

Chandigarh Allotment of Plots in Sub-urban Sectors Rules, 1972

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Rule

CHANDIGARH-ALLOTMENT-OF-PLOTS-IN-SUB-URBAN-SECTORS-RULES of 1972

- Published on 10 February 1972
- Commenced on 10 February 1972
- [This is the version of this document from 10 February 1972.]
- [Note: The original publication document is not available and this content could not be verified.]

Chandigarh Allotment of Plots in Sub-urban Sectors Rules, 1972Published vide Chandigarh Administration Gazette (Extraordinary) dated 10.2.1972 Page 29No. U.T. 819/F5-72/2175 - The Chief Commissioner, Chandigarh is pleased to make the following rules for the allotment of plots in sub-urban Sectors in the Union Territory of Chandigarh, namely:-

1.

These rules may be called the Chandigarh Allotment of Plots in Sub-urban Sectors Rules, 1972.

2.

In these rules unless the context otherwise requires:-(a)"Agreement" means an agreement in Form "C" appended to these rules;(b)"allotment" means the grant by or on behalf of the Chandigarh Administration of the right to use and occupation of any plot to any person and the "allottee" shall be construed accordingly;(c)"Competent Authority" means the Estate Officer or any other officer to whom the powers and functions of the competent authority are entrusted by the Chief Administrator, Chandigarh.(d)"Sub-Urban Sector" means the area specified as such for the allotment of plots to the labourers by the Chief Administrator from time to time;(e)"Labourer" means a person who fulfils conditions prescribed in rule 4 of these rules.

3.

Subject to the control of the Chief Administrator, Chandigarh, the Competent Authority shall be

responsible for the maintenance and control of plots in the Sub-Urban sectors, the realization of rent, eviction of persons occupying such plots. The Competent Authority shall have powers -(a)to make allotment of plots;(b)to receive all payments of money under these rules;(c)to re-enter, retake or resume possession of any plot, whenever required or to order the removal of an unauthorised occupant of a plot;(d)to issue notices to the occupants of plots for and in connection with the recovery of rent, electric charges or any other duties, for ejectment, re-entry or retaking possession of the plots or for the breach of any other terms and conditions of the agreement by the allottees;(e)to prescribe forms or registers and rent receipt and other records which it considers necessary.

4.

The Competent Authority may allot a plot of 50 square yards in a Sub-Urban Sector to a labourer if -(a)he is an authorised lessee of the Chandigarh Administration in one of the existing Labour Court Colonies.Provided that :(i)his income from all sources does not exceed Rs. 200 per mensem;(ii)he has not sublet his present plot;(iii)he himself is residing in the site leased out to him;(iv)there is no arrears of rent outstanding against him;(v)he is not misusing the plot leased out to him;(vi)his lease has not been terminated for any reasons whatsoever;(vii)he has not already purchased a site in his own name or in the name of a member of his family in Chandigarh.(viii)he furnishes an affidavit affirming all the facts specified in clauses (i) to (vii) of this sub-rule on oath, and(ix)he surrenders the plot occupied by him in the existing Labour Colonies on allotment, or(b)he is a sub-lessee or an unauthorised occupant in one of the existing Labour Colonies or any other person provided that -(i)his income from all sources does not exceed Rs. 200 per mensem;(ii)he has been continuously living in one of existing Labour Colonies or in an unauthorised labour hut in Chandigarh for the last one year;(iii)he is engaged in one of the trades mentioned below:-

1. Cobbler;

2. Doctor/Hakim (duly registered);

3. Waterman;

4. Tailor;

5. Sewerage Labour;

6. Rickshaw Puller;

7. Balcksmith;

8. Plumber;

9. Electrician;

10. Barber;

11. Dhobi;

12. Painter;

13. Mali;

(iv)he has not been allotted any other Government accommodation in Chandigarh;(v)he has not purchased a site in his own name or in the name of a member of his family in Chandigarh;(vi)he furnishes an affidavit affirming all the facts specified in clauses (i) to (v) of this sub-rule; and(vii)he vacates the plot occupied by him in the existing Labour Colony or the unauthorised labour hut anywhere in Chandigarh.

5.

Application for allotment of plots shall be made to the Competent Authority in Form "A" appended to these rules.

6.

Allotment of plots shall be made in the order of the date of submission of applications.

7.

All allotments shall be entered in a register to be maintained for the purpose.

8.

The allotment orders shall be issued by the competent authority in Form "B" appended to these rules.

9.

Before taking possession of the plot, the allottee shall have to execute an agreement in Form "C" appended to these rules. Form "A" (See Rule 5) Application for allotment of a plot in a Sub-Urban Sector

1. Applicant's :

a. Full Name (in block letters) b. Father's name c. Present address d. Permanent address

2. Was the applicant's present accommodation provided by the Chandigarh Administration or by a lessee of this Administration, in the existing Labour Colony (in the later case give details of the lessee.)

3. Occupation of the applicant.

4. Total Income.

5. Date of application.

Signature of the applicant Form "B" (See Rule 8) Allotment Order Plot No. measuring at is allotted to Shri , son of resident of District on a monthly rent of, exclusive of electricity and other charges, on the conditions noted below. Competent Authority (Estate Officer) (Chandigarh Administration) Conditions

1. The allottee shall pay the rent and all other dues for each month on or before the 7th of the following months to the person(s) authorised by the competent authority, to receive the same.

2. The allottee shall not assign his right of tenancy and shall not sublet or otherwise transfer or part with possession of the plot or any part thereof.

3. The allottee shall construct a temporary building on the site strictly in accordance with the plan supplied by the Estate Officer.

4. The site shall be used and occupied for the purpose of residence only by the allottee and by the bona fide members of his family only and not otherwise.

5. The allottee shall keep the site in clean and sanitary condition.

6. The allottee shall not use the house in a manner as to cause any inconvenience or nuisance or annoyance to the adjoining houses or neighbours.

7. As soon as the allottee ceases to be a labourer, he shall vacate the site immediately, after sending an intimation of same in writing, to the competent authority.

Form "C"(See Rule 9)This deed of lease made on thisday of19..., between the President of India (hereinafter called the lessor) of the one part andson of(hereinafter called the lessee which expression shall include his lawful heirs, successors, legal representatives, assigns and transfers etc.) of the other part.WHEREAS the site No..... in Sub-Urban sectors (which is hereinafter called the said site) to be owned by the lessor in full proprietary rights;AND WHEREAS the lessor has agreed to grant the lessee temporary right of use and occupation of the said site;NOW, THEREFORE, this deed witnesses that the lessor hereby grants and conveys unto the lessee the lease of the said site subject to the exceptions, reservations, conditions and covenants hereinafter contained, and each of them namely:-(1)The lessee shall regularly pay monthly rent of Rs. ... in advance, on or before the 7th of each month to the Estate Officer.(2)For the due and faithful performance and observance of the terms and conditions of this lease deed by the lessee, the lessee shall deposit in advance ... months rent amounting to Rs.... as security with the Estate Officer.(3)In the event of breach or non-observance of any of the terms and conditions of this lease deed the Estate Officer may forfeit the security either in full or in part. The lessee shall pay all general and local taxes and cesses for the time being imposed or assessed on the said site by the competent authority.(4)The lessee shall construct a temporary building on the said site strictly in accordance with the plan supplied by the Estate Officer.(5)The lease shall be for the period from ... to ... The lessor shall be at liberty to terminate this lease by giving 15 days clear notice ending with the expiry of the month of tenancy.(6)In the even of non-payment of rent on the due date or breach or non-observance by the lessee of any of the covenants, herein on his part to be observed, it shall be lawful for the lessor notwithstanding the waiver of any previous cause or right for re-entry, to enter into and upon the said site or temporary structure thereon or any part thereof and to repossess, retain and enjoy the same as of his former estate and the lessee shall not be entitled to the refund of the lease money or any part thereof or any compensation whatsoever on account of such resumption.(7)On termination of the lease in accordance with clause 6 above, the lessor may, in addition to resumption of this plot, forfeit the whole or part of the security deposited by the lessee.(8)On the termination of the lease, the lessee shall remove temporary structure and deliver vacant possession of the plot to the lessor within a period of ... In the event of default by the lessee in removing the temporary structure, the lessor shall have the right to remove the material and recover the cost of removal from the lessee and dispose of the same without any liability.(9)The lessee shall be responsible for maintaining perfect cleanliness in and around the site.(10)The lessor may by his officers and servants at all reasonable times and reasonable manner, enter in and upon any part of the said site or building erected thereon for the purpose of ascertaining that the lessee is duly performing and observing covenants/conditions of these presents.(11)The lessor shall have full rights, power and authority at all times to do through his officers or his 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 therein contained and to recover from the lessee as a first charge upon the temporary structures on the site, the cost of doing all or any such acts and things and all costs incurred in connection therewith or any way relating thereto.(12)The site shall be used only for the purpose of residence and for no other purpose.(13)All the dispute and differences out of or in

any way touching this lease deed, whatsoever, shall be referred for decision to the sole arbitration of the Chief Administrator acting as such at the time of reference. The lessee shall have no objection to the arbitration by the Chief Administrator on the ground that he had to deal with the matters relating to this deed or that he had expressed his view on matters in dispute in the discharge of his duties as an officer of the Government. The award of the arbitrator shall be final and binding on the parties to this deed. The lessee shall not sublet or transfer the site to any other person. In witness whereof the parties hereto have hereunto respectively subscribed their names at the places and on the dates hereinafter in each case specified. In witness whereof the parties hereto have appended their respective signature hereunder on the dates respectively mentioned under their signatures. Witness - Lessee-(1) Name _____ Residence _____ For and on behalf of the President of India Occupation _____ (2) Name _____ Residence _____ Occupation _____ Lessor - _____