

Allotment of Sites on Lease-hold basis to Auto Spare Part Dealers and Auto Repair Mechanics in Chandigarh Scheme, 1996

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Rule

ALLOTMENT-OF-SITES-ON-LEASE-HOLD-BASIS-TO-AUTO-SPARE-PART-DEALERS-AND-AUTO-REPAIR-MECHANICS-IN-CHANDIGARH-SCHEME-1996

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Allotment of Sites on Lease-hold basis to Auto Spare Part Dealers and Auto Repair Mechanics in Chandigarh Scheme, 1996Published in Chandigarh Administrative Gazette (Extraordinary) dated 12.1.1996 at page 26No. 2306-UTFI(3)-96/562. - Whereas a number of auto spare part dealers and auto repair mechanics are carrying on the business of sale of auto spare parts and auto repairs work in the premises/sites/streets not meant for such use, thereby causing unhealthy environments, traffic hazard and public nuisance in the city.And whereas the Chandigarh Administration have now decided to stop the misuse of the commercial sites and public land to get the same vacated in public interest;And whereas with a view to mitigating the hardships likely to be caused by evicting the persons carrying on the job of sale of auto spare parts and auto repairs as a result of the aforesaid decision of the Chandigarh Administration, provision for this purpose, in certain sectors is required to be made and it is thus necessary for the aforementioned reasons, to lay down a procedure to regulate the allotment of sites.Now, therefore, the Administrator, Union Territory, Chandigarh is pleased to make the following Scheme, namely:-

1.

The Scheme may be called "The Allotment of Sites on Lease-hold basis to Auto Spare Part Dealers and Auto Repair Mechanics in Chandigarh Scheme, 1996".

2.

It shall come into force from the date of its publication in the Chandigarh Administration Gazette.

3.

In this Scheme, unless the context otherwise requires: All words and expressions used in this scheme but not defined hereunder shall have the meaning attached thereto in the Capital of Punjab (Development and Regulations) Act, 1952, and the rules made thereunder.

4. Persons eligible for allotment.

- Unless otherwise provided, a person who was enlisted in the survey conducted in the month of January, 1985, shall be eligible for allotment of site subject to the following conditions, namely: (i) that the applicant had attained the age of 18 years as on 1st of January, 1985, and has been carrying on the trade in auto spare parts or auto repairs in the Union Territory, Chandigarh continuously thereafter upto the date of application: Provided that a person who is already running business of auto repairs/spare parts in a site/shop meant for such a purpose, shall not be eligible for allotment: Provided that a person who is running business of auto repairs/spare parts in a site/shop for any trade other than auto repair/spare parts and does not own the said site/shop, shall be eligible for allotment of a site under the scheme but he shall be required to vacate the misuse from the said shop/site. (ii) that the applicant does not have any commercial site/shop in his name or in the name of his spouse or dependent children either in the Union Territory, Chandigarh or Mohali or Panchkula. Provided that if a person who owned a commercial site/shop in Chandigarh or Mohali or Panchkula and has subsequently disposed of the same after the 1st of January, 1985, shall not be eligible for the allotment of site under this Scheme. (iii) A person dealing in auto spare-parts should be a registered licensee of the Excise and Taxation Department, Chandigarh Administration, under the Punjab General Sales Tax Act, 1948, and Central Sales Tax Act, 1956 as on the 1st of January, 1985.

5. Procedure for allotment.

- (i) Application submitted under this Scheme only shall be entertained. (ii) An applicant shall be eligible to apply for only one site under this Scheme. (iii) The intending applicant shall make an application to the Estate Officer in the prescribed form (Annexure 'A'), along with an affidavit in the prescribed form (Annexure 'B') duly attested. (iv) No application under clause (ii) above shall be valid unless it is accompanied by 10 per cent of the premium as earnest money in the prescribed mode of payment. (v) All the applications received under this Scheme shall be scrutinised by a Screening Committee constituted for the purpose. (vi) (a) Allotment of sites shall be made through a draw of lots. (b) A separate draw of lots shall be held for allotment of sites to the auto-spare part dealers, to the scooter repairs mechanics and to the other repair mechanics. (vii) When 10 per cent of the premium has been so tendered, the Estate Officer shall, subject to such directions as may be issued by the Chief Administrator in this regard, issue a letter of intent to the applicants successful in the

draw of lots, by registered post intimating the number, sector, approximate area, premium and the ground rent of the site proposed to be allotted to the applicant. The Estate Officer shall also simultaneously forward a list of each such category of successful applicants to the Chandigarh Housing Board for construction of the respective categories of superstructure on the allotted sites on behalf of the lessees. The precise dimensions of the sites and superstructures shall be fixed by the Chandigarh Administration.(viii)The applicant shall, unless he refuses to accept the offer within 30 days of date of issue of the letter of intent, deposit within that period and in the prescribed mode of payment, further 15 per cent of the premium of land. The remaining 75% of the premium of land shall be paid as prescribed in rule 12 of the Chandigarh Lease-hold of Sites and Building Rules, 1973.(ix)If the applicant refuses to accept the offer within the said period of 30 days, he will be entitled to refund of the amount paid by him.(x)If the applicant fails to communicate his refusal to accept the allotment within 30 days and also fails to deposit 15 per cent of the premium under sub-clause (vii), the Estate Officer may forfeit the whole or part of the earnest money.(xi)In both the cases as in sub-clauses (viii) and (x) above, a person, once he fails or refuses to accept the offer of a site he shall not be eligible to apply again under this Scheme.

6. Commencement and period of lease.

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

7. Issue of Allotment Letter and Delivery of Possession.

- After the draw of lots and on receipt of the list of successful applicants from the Estate Officer as in clause 5(vi), the Chandigarh Housing Board shall issue letters to the successful applicants for the deposit of instalments for financing the constructing of the superstructures on the allotted site. It shall be obligatory on the part of the lessee to deposit the amount, as determined by the Chandigarh Administration, with the Chandigarh Housing Board, in accordance with the letter issued by the Chandigarh Housing Board. The Chandigarh Housing Board shall, on receipt of due payments, construct the superstructures and on completion thereof, hand over the same to the Estate Officer. The Estate Officer after receiving a "no dues certificate" issued by the Chandigarh Housing Board with reference to the payment for each unit of the superstructure and after ensuring the payment of the remaining 15% premium of land from the lessee, shall issue allotment letter for the site to the lessee. The actual possession of the site shall be delivered by the Estate Officer to the lessee after the shop/site presently occupied by the lessee is vacated by the lessee and the vacation is verified by the Estate Officer.

8. Premium.

- The premium of the site shall be such amount as may be determined by the Chandigarh Administration from time to time.

9. Mode of payment of premium and consequences of non-payment or the late payment.

- (i) In addition to payment of 25% premium under para 7 of the scheme, the remaining 75% premium may be paid in lump sum within 30 days from the date of allotment without any interest.(ii)If the payment is not made in accordance with sub-clause (i), the balance of 75% premium shall be paid in three annual equated instalments along with interest at the rate of 10 per cent per annum or at such higher rate of interest as may be determined by the Administration by a notification in the official Gazette, before the commencement of the lease. The first instalment shall become payable after one year from the date of allotment.(iii)In case any instalment is not paid by the lessee by the date on which it is payable, a notice may be served on the lessee calling upon him to pay the instalment within a period of three months together with penalty which may extend up to 10 per cent of the amount due. If the payment is not made within the said period, the Estate Officer may cancel the lease and forfeit the whole or part of the money if paid in respect thereof which, in no case, shall exceed 10% of the total amount of consideration money, interest and other dues payable in respect of the lease:Provided that forfeiture will not be made in addition to penalty:Provided further that no order of cancellation or forfeiture shall be made without giving the lessee a reasonable opportunity of being heard. If the order of cancellation is for non-payment of penalty, the lessee may show-cause why the penalty should not be levied.(iv)In case any equated instalment or ground rent or part thereof is not paid by the lessee by the date on which it became payable he shall be liable to pay in respect of that instalment or ground rent or part thereof as the case may be interest calculated at the rate of twenty-four per cent per annum from the date on which the instalment or ground rent became payable till such date it is actually paid.(v)Each instalment shall be remitted to the Estate Officer in the prescribed mode of payment. Every such remittance shall be accompanied by a letter showing full particulars of the site to which the payment pertains or a statement giving reference to the number and the date of the allotment referred to in para 5(v). In the absence of these particulars, the amount remitted shall be deemed to have been received only on the date when the remitter supplies correct and complete information.

10. Payment of ground rent.

- In addition to the premium in respect of the site the lessee shall pay ground rent as under:(i)Annual rent shall be 2% of the premium for the 33 years which may be enhanced by the Chandigarh Administration to 3¾% of the premium for the next 33 years and to 5% of the premium for the remaining period of lease.(ii)Rent shall be payable annually on the due date without any demand from the Estate Officer:Provided that the Estate Officer may for good and sufficient reasons extend the time for payment of rent upto six months on the whole on further payment of 6% per annum interest from the due date upto the date of actual payment.(iii)If rent is not paid by the due date, the lessee shall be liable to pay a penalty not exceeding 100% of the amount due which may be imposed and recovered in the manner laid down in Section 8 of the Capital of Punjab (Development and Regulations) Act, 1952, as amended by Act, No. 17 of 1973.

11. Execution of lease-deed.

- (i) After payment of full premium, lessee shall execute a lease deed in the prescribed form in such manner as may be directed by the Estate Officer. (ii) If the lessee fails to execute a lease deed in accordance with sub-clause (i) above, the Estate Officer may cancel the lease provided that before taking action as aforesaid, the Estate Officer shall afford to the lessee reasonable opportunity of being heard.

12. Registration and Stamp Duty.

- The registration of lease is compulsory. The lessee shall bear all expenses in respect of the execution and registration of lease-deed including the stamp duty and registration fee payable thereof, in accordance with the law in force at the time of execution and registration.

13. Time by which the present site of business is to be vacated.

- The auto repair mechanics and dealers in auto spare parts carrying on business at the present sites/shops which are not meant for the purpose shall vacate the misuse of the site/shop before taking over the possession of the new site and shift to the new sites immediately on issue of allotment letters.

14.

If at any later stage it is found that the allotment of site has been obtained fraudulently, by furnishing false information or by suppressing material facts, the allotment shall be liable to be cancelled by the Estate Officer and the lessee shall be liable for prosecution, apart from being debarred from future allotments under this Scheme.

15.

The site allotted under this Scheme shall be used only for running business in auto spare parts or auto repair works, as stipulated for the respective sites, and for no other trade under any circumstances.

16.

Notwithstanding anything to the contrary, the allotment of sites under this Scheme shall be subject to the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and Chandigarh Lease-hold of Sites and Building Rules, 1973 and further such instructions and orders/amendments made hereunder by the Chandigarh Administration from time to time.

17.

The "Allotment of Sites in Motor Market Complex Industrial Area, on Lease-hold Basis in Chandigarh, Scheme, 1986", is hereby repealed.

18.

Any dispute concerning or arising out of this Scheme shall be subject to the jurisdiction of the Courts located at Chandigarh. Annexure "A" Application for the allotment of a site under the Scheme "The Allotment of sites to Auto Spare Part Dealers and Auto Repair Mechanics on Lease-hold Basis in Chandigarh, Scheme, 1996"

Space for Photograph

To The Estate Officer, Chandigarh Administration, Chandigarh. Sir,

1. I am carrying on the business of auto-repairs/spare parts dealers under the nameand style at premises No. location Sector Chandigarh, covering an approximate area ofx.....square feet, continuously for the last years, (Copy of registration certificate enclosed).

2. I am a registered license of the Excise & Taxation Department, Chandigarh Administration under the Punjab General Sales, Tax Act, 1948 and Central Sales Tax Act, 1956 for two years prior to January, 1985 (Please give your Sales Tax and CST No. and date of its allotment) (strike off if not applicable).

3. I shall vacate the present site immediately on the issue of allotment letter.

4. I shall use the site allotted to me under the Scheme only for running business in auto spare parts/auto repair work and for no other trade under any circumstances.

5. I certify that I do not own either on free-hold or on lease-hold basis a commercial site/built up shop/booth in Chandigarh or Mohali or Panchkula or Manimajra in my own name or in the name of my spouse/dependent children.

6. I enclosed herewith a demand draft No.....datedfor Rs. drawn on Bank equivalent to 10% of total premium payable to the Estate Officer, Chandigarh Administration.

7. I have read and understood the terms and conditions of the scheme and shall abide by the same and the provisions of the Capital of Punjab (Development and Regulations) Act, 1952 as amended from time to time and rules framed thereunder.

8. I shall not part with the site allotted to me under the Scheme by way of sale or in any other manner.

9. I enclose herewith an affidavit, duly attested by an Executive Magistrate affirming all facts and conditions stated above and also indicating that I am eligible for the allotment of a site in Chandigarh under the scheme.

10. I also enclose my three pass-port size photographs attested by an Executive Magistrate.

11. I, therefore, request that I may be allotted a site under the scheme.

(Signature of the Applicant)(Name in Block Letters)....son ofFull Address.....Dated:Annexure 'B'AffidavitI,, son ofresident of, do solemnly affirm and declare as under:

1. That my age isyears. (Date of birth.....)

2. That I am carrying on the business of auto spare parts/auto repair work under the name and stylein the premises No./location, Sector....., Chandigarh continuously for the lastyears.

3. That I am running the business of auto spare parts/auto repair work (strike off whichever is not applicable) only at the above mentioned premises/location and at no other place in Chandigarh, Mohali, Panchkula either in the above mentioned name or in any other name/firm.

4. That I do not hold any commercial site/built up shop/booth in Chandigarh, Panchkula, Mohali either in my name or in the name of my spouse, or dependent children.

- 5. That neither I nor my spouse nor any of my dependent children was ever allotted any commercial site/built up shop/booth under any scheme floated by Chandigarh Administration in the past.**
- 6. That I am a registered licensee of the Excise and Taxation Department, Chandigarh Administration under the Punjab General Sales Tax Act, 1948 and Central Sales Tax Act, 1956 for two years prior to January, 1985 (for auto spare parts dealers only).**
- 7. That I shall abide by the terms and conditions as set out in the letter of intent/Allotment letter and the "Allotment of Site to auto spare part dealers and auto repairs mechanics on Lease hold Basis in Chandigarh, scheme, 1996,"**
- 8. That I shall abide by the provisions of the Capital of Punjab (Development and Regulations) Act, 1952, as amended from time to time and the rules framed thereunder.**
- 9. That I shall shift to the new site immediately on the issue of allotment letter.**
- 10. That I shall not part with the site allotted to me, either by way of sale or any other manner.**
- 11. That I shall use the site allotted to me under the scheme of 1996, only for running auto spare parts or auto repairs work and for no other trade under any circumstance.**
- 12. That if at any later stage, it is found that the allotment of site has been obtained fraudulently by furnishing false information or by suppressing material facts, the allotment shall be liable to be cancelled by the Estate Officer and I shall also be liable for prosecution.**

DeponentPlace: ChandigarhDated:-----VerificationI, the above named deponent do hereby verify that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.DeponentPlace: ChandigarhDated:-----