

Chandigarh Milk Colony Allotment of Sites Rules, 1975

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Rule

CHANDIGARH-MILK-COLONY-ALLOTMENT-OF-SITES-RULES-1975 of 1975

- Published on 6 December 1975
- Commenced on 6 December 1975
- [This is the version of this document from 6 December 1975.]
- [Note: The original publication document is not available and this content could not be verified.]

Chandigarh Milk Colony Allotment of Sites Rules, 1975Published Issued vide Notification issued No. 7263-UTF-(5)-75/19665 on 6th December, 1975 by the Chandigarh AdministrationNo. 7263-UTF-(5)-75/19665. - Whereas a number of persons are unauthorisedly keeping milch cattle and carrying on the business of dairying and thereby creating insanitary and unhygienic conditions.And whereas the land unlawfully occupied but such dairymen is required for purposes committed in the Master Plan;Now, therefore, in order to help in the resettlement of such dairymen and in the interest of sanitation and hygiene, the Chief Commissioner, Chandigarh, in exercise of the powers conferred by section 3 of the Capital of Punjab (Development and Regulation) Act, 1952, is pleased to make the following rules:-

1. Short title.

- These rules may be called the Chandigarh Milk Colony Allotment of Sites Rules, 1975.

2.

They shall come into force from the date of publication in the official Gazette.

3.

The Chandigarh Administration may demise sites at Sub-Urban Sector 2, near village Dhanas on lease for 30 years. Such lease may be given by allotment or otherwise in accordance with these rules.

4. Commencement and period of lease.

- The lease shall commence from the date of allotment and shall be for a period of 30 years. After the expiry of the said period of 30 years the lease may be renewed for such further period and on such terms and conditions as the Government may decide.

5.

The lessee shall furnish his complete and correct address to the Estate Officer and shall intimate in writing any change in such address.

6. Persons eligible for Allotment.

- (i) A person shall be eligible for allotment under this scheme if he has been keeping milch cattle in Chandigarh for at least one year immediately prior to the coming into force of this scheme and has been selling milk to the general public; and(ii)has at least five heads of cattle at the time of making an application for the allotment of site; or(iii)he is lessee of the Government in Milk Colony at village Dhanas on the date of the coming into force of these rules.

7. Procedure of Allotment.

(1)In case of allotment of site the intended lessee shall make an application to the Estate Officer in form 'A' together with an affidavit attested by Oath Commissioner or Magistrate 1st Class affirming all facts which make him eligible for allotment of a site.(2)No application under sub-rule (1) shall be valid unless it is accompanied by 10 per cent of the premium as earnest money either in cash or by demand draft drawn on any scheduled bank situated in Chandigarh in favour of Estate Officer, Chandigarh (hereinafter referred to the prescribed mode of payment).(3)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 behalf, allot a site as far as possible of the size applied for and shall intimate, by registered post, the number and approximate area of the site allotted to the applicant.(4)The applicant shall within 30 days of the date of the receipt of allotment order, deposit in the prescribed mode of payment, further 15 per cent of the premium. The remaining 75 per cent of the premium shall be paid as provided in the rule 10.(5)If the applicant fails to deposit 15 per cent of the premium under sub- rule (4) within 30 days of the receipt of the letter of allotment, the Estate Officer may forfeit the whole or part of the earnest money.

8. Delivery of possession.

- Actual possession of the site shall be delivered to the lessee on payment of 25 per cent of the premium in accordance with rule 7 (4).

9. Premium.

- The premium per square yard for the plot shall be Rs. 32.

10. Payment of premium and consequences of non-payment or late payment.

(1) In addition to payment of 25 per cent premium under rule 7, the remaining 75 per cent premium may be paid in lump sum within 30 days from the date of allotment without any interest. (2) If payment is not made in accordance with sub-rule (1) of this rule, the balance of the 75 per cent premium shall be paid in five annual equated instalments along with interest at the rate of 7 per cent per annum or at such higher rate of interest as may be fixed by the Chief Administrator by 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. (3) In case any instalment is not paid by lessee by the due date, the lessee shall be liable to pay instead of the interest referred to in rule 10 (2), interest at the rate of 12 per cent per annum on the amount remaining unpaid for the period of default. If the payment is not made within three months in all, from the date on which the instalment was originally due, the Estate Officer may cancel the lease and forfeit an amount not exceeding 10 per cent of the whole of the premium payable and the whole of the rent already paid in respect of the lease. (4) Each instalment shall be remitted to the Estate Officer by 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 date of the allotment. 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 particulars referred to in this rule.

11. Rent and consequences of Non-Payment.

- In addition to the premium in respect of site, the lessee shall pay rent as under - (i) Annual rent shall be 2½ per cent of the premium. (ii) Rent shall be payable annually on the due date without any demand from the Estate Officer. (iii) Provided that the Estate Officer may for good and sufficient reasons extend the time for payment of rent up to six months on the whole on further payment of additional 6 per cent per annum interest on the amount remaining unpaid from the due date up to the date of actual payment. (iv) If rent is not paid by the extended date, the lessee shall be liable to pay a penalty not exceeding 100 per cent 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 Regulation) Act, 1952, as amended by Act No. 17 of 1973.

12. Execution of Lease Deed.

(1) After payment of 25 per cent premium, the lessee shall execute a lease deed in form 'B' in such manner as may be directed by the Estate Officer within six months of the date of allotment or within such further period as the Estate Officer may, for good and sufficient reasons, allow. (2) If the lessee fails to execute a lease deed in accordance with sub-rule (1) of this rule, the Estate Officer may

cancel the lease and forfeit a sum up to 10 per cent of the whole of the premium payable :Provided that before taking action under sub-rule (2) of this rule, the Estate Officer shall afford a reasonable opportunity to the lessee of being heard.

13. Registration and Stamp Duty.

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

14. Time within which building is to be erected.

- The lessee shall complete the building within one year from the date of allotment in accordance with the plans approved by the Chief Administrator. This time limit may be extended by the Estate Officer for good and sufficient reasons. The date of completion will be the date of receipt of application for permission to occupy the building in form 'B' annexed in the Capital of Punjab (Development and Regulation) Building Rules, 1952, accompanied by a completion certificate from a licensed and registered Architect or Engineer who supervised the construction of the building provided the building is also certified to have been completed according to the plan approved by the Chief Administrator.

15. Time within which the present site of functioning is to be vacated.

- The lessee shall vacate his present site within six months from the date of allotment and shift to the new site in the milk colony within the aforesaid period failing which allotment may be cancelled and 10 per cent of the premium payable and all rent paid shall be forfeited.

16. Facility of Loan.

- The lessee may, with the previous permission in writing of the Estate Officer, raise loan for construction of permanent building on the site from any of the Scheduled Banks situated in Chandigarh and may for this purpose mortgage the superstructure on the site.

17.

Every lessee shall keep and maintain one manure pit of the size and design approved by the Chief Administrator wherein he shall dump cow-dung and other refuse.

18.

Every lessee shall pay premium at Rs. 32 per square yard besides annual rent at 2½ per cent of the premium for the manure-pit.

19. General conditions of Lease.

(1) Lease may be jointly taken by more than one person. The liability to pay the premium as well as the rent and any penalty imposed under these rules shall be joint and several. (2) The lessee shall not be entitled to sub-divide the site or to amalgamate it with any other site. (3) The lease shall be governed by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952, as amended from time to time and the rules made thereunder. (4) The lessee shall not be allowed to place empty packing cases, baskets, buckets, junk, fodder or cow-dung or any other material on the roof of the building or in the open site around it. (5) The lessee shall be responsible for maintaining perfect cleanliness in and around the site. (6) The allottee shall not use the plot in a manner as to cause any inconvenience or nuisance or annoyance to the lessees of adjoining plots. (7) The right of displaying advertisement on and of use of end walls of the end sites and the benefits derived therefrom shall vest in the Government. (8) The lessee shall be liable to pay all such fee or tax as may be levied by the Chandigarh Administration in respect of sites or buildings or both under any law. (9) The Government shall not be responsible for levelling the uneven sites or for filling in sites which are at lower level than the other sites. (10) The Estate Officer or any official authorised by him in writing shall be entitled at all reasonable times to enter and inspect the site or building with a view to ensuring that no provision of the Capital of Punjab (Development and Regulation) Act, 1952 or of the rules made thereunder including these rules is being violated. (11) (i) The lessee will not be entitled to transfer the site or the building except by way of mortgage to the bank as stated under rule 16 above, without the prior permission of the Estate Officer. Such permission shall not be given until the lessee has paid full premium and the rent due under the lease for the site unless in the opinion of the Estate Officer exceptional circumstances exist for the grant of such permission. (ii) Where transfer is allowed under sub-Rule (i) above 50 per cent of the unearned increased in the value, i.e. the difference between the premium and the market value of the site at the time of transfer shall be paid to the Government, before registering such sale or transfer. The market value of the site for this purpose shall be assessed by the Estate Officer or such other authority as may be prescribed by the Chief Administrator. The lessee shall be entitled to produce his evidence and of being heard. (12) The site shall be used only for the purpose of dairying and residence and for no other purpose. (13) No obnoxious trade shall be carried on in any site or building. (14) The Chief Administrator may in his absolute discretion prescribe such further conditions of lease as may be consistent with the provisions of the Capital of Punjab (Development and Regulation) Act, 1952, as amended from time to time in the letter of allotment and lease deed either generally or under any particular scheme. (15) Without prejudice to the remedies available under these rules, the Estate Officer may cancel the lease and forfeit 10 per cent of the premium payable in respect of the lease and ground rent paid by the lessee on the ground of default, breach or non-compliance of any of the provisions of these rules and terms and conditions of the lease : Provided that no order under this rule shall be made unless the lessee has been given a reasonable opportunity of being heard.

20.

Except as otherwise expressly provided in these rules the Chandigarh Leasehold of Sites and Building Rules, 1973, shall mutatis mutandis apply to leases made under these rules. Form

AApplication for allotment of a site in Milk ColonyToThe Estate Officer,Chandigarh
Administration,Chandigarh.Sir,I, _____ son/daughter/wife/widow
of _____ (in block letters) _____ request
that I may be allotted a site in the Milk Colony, Sub-Urban Sector 2, near Village Dhanas,
Chandigarh, on lease-hold basis.

2. I agree to pay the premium at the rate of Rs. 32 per square yard in the manner prescribed by the Chandigarh Administration, as also the ground rent at the rate of 2½ per cent of the premium every year.

3. I am eligible for allotment of a site on lease-hold basis.

4. My present address is as under _____

5. I am running a dairy at present at the following place

6. I have the following heads of milch cattle in my possession :-

(A)Buffaloes(B)Cows

7. I enclose herewith a demand draft No. _____ dated _____ for the amount of Rs. _____ equivalent to 10 per cent of the premium of the site to be obtained on lease-hold basis as earnest money, payable to the Estate Officer, Chandigarh Administration, Chandigarh, and payable at _____ Bank, Chandigarh.

Declaration

1. I, _____ son/wife/daughter of Shri _____ solemnly declare that the above information is true to my knowledge and belief and nothing has been concealed.

2. I do understand in clear terms that in case the information made available by me or any part thereof is found to be false, the allotment made in my favour shall be liable to be cancelled and in the event of cancellation, I shall have no claim whatsoever for damages, etc., against the Central Government or the Chandigarh Administration on this account.

3. I, _____, the above named, hereby declare that I have carefully read and understood the terms and conditions of the Chandigarh Allotment of Sites in Milk Colony Rules, 1975 and also the provisions of the Capital of Punjab (Development and Regulations) Act, 1952, as amended up to date and rules framed thereunder and do hereby agree to abide by them.

Yours faithfully
 Date _____
 (Signature of the applicant)
 Address for correspondence _____
 Verification I, _____
 _____ Tehsildar/Naib-Tehsildar, Chandigarh Administration,
 Chandigarh, visited the above site and found that Shri _____ son of _____
 _____ the applicant is having in his possession _____ Buffaloes
 _____ Cows _____ and he is a regular gowala functioning at _____
 _____ Naib Tehsildar
 Dated _____
 Chandigarh Administration, Chandigarh.
 Form _____
 B Chandigarh Administration
 Lease for thirty years
 This deed made this _____ day of _____ one thousand nine hundred and _____
BETWEEN THE PRESIDENT OF INDIA (hereinafter called the "Lessor") of the one part and Shri/Shrimati _____ (hereinafter called the "Lessee") of the other part.
WHEREAS the Lessee has applied to the Lessor for the grant of a lease of the plot of a land, belonging to the Lessor, hereinafter described, and the Lessor has on the faith of the statements and representations made by the Lessee accepted such application and has agreed to demise the said plot to the Lessee in the manner hereinafter appearing.
NOW THIS DEED WITNESSETH that in consideration of the premium of Rs. _____ (Rupees _____) to be paid in five equated yearly instalments together with interest at the rate of 7 per cent per annum from the date of issue of allotment letter apart from 25 per cent of the premium paid before the execution of these presents (the receipt whereof the Lessor hereby acknowledges) and of the rent hereinafter reserved and the covenants on the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto the Lessee **ALL THAT** plot of land being the residential-cum-Milk Dairy Plot No. _____ Sub-Sector _____ Sector _____ containing by measurement an area of _____ square yards/metres or thereabouts situated at _____ which plot is more particularly described in the plan filed in the office of Estate Officer, Chandigarh signed by the Estate Officer, Chandigarh on the _____ day of _____ one thousand nine hundred and _____ for 30 years from the date of allotment and thereafter to hold the same for such further period, if any, and on such terms and conditions as the Lessor may decide and **YIELDING AND PAYING** therefor yearly rent at the rate of 2½ per cent of the premium. The rent shall start accruing from the date of issue of allotment letter namely the _____ day of _____ one thousand nine hundred _____ shall become due on the first anniversary of the date of issue of letter of allotment and be payable by the 10th day of the following month. Subject always to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say as follows :-
I. The lessee shall pay premium at Rs. 32 per square yard P.A. for the manure pit in addition to premium of the site. The lessor accepts and reserves unto himself all mines, minerals, coals, gold-washing, earth oils and quarries in or under the plot and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and

enjoying the same without providing or leaving any vertical support for the surface of the plot or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

II. The Lessee for himself, heirs executors, and administrators and assigns covenants with the Lessor in the manner following that is to say :

(1) The Lessee shall pay without demand pay unto the Lessor the yearly rent hereby reserved along with premium for manure pit within the time hereinbefore appointed and in the manner laid down in the Chandigarh Milk Colony Allotment of Sites on Lease Hold Basis Rules, 1975.

(2) The Lessee shall not deviate in any manner from the lay-out plan nor alter the size of the plot whether by sub-division, amalgamation or otherwise.

(3) The Lessee shall, within a period of one year from the date of issue of allotment letter erect upon the plot in accordance with the plans supplied by the Chief Administrator and complete in substantial and workman-like manner residence-cum-cattle shed buildings with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan and to the satisfaction of the Estate Officer.

(4) (a) The Lessee shall not transfer or assign his rights in the site or the building except by way of mortgage to the bank as stated under rule 16 of the Chandigarh Milk Colony Allotment of Sites Rules, 1975 without the prior consent of the Estate Officer. Such permission shall not be given until the Lessee has paid full premium and rent due under the Lease for the site unless in the opinion of the Estate Officer exceptional circumstances exist for the grant of such permission and the proposed transferee undertakes to pay the balance of the premium and the rent in respect of the lease : Provided that in the event or the consent being given the Lessor shall be entitled to claim and recover 50 per cent of the unearned increase in the value i.e. the difference between the premium paid and the market value of the site at the time of transfer or assignment and the decision of the Lessor in respect of the market value shall, subject to the Chandigarh Milk Colony Allotment of Sites Rules, 1975, be final and binding.

(b) Notwithstanding anything contained in sub-clause (a) above the Lessee may, with the previous consent in writing of the Estate Officer mortgage or charge the superstructure on the plot in favour of the Central Government, State Government, Chandigarh Administration, Life Insurance Corporation of India or any Scheduled Bank for securing a loan to be advanced by them for constructing the building on the plot : Provided that, in the event of the sale or foreclosure of the mortgaged or charged property the Lessor shall be entitled to claim and recover fifty per cent of the unearned increase in the value of the plot as aforesaid and the amount of the Lessor's share of the said unearned increase shall be a first charge having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said plot shall be final and binding on all parties concerned : Provided further that the Lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting fifty per cent of the unearned increase as aforesaid.

(5) The lessor's right to the recovery of fifty per cent of unearned increase and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.

(6) Whenever the title of the Lessee in the plot is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefor.

(7) Whenever the title of the Lessee in the plot is transferred in any manner whatsoever the transferor and the transferee shall within three months of the transfer, give notice of such transfer in writing to the Lessor. In the event of the death of the Lessee, the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such

devolution to the Lessor. The transferee or the person on whom the title devolves, as the case may be, shall supply the Lessor certified copies of the document(s) evidencing the transfer or devolution. (8) Every Lessee shall keep and maintain one manure pit of the size and design approved by the Chief Administrator wherein he shall dump cowdung and other refuse of his trade. (9) The transferee shall not transfer the premises or enter into partnership in the business on the site. (10) The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which may at any time hereafter during the continuance of these Leases be assessed, charged or imposed upon the plot hereby demised or any buildings to be erected thereupon or on the landlord or tenant in respect thereof. (11) All arrears of rent and other payments due in respect of the plot thereby demised shall be recoverable in the same manner as arrears of land revenue. (12) The Lessee shall in all respects comply with and be bound by the Capital of Punjab (Development and Regulation) Act, 1952 as amended from time to time and the rules made thereunder. (13) The Lessee shall not without sanction or permission in writing of the proper authority erect any building or make any alteration or addition to such building on the plot. (14) The Lessee shall not without the written consent of the Lessor carry on, or permit to be carried on the plot or in any building thereon any trade of business, whatsoever or use the same or permit the same to be used for any purpose other than that mentioned in this lease deed or do or suffer to be done therein anything whatsoever which in the opinion of the Lessor may be a nuisance, annoyance, or disturbance to the Lessor and persons living in the neighbourhood. (15) The Lessee shall at all reasonable time grant access to the plot to the Estate Officer for being satisfied that the covenants and conditions contained herein have been and are being complied with. (16) The Lessee shall on the determination of this lease peaceably yield up the said plot in the same condition as the plot was at the commencement of this lease. (17) In the event of the lease of site being cancelled the lessee shall remove the structure at his own expense within such reasonable time not exceeding three months as may be prescribed by the Estate Officer and restore possession of the site in the condition in which he took the same at the commencement of the lease. If the lessee fails to remove the structure within the period mentioned above the Estate Officer shall be competent to remove the same and recover the expenses incurred in doing so from the person where lease had been cancelled or allot the site along with the structure and after deducting the market value of the site refund the balance to the lessee. The Estate Officer shall determine the market value and his decision shall be final. III. If the yearly rent hereby reserved or any part thereof shall at any time be in arrears and unpaid within the period hereinbefore mentioned the Lessee shall be liable to pay a penalty not exceeding 100 per cent (one hundred per cent) 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 Regulation) Act, 1952, as amended upto date, and if it is discovered that this lease has been obtained by suppression of any fact or by any mis-statement, misrepresentation or fraud or if there shall have been in the opinion of Lessor, whose decision shall be final, any breach by the Lessee of any of the covenants or conditions contained herein and on his part to be observed or performed, then and in any such case, it shall be lawful for the Lessor, notwithstanding the waiver of any previous cause or right for re-entry upon the plot hereby demised and the building thereon, to re-enter upon and take possession of the plot and the buildings and fixtures thereon, and thereupon this lease 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 them : Provided that notwithstanding anything contained herein to the contrary, the Lessor may without prejudice to his

right of re-entry as aforesaid and in his absolute discretion, waive or condone breaches, temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by him.IV. No forfeiture or re-entry shall be effected until the Lessor has served the Lessee a notice in writing :(a)specifying the particulars of the breach complained of, and(b)if the breach is capable of remedy, requiring the lessee to remedy the breach.and the Lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy; and in the event of forfeiture or re-entry the lessor may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.V. In the event of any question, dispute, or difference, arising under these presents or in connection therewith (except as to any matter the decision of which is specially provided by these presents) the same shall be referred to the sole arbitration of the Chief Administrator or any other person appointed by him. It will be no objection that the arbitrator is a Government servant, and that he has to deal with the matters to which the Lease relates, or that in the course of his duties as a Government servant he has expressed view on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and, binding on the parties. The arbitrator may, with the consent of the parties, enlarge the time, from time to time, for making and publishing the award.Subject as aforesaid, the Arbitration Act, 1940, and the Rules hereunder and any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause.VI. All notices, orders, directions, consents or approvals, to be given under this lease shall be in writing and shall be signed by such officer as may be authorised by the Chief Administrator and shall be considered as duly served upon the Lessor or any person claiming any right to the plot if the same shall have been affixed to any building or erection whether temporary or otherwise upon the plot or shall have been delivered at or sent by post to the then residence, office or place of business or usual or last known residence, office or place of business of the Lessee or such person.VII. All powers exercisable by the Lessor under this Lease may be exercised by the Chief Administrator. The Lessor may also authorise any other officer to exercise all or any of the powers exercisable by him under this Lease.VIII. In this Lease the expression Chief Administrator means the Chief Administrator for the time being or, in case his designation is changed or office is abolished, the officer who for the time being entrusted, whether or not in addition to other functions, with the functions, similar to those of the Chief Administrator by whatever designation such office may be called. The said expression shall further include such officer as may be designated by the Lessor to perform the functions of the Chief Administrator under this Lease.IX. The expressions "the Lessor" and "the Lessee", hereinbefore used shall where the context so admits include in the case of the Lessor his successors and assigns, and, the case of the Lessee his heirs, executors, administrators or legal representatives and the person or persons in whom the lease-hold interest hereby created shall for the time being be vested by assignment or otherwise.X. This Lease is granted under the Capital of Punjab (Development and Regulation) Act, 1952, as amended and Government Grants Act, 1895 (Act XV of 1895).IN WITNESS WHEREOF Shri _____ for and on behalf of and by the order and direction of the Lessor has hereunto set his hand and Shri/Smt. _____ the Lessee, has hereunto set his/her hand the day and year first above-written.Signed by Shri _____ for and on behalf of and by the order and direction of the President of India (Lessor) in the presence of :-LESSOR(1)Shri(Estate Officer)Signed by Sh./Smt.in the Presence of -LESSEE(1)Shri(2)Shri