Notification dated 12-2-1987.]

16. Prohibition of obnoxious trade.

- [Section 25(a)]. - No obnoxious trade shall be carried on in or on any site or any building erected on a site except with the previous permission in writing of the Administrator. Form 'A' (See Rule 4) Form of notice and conditions of Sale by Public Auction of building sites/buildings in the New Mandi Township (a) Notice Sale of

_____ Description of the property, place and time of sale. - Notice is hereby given that the undersigned invites officers at public auction for the purchase of _____ being the property of the State Government. (Here should be inserted the brief description of the property to be auctioned showing also where it is situated). The auction will be held by the Administrator, New Mandi Township, [Punjab, Chandigarh] vide Punjab Notification dated 12-2-1987. and will commence at _____ a.m. on the _____. Plans showing full details of the property to be sold will be open to inspection on any working day during office hours at the office of the Administrator, New Mandi Township, Punjab, Chandigarh and the Deputy Director, Colonization, Punjab, Chandigarh, wherefrom further information can also be obtained and the plans, etc. can be obtained on payment. (b) Conditions of sale

1. Bidding. - Offers will be received subject to a reserve price and to the right of the State Government through any of its agents or the auctioneer to bid up to or beyond such reserve price and to withdraw the property without declaring such reserve price. The Administrator shall have the right to reject any bid without assigning any reason or withdraw any property from auction.

2. Right of Government to accept or reject a bid. - Subject as aforesaid, the highest bid received by the auctioneer will be communicated to Government which may either accept or reject it without assigning any reason but the auctioneer may refuse to receive any bid.

3. Levelling of uneven sites. - Government will not be responsible for levelling uneven sites.

4. Settlement of disputes. - If any dispute arises respecting a bid the property shall be put up again for auction at last undisputed bid.

5. Auction in lot or lots. - The property may be put up for auction in one lot or in such lots as the Administrator may decide.

- 6. Initial Deposit. - Immediately after the close of the bidding the person making the bid, which is accepted by the auctioneer, shall pay to the Administrator as agent of the State Government a deposit of 25 per cent towards payment of his Purchase money in case his bid should be finally accepted by Government.**
- 7. Memorandum of offer. - He shall also sign a memorandum of offer in the form annexed hereto.**
- 8. Identity and errors of its description. - Bids will be invited by reference to Municipal street numbers or by reference to the number shown on the plan at the Administrator's office. The description of the several lots given therein is believed and shall be deemed to be correct and if any error shall be found therein the same shall not annul the sale nor shall any compensation be given in respect thereof.**
- 9. Terms and conditions of sale. - The sale will be subject to the reservations in favour of the State Government which are set forth in the Conveyance deed given in Form B and the purchaser will be bound by the covenants contained therein. In particular the purchaser will be required to enter into a covenant not to use the property for any purpose other than that for which it is sold and not to convert the residential, commercial and industrial sites, one into the other and to keep the property in good repair.**
- 10. Payment of taxes, cesses, etc. - The transferee shall pay all general and local taxes and cesses for the time being assessed on the site by a competent authority.**
- 11. Fragmentation. - No fragmentation of any building site shall be allowed.**
- 12. Delivery of possession. - The possession of the site shall be given to the transferee after the date of issue of the order of allotment.**
- 13. Restriction on transfer. - Until the full price of the site has been paid, no transfer of any right or title or any interest in it shall be permitted without the previous sanction of the Administrator. The transferee, however, shall be permitted to let on a monthly basis a part or whole of the building erected on the site.**

14. Time within which a building is to be erected. - The transferee shall complete the building within two years from the date of the issue of the allotment order in accordance with the conditions prescribed by the State Government in this behalf, if any. This time limit may be extended for a period not exceeding six months by the Administrator if he is satisfied that the failure to complete the building within the said period was due to reason beyond the control of the transferee. Beyond that sanction of the State Government shall be required on an application for extension of time.

15. How to make payments. - All payments shall be made in cash or by means of a Demand Draft payable to the Administrator and drawn on any scheduled Bank situated at a station where a Branch of the State Bank of India is functioning.

16. Completion of the sale. - If the bid is accepted by Government, the sale shall be completed within six weeks from the date of issue of the allotment order. The transferee shall obtain deed of conveyance in Form B from the Administrator's Office and shall at least seven days before the date fixed for completion of sale, return the deed to the Administrator's Office duly stamped at his own expense and ready for execution.

17. Payment of balances. - Within the time fixed for the payment of the balance of the sale price, the transferee shall pay the balance and interest thereon in the manner specified in clause No. 15 above.

18. Forfeiture. - Should any transferee fail to observe or comply with any of the foregoing conditions, his deposit shall be forfeited to the State Government which may have the property resold by public auction. Any deficiency of price which may result on such resale shall be made good and paid by the defaulting purchaser.

19. Purchase by more persons than one. - No bid will be accepted in the name of a firm or in any name other than that of a single living person, unless the names of all the persons making the offer are given without any specification of shares and the person making the bid produces a Power of Attorney authorising him to bid on their behalf. No bid will be accepted in the name of more than seven persons; and if the bid is to be made in the name of an association, the bidder shall produce the necessary documents to show

that the association has been duly registered and that he has the authority to bid and enter into an agreement of sale on its behalf.

20. Approval of construction plans. - Plans of construction would be first got approved from the Administrator, New Mandi Township, [Punjab, Chandigarh] [Substituted vide Punjab Government Notification dated 12-2-1987.] [Deputy Director, Colonisation, Punjab, Chandigarh.] [vide Punjab Notification dated 12-2-1987.]

Memorandum of OfferParticulars of Plots SoldI _____, son of _____ of village _____, tehsil _____, district _____ hereby acknowledge that I have this day made an offer for the purchase of the property described in the Schedule below, subject to the provisions of the Punjab New Mandi Townships Act, 1960, and rules framed thereunder and the conditions contained in Form 'A' at the price of _____ Rupees and have paid to the Administrator/ _____ as auctioneer the sum of _____ Rupees by way of deposit in part-payment and I hereby agree to pay the balance along with interest and to complete the purchase in accordance with the aforesaid conditions, if my offer is accepted by Government.As witness my hand this _____ day of(Signature of purchaser)

Purchase money Rs.

Deposit paid Rs.

Balance due Rs.

CertificateI, _____, Administrator hereby certify that _____, son of _____, village _____, tehsil _____, district _____ has given the highest bid of Rs. _____, on the _____, day of _____ for the undermentioned property and has deposited the amount indicated above in the Memorandum of offer.

Schedule

(Signature of Administrator,New Mandi Townships)Form 'B'(See rule 5)Deed of conveyance of land/building in the _____ sold by auction Shop/Residential site to be used as a site for/Shop and Residential House Combined /Factory.This indenture made the _____ day of _____ between the Governor of Punjab (hereinafter called the vendor) of the one part and _____, son of _____, resident of _____ in the district of _____ in the Punjab (hereinafter called the vendee) of the other part;Whereas the land/building hereinafter described and intended to be hereby conveyed was owned by the vendor in full proprietary rights and the same then described as lot No. _____ (hereinafter referred to as the said property) was put up for sale by the public auction by the vendor at _____ on the _____ day of _____;And whereas the vendee bid at the said auction the sum of Rs. _____ for the said property and paid to the vendor the sum of Rs.

_____ by way of deposit towards payment of twenty-five per cent of the purchase money pursuant to a condition of sale in that behalf; And whereas the sale of the aforesaid property in favour of the vendee has been sanctioned by the Government; And whereas on the said _____ day of _____ 19 _____, the vendee had signed a Memorandum of offer whereby he agreed to pay the vendor the remainder or balance of the purchase money along with interest and to complete the purchase according to the said conditions of sale and to comply with the said conditions of sale and each and every one of them. And whereas the said conditions of sale provide among other things for the execution of a deed of conveyance between the parties within a period of six weeks of the date of issue of the orders of allotment; And whereas the order of allotment was issued on _____; Now, therefore, this indenture witnesseth that in pursuance of the said agreement and for the purpose of carrying into effect that said sale and in consideration of the covenants of the vendee hereinafter contained and of the said sum of Rs. _____ paid by the vendee as hereinafter before mentioned (the receipt of which the vendor hereby acknowledges) the vendor as beneficial owner hereby grants and conveys to the vendee. All that aforesaid property described in the Schedule hereto attached and more particularly delineated in the plans filed in the office of the Administrator signed by the Administrator aforesaid and dated the day _____ 19 _____. To have and to hold the same unto and to the use of the vendee in full proprietary right for ever subject nevertheless to the provisions of the Punjab New Mandi Townships (Development and Regulation) Act, 1960, and rules framed thereunder and the exceptions, reservations, conditions and covenants hereinafter contained and each of them, that is to say :-(1) The vendor reserves to himself all mines and minerals whatsoever in, under or upon the said property with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying, the same at all such times and in such manner as the vendor shall think fit, with powers to carry out any surface or underground working and to sink pits, erect buildings, construct lines, and generally to appropriate and use the surface of the said lands for the purpose of doing all such things, as may be convenient or necessary for the full enjoyment of the exceptions and reservations hereinbefore contained : Provided that the vendee shall be entitled to receive from the vendor such payment for the occupation by it of the surface and for the damage done to the surface or to buildings on the plot by such works or workings or letting down as may be agreed upon between the vendor and the vendee or failing such agreement as shall be ascertained by reference to arbitration. (2) The property is sold subject to the payment of land revenue. (3) The vendee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said property by competent authority. (4) The vendee shall complete to the satisfaction of the Administrator. Shop/the construction of the said Residential site/Shop and residential house combined/Factory within two years of the date of the issue of allotment order; provided that the time under this clause may be extended by the administrator in case the failure to complete the building by the stipulated date was due to reasons beyond the control of the vendee. (5) The vendee shall at all times keep and maintain the said Shop/Residential site/Shop and residential house combined Factory including the upper storey or storeys if any, in a proper state of repair and to the satisfaction of the Administrator. (6) The vendee shall not dig or cause to be dug any pit upon the said property. Shop/Residential house (7) The vendee shall not use the said Shop/Shop and residential house combined/Factory to be erected on the said property as aforesaid for any purpose inconsistent with that for which the said property is hereby granted. Shop/ Residential site

that is for any purpose other than that of/Shop and residential house combined/Factory or permit the same to be used.(8)The vendee shall pay the balance amounting to Rs.

_____ along with interest calculated at the rate of 5 per cent per annum from the date of issue of the order of allotment in _____ half- yearly/yearly instalments, the first instalment being payable on or before _____.(9)The vendor may by his officers and servants and at all reasonable times; and in a reasonable manner after 24 hours notice in writing enter in and upon any part of the said property or building erected thereon for the purpose of ascertaining that the vendee has duly performed and observed the covenants under these presents.(10)The vendor shall have full rights, power and authority at all times to do all acts and things which may be necessary and/or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and to recover from the vendee as a first charge upon the said property and the building thereon the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.(11)In the event of breach or non-observance by the vendee or his legal representative of any of the covenants herein on his part to be observed then, and in any such case, it shall be lawful for the vendor, notwithstanding the waiver of any previous cause or right for re-entry, to enter into and upon the said property or building thereon or any part thereof in the name of the whole, and to repossess, retain and enjoy the same as of his former estate and the vendee 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.(12)In the event of any dispute or difference at any time arising between the vendor and the vendee 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 Secretary to Government

_____ Department whose decision thereon shall be final and binding on the parties thereto.(13)If and so long as the vendee shall fully perform and comply with and shall continue to so perform and comply with each and all of terms and conditions herein made and provided but not otherwise the vendor will secure the vendee in full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.And it is hereby agreed and declared that unless different meaning shall appear from the context, -(a)the expression 'vendor' used in these presents shall include in addition to the State Government, the successors and assignees of the Government of Punjab and in relation to any matter or thing contained in or arising out of these presents every person duly authorised to act for or to represent the Government of Punjab in respect of such matter or thing;(b)the expression 'vendee' used in these presents shall include, in addition to the said _____ his lawful heirs, successors, representatives, assigns, transferees, lessees and any person or persons in occupation of the said land or building erected thereon.In witness thereof the parties hereto have here unto respectively subscribed their names at the places and on the dates hereinafter in each case specified.Signed by

for and on behalf of the Governor of the Punjab

Administrator, New Mandi Townships, Punjab,
Jullundhar Vendee

This day of ____ 19 ____ on the _____ Signed by the said at ____ day of 19 ____ in the presence of witnesses

1. Name Residence and occupation Witness

2. Name Residence and occupation Witness

Schedule 2

[Certified that vendee and the witnesses have signed the document in my presence and their signatures are hereby attested. (Signatures of M.P./M.L.A./M.L.C./Municipal Commissioner/Sarpanch/Magistrate/Revenue Officer not below the rank of Naib-Tehsildar. Note. - The above certificate will be essential where the deed is not signed by the vendee and his witnesses in the presence of the Administrator).] Form 'C' (See rule 8) Under Postal Certificate : NO (Sales)

_____ Dated _____ Office of the Administrator, New Mandi Townships, Punjab Jullundhar To Shri _____

_____ Whereas you purchased Mandi Shop/Booth/Residential/Industrial Plot No. _____ in Mandi town _____, and whereas the _____ instalment of the sale price payable on _____ has not been paid so far. Please take notice, therefore, that you should pay Rs. _____ as the _____ instalment of the sale price plus Rs. _____ on account of penalty at the rate of Rs. _____ per cent of the instalment due, on or before _____; failure which I shall take action to recover the same as arrears of land revenue. Issue under my hand and the seal this _____ day of _____ 19. Administrator, New Mandi Townships, Punjab, Jullundhar [Added by Punjab Government Agriculture Department Notification No. GSR 176/PA-2/60/S/25/Amd.(1)64, dated 14.6.1964.]