

CHANDIGARH (SALE OF SITES & BUILDINGS) RULES, 1960

Chandigarh (Sale of Sites and Buildings) Rules, 1960

Interest shall be chargeable from the transferee as prescribed in sub-rule (I) above. (4) The Chief Administrator may, on compassionate grounds, in case of extreme hardship, for reasons to be recorded in writing, or waive off the amount of penalty in any case of surrender. COMMENTARY Surrender of plot — Penalty — Delayed demand notice — Demand for enhanced amount 5% instead of 2.5% raised after 2 years and 6 months of surrender of site— demand held to be arbitrary and illegal hence quashed - Daljit Singh v. Union Territory, Chandigarh, 2010(1) Haryana Law Reporter 513 - in CGSC of sale by auction [3. Conveyance deed for sale by auction. after making payment of the sale price specified in rule 6 and IO, the transferee shall execute the deed of conveyance in Form "B" or as the case may be, in such manner as may be directed by the Estate Officer. Conveyance Deed for Sale by Allotment. — In case of sale by allotment after making payment of the sale price as specified in sub-rule (4) of rule 5, the transferee shall execute the deed of conveyance in Form "D" or "E" as the case may be, in such manner as may be directed by the Estate officer.] *18-B. Conveyance Deed for sale by Hire Purchase Agreement - in case of sale by hire purchase agreement, after the instalments of rent together with interest due thereon has been fully paid under rule 11-A and amount payable under rule 11-C has also been paid; the transferee shall execute the deed of conveyance in Form "D" or "E" as the case may be, in such manner as may be directed by the Estate Officer.] J 18-C. Notwithstanding anything contained in the letter of allotment/conveyance deed imposing a ban on the transfer of site/building or the lease may be, or any right, title or interest therein before the stipulated period, the Estate Officer may grant permission to the transfer by way of sale gift, mortgage or otherwise of the Site, building or any right, title or interest therein, after transferee has paid full price of the site/building and in the opinion of the Estate Officer special circumstances exist for the grant of such permission. This will be applicable to all categories of sites/buildings sold by allotment/hire purchase, or on concessional rates. In the case of transfer by the original transferee (allottee) by way of sale/ gift/mortgage or otherwise of the site or any right, title or interest therein, 1/3rd of the unearned increase in the value i.e. the difference between the price paid [by the original transferee] and the market value of the site/building at the time of permission of transfer shall be paid to the Government before registering such sale or transfer. The market value of the property for this purpose shall be assessed by the Estate Officer or such other authority as may be prescribed by the Chief Administrator and the transferee shall be entitled to produce his evidence and of being heard: Provided that 1/3rd of the unearned increase in the value will not be charged if a mortgage or charge of a site/building is created with the previous consent in writing of the Estate Officer, in favour of the Central Government, State Government, Chandigarh Administration, Life Insurance Corporation of India or any I. Substituted for Rule; 8 vide Chd. Notification dated 1.7.1969 2. Inserted vide Chd. Notification No. UT 492+2-72/2488 dated 11.2.1972 J. Inserted vide Chd. Gaz. (Extra) Notification dated 9.2.1979 page 79 vide Chd. Notification No. 24/4/1-UTF1(3Y2002/1323 dated 14.2.2002 page 747 Chandigarh (Sale of Sites and Buildings) Rules, 1960 113 Misuse of premises — Resumption — Petitioner built shop-cum-flat as allotted site — First and second floor of SCF were rented to tenant with clear terms that he would not use the building except for residential purpose Tenant without any permission of petitioner started classes of school/college in violation of terms of agreement of tenancy — Misuse of premises was beyond control of petitioner — At present, there is no misuse of premises — in these circumstances, order of resumption of site set aside — However, respondent is at liberty to recover misuse charges from petitioner, if permitted by law - Paramjit Kaur Kang v. The Adviser to the Administrator, Union Territory, Chandigarh, 2014(2) Haryana Reporter 294 D.B

10. Instalments.- [Section 3 (2)]. - Where the transferee in case of sale by allotment intends to pay the sale price in instalments, the balance of sale price together with interest thereon at the rate of 10% (ten percent) per annum shall be payable in three equated annual instalments or in six half yearly instalments, at the option of the transferee, The first instalment shall be payable after the expiry of one year from the due date of payment under rule 5 or within 30 days from the date of auction under rule 6. as the case may be.] (2) Each instalment shall be remitted to the Estate Officer, 3[either in cash or by demand draft] payable to due Estate Officer and drawn on any Scheduled Bank situated in Chandigarh or at any other place specified by the Estate officer Every such remittance shall be accompanied by a letter showing full

particulars of the site or building to which the payment pertains or a statement giving reference to the number and date of the allotment letter issued under rule 5. In the absence of these particulars, the amount remitted shall be deemed to have been received and the remitter will be asked in writing to supply correct information within two months of the intimation having been sent to him and no action shall be taken against such a remitter under 4 [Section 8-A] of the Act, if he sends correct information within a period of two months and can prove that he had sent his instalment in due time. 5[Provided that in cases of sale of sites by allotment, the '(Central Government)] may for reasons of growth and development of Chandigarh increase the number of instalments for the payment of balance of sale price (Other than 25 per cent received along with the application for allotment) from three to five and the period of their payment from three to five years'. 7[Explanation. - For the purpose of these rules, the prescribed rate of interest in all cases shall be compounded annually.] In case any equated instalment under sub-rule (1) or balance amount or the premium payable under rule 6 or part thereof, is not paid by the transferee by the date on which it became payable he shall be liable to pay in respect of that instalment or balance amount of premium or part thereof, as the case may be, interest calculated at the rate of twenty percent per annum from the 1. Added vide Chd. Notification No. 50/10/63-UTFI (5)-2002/5232 dated 5-6-2002 2. The word "or auction" omitted by Chd. No. dated 9.12.2004 at page 1332 3. Substituted vide Chd. Notification No. 50/10/63-UTFI (5)-2002/5232 dated 5-6-2002 at page 1 4. Substituted for 'section 9' vide Chd. Notification No. 50/10/63-UTFI (5)-2002/5232 dated 5-6-2002 at page 1 5. Added vide Chd. Notification No. 50/10/63-UTFI (5)-2002/5232 dated 5-6-2002 at page 1 6. See Pb. Reorganisation Chd. Adaptation of Laws Order, 1968 7. Added Chd. Notification No. 50/10/63-UTFI (5)-2002/5232 dated 5-6-2002 at page 1

Chandigarh (Sale of Sites and Buildings) Rules, 1960 COMMENTARY Allotment — Premises were allotted for semi-industrial purpose i.e. for running an Atta Chakki - Allottees, petitioners started selling Kaayana goods in the premises - Other allottees of the locality were also using the premises for general trade against whom no action was taken by the Administration - Order of forfeiture and resumption of site for change of user, suffers from illegality and is violative of Art. 14 of the Constitution - Order of resumption set aside - *Ashawani Kumar v. Chandigarh Administration*, 1994 H.R.R. 157, Forfeiture - Penalties - Once the order of resumption of site is set aside by the Administration Authorities, the order of forfeiture of 10% of the premium also becomes inoperative - petitioner could not be asked to pay this amount - Once the lease is restored, the order of forfeiture could not stand - Amount of Rs. 35,287/- paid by the petitioner ordered to be refunded forthwith — *M/s. Goya and Company v. Union Territory, Chandigarh*, 1992 HRR 368. — Petitioner failed to pay instalments of the leased plot in time - Order of forfeiture of price and cancellation of lease was passed by the officer - The order was challenged before the Chief Administrator who directed the restoration of the lease of site subject to the payment of lease amount within 30 days - Petitioner failed to deposit the amount as stipulated - She rather entered into an agreement for the sale of the plot - Entire exercise on the part of the petitioner is an attempt to profiteer as there is great escalation in the prices - Relief declined to the petitioner in the circumstances of the case - *Sarla Sachdeva The Estate Officer, Union Chandigarh and others*, 1994 HRR 79. Resumption - Provision of S. 8-A and Rule I I-D are meant to misusers ensure that the property is used for the purpose for which it has been given to the person - A residential property should be used for the purpose of residential only and if it is misused in any other way there is a violation of the condition of sale Property can be lost by way of resumption - The provisions are not violative of Articles 14, 19 & 21 - *Dr. A.P. Sanwariya v. Union of India*, 1996 HRR 504 D.B. Resumption — Order of resumption of the residential house owned by the petitioner was passed by the Estate Officer, Chandigarh as the house was being misused as a Commercial Guest House - Appeal against the impugned order was dismissed in 1979 and the order had become final - Request for restoration of the house in the name of the petitioner cannot be accepted after a lapse of considerable period of 13 years when such application should be filed within 6 months under Rule I I-D Sub (5) of the Rules, 1960 - *Major Babu Singh Bains v. Union of India*, 1994 HRR 155 DB. Subsequently this judgment was upheld by Hon'ble Supreme Court - See 1996 H.R.R. 511 S.C. Resumption of plot - The petitioner had failed to pay the amounts due as per the terms of allotment - The Estate Officer validly passed the Order of resumption of plot and forfeiture - It was merely as a measure of concession that the said order was set aside by the revisional authority subject to the petitioner paying the outstanding due and an amount equal to the forfeiture imposed by the Estate Officer - Order of forfeiture has clearly to be held valid and legal - Petitioner whose penalty was waived cannot claim that order of forfeiture also should be

set aside - Relief declined - Ashok Kumar v. Union of India, 1993 HRR 640. —The building in dispute, had already been constructed when the order of resumption was passed by the authorities - Requirement of law stand fulfilled by the petitioner - There is no justification for ordering the resumption of plot 1. by Citd. Gaz. Notification No. dated 31.1.2007 at page t 71 116 Chandigarh (Sale of Sites and Buildings) Rules, 1960 - Submitting of a revised plan is sufficient to meet the requirement of law - Order of resumption set aside - in other words, supposing a person had got sanctioned a Plan for a double storey house but he completes only one storey and can get occupation certificate just by submitting revised plan for the single storey ; in that eventuality the site should not be resumed - Kehar Singh v. The Chief Commissioner, U. T Chandigarh and others • 1994 HRR 84. —Order of resumption of the residential house owned by the petitioner was passed by the Estate Officer, Chandigarh as the house was being misused as a Commercial Guest House - Appeal against the impugned order was dismissed in 1979 and the order had become final - Request for retransfer of the house in the name of the petitioner cannot be accepted after a lapse of considerable period of 13 years When such application should be filed within 6 months under Rule 11-D sub rule (5) of the Rules, 1960 - Major Babit Singh Bains (Reid.) v. Union of India 1994 HRR 155 D.B. —interest on sale price - The petitioner paid the amount of instalment within the period allowed by the notice issued to the petitioner for depositing the amount - bank draft sent by the petitioner was not encashed by the Administration - not liable to pay interest on the amount - He is liable to pay interest only on the PCC when the payment or instalment had become due on account of late payment - Gf - Kuln•on, Pal u Union of India, 1993 HRR 203. Scope Retransfer of resumed site - The Estate Officer has discretionary power to retransfer resumed site to the outgoing transferee - But such discretion can be exercised only when demand of outgoing transfer is genuine and bona fide - Estate Officer has to satisfy, before such criteria laid down under the Rules Chandigarh Administration v. Johnson Paints and Varnish Company, 1996 HRR 509 S.C. 12 • which Building is to be erected. - [Section 22 (2) - case of sale of site, the transferee shall complete the building within five years from the date of issue of allotment order, in accordance with the rules the erection of buildings, unless otherwise it is mutually agreed upon that the constructions shall be completed within any period less than five years. This time limit may be extended by the Estate Officer if he is satisfied that the failure to complete the building within the said five years, or the period mutually agreed upon, was due to causes beyond the control of the transferee. 1 [The date of completion of building shall be date as prescribed or such earlier date as may be determined by the Chief Administrator in terms of Rule 18-A of the Punjab Capital (Development and Regulation) Buildings Rules, 1952.] 2 [Provided that no extension in time limit beyond 5 years shall be granted by the Estate Officer unless the transferee pays the extension fee as prescribed by the Chandigarh Administration from time to time.] (the transferees, who could not complete the building within the extended period of three years on the payment of prescribed extension fee may be given an opportunity to complete the building by the 2nd of September, 1995, on the extension Rs. 10 per sq. metre for residential, industrial and other category of sites and at Rs. 20 per square metre for commercial sites, by the Estate Officer, keeping in view the merits of the case.) vide Clid. Notification No. 50/10/63-UTFI (5).2002/5232 dated 5.6.2002 at page 1 591 2. Substituted by Chd, Notification No- 50/ dated 5.6.2002 page t 59 t 3. Inserted 'Yidg Clid. Admn. Gaz. (Extra) Notification dated 13.6.1995 page 35 Chandigarh (Sale of Sites and Buildings) Rules, 1960 117 1 {The transferees, who could not complete the building within the extended period upto the 2nd of September, 1995 may be given another opportunity to complete the building by the 2nd of September, 1997, on the payment of Rs. 20 per square metre and Rs. 40 per square metre for the fifth and sixth years of extension respectively for residential and other categories of sites and Rs. 40 per square metre and Rs. 80 per square metre for commercial and industrial sites by the Estate Officer, keeping in view the merits of the case.} 2 {The transferees who could not complete the building within the extended period upto the 2nd of September, 1997 may be given another opportunity to complete the building by the 31st of December, 1998, on the payment of Rs. 50 per square metre for residential, institutional and other categories of sites and @ Rs. [] per square metre for commercial and industrial sites, by the Estate Officer, Union Territory, Chandigarh keeping in view the merits of the case.} [The transferees, who could not complete the building within the extended period up to 31st December, 1998, may be given another opportunity to complete the building by the 31st December, 1999, on the payment of Rs. 60 per Square metre for residential, institutional and other categories of sites and *Rs. 120 per square metre for commercial and industrial sites, by the Estate Officer, Union Territory, Chandigarh,

keeping in view the merits of the case.] \$ [The transferees, who could not complete the building within the extended period up to 31st December, 1999, may be given another opportunity to complete building by the 31st March, 2001, on payment of extension fee @ Rs. 70 per Square metre for residential* institutional and other categories of sites and by the 31st December, 2000, on payment @ Rs. 140 per square metre for commercial and industrial sites, by the Estate Officer, Union Territory, Chandigarh* keeping in view the merits of the case.] s [The transferees, who could not complete the building within the extended period up to the 31st March, 2001, may be given another opportunity to complete the building by the 31st March, 2002, on the payment of extension fee @ Rs. 80 per Square metre for residential, institutional and other categories of sites and by the 31st December, 2001 on payment @ Rs. 160 per square metre for commercial and industrial sites, by the Estate Officer, Union Territory, Chandigarh, keeping in view the merits of the case.] SC The transferees, not completing the building within the extended period upto 31st March, 2002, may be given another opportunity to complete the same by 31st March, 2003, on payment of extension @ Rs. 80 per square meter for residential, institutional and other categories of sites and by 31st December, 2002 on payment of extension fee @ Rs. 160 per square meter for commercial and industrial sites, by the Estate Officer, Union Territory, Chandigarh, keeping in view the merits of the case. The extension fee shall be charged on half yearly basis as per the rates prescribed as under : Category of Sites Residential, Institutional & other categories of sites I. Inserted vide Chd. Admn

2. Inserted vide Chd. Admn, Gaz. Inserted vide Chd. Admn. Gaz 4. Inserted vide Chd. Admn. S. Inserted, vide C.t.d. Admn. v.. Cod. A(hnn. Period -4-2002 to 30-9-2002 1-10-2002 to 31-3-2003 Fee Rs. 40 per sq. Metre Rs. 40 per sq. Metre 3. Gaz. (Extra) Notification dated 17.1.1996 Extra) Notification dated 1.9.1997 at page 955 Extra Notification dated 21.1.1999 at page 87 Gaz (Extra) Notification dated 27.12.1999 Gaz. (Extra Notification dated 15.1.2001 Gaz. (Extra,) Notification dated 1.2.2002 fit page 250 20 Chandigarh (Sale of Sites and Buildings) 1960 Inserted vide Chd. Admn. — 322M. — ob — trade shall be in any site or building the provision in 16 — TSection 8 O 22 62) — I) appeal against an order of Section 8 — A-J all be to Superintendent of the Q) F Chief Executive Officer or such other officer as he appoint this either by the appellant his agent or by registered post addressed to the said Officer it shall give the date of the order appealed against* set concisely the grounds of appeal and be by a certified copy of the order. (2) The order of appeal shall be signed by the appellant or his agent and shall be with a court of- 1 - (3) The Chief Admn shall a date hearing the appeal — I) or his agent- 17- — — o the foregoing rule shall apply to every application for revision or order passed by the — Petitioner given in lease in respect booth in d — Lease by Estate that the lessee sub-let the to another person brought to record Eo 1 he _ case of sub-letting Not an iota of order of cancel I at ion quashed A—fzzkhtiar Singh v- Chhazndigezrh* 99 5 252 D.B- u -of plot — — Application For real of-plot E wed resurruption — Estate passed order holding that applicant was pay charges — Chief Executive Officer rejected the revision as being not warranted on account lack — ities — order set aside — Case to decide the in view of issue of retransfer charges — v- Chandigarh. 2004(1) .38 — * lege a 1 'zyr-ud at the rate Rs- 10/— per sq- yd- in addition _to ground rent Rs- 00/— per acre per — It after _period 16 years that price error a pet i — tioner by i _r istr-ator — o F the respondent be susta — is provision per-rationing the order — AIR 987 SC 2 86 — A-fan arguing Socie Cc»ZZege 1994 but this judgment reversed by Hon'ble Court — 1996 60 S -C- 18 — -For" — TSecZion 22 (2) — The notice under rule 1 shall be in writing be an or a group or individuals. either personally or by post Or by a FExing it a conspicuous part OF the building or site or by beat d ru_n vide Ct. d _ (E: -t-a) 976 Gaz. 4.6- 976 16-7 Chandigarh (Sale of Sites and Buildings) Rules, 1960 FORM A [See Rule 5 (1) Application for the purchase of a Building site / Building in Chandigarh. 121 To The Estate Officer, Capital Project, Chandigarh sir, building. "Me constituting a group... ing as stated below in Chandigarh : - request that I/we may be sold the site/sites/building/build-Sector.....-.....Size of site in Marias or Kanals .description of Building or building, site No- of 2. I/We am/are *displaced person/persons, and enclose here not neces- with affidavit to this effect duly attested by a s ary Oath Commissioner. I/We do not own house/houses India. in 3. Enclosed herewith is the amount equivalent to 10 per cent of the price of (site/sites) detailed in para I above, as earnest money, in the the form of Demand Draft payable to the Estate Officer and drawn Bank situated at on 4. My/Our profession/professions is/are 5. ** I/ We will pay the price in lump sum as prescribed alternative instalments. 1101 6. r/ WC have read and understood the terms and conditions on which the site/sites of building/buildings are to be sold and I/ We agree to abide by all these conditions as well as the Rules made

under the Capital of Punjab (Development and Regulation) Act, 1952. 7. I/ We have/have not been allotted any site/building in Chandigarh so far. Dated : Signature(s) Name(s) IN BLOCK LETTER (Address) 21FORM "AA" (See Rule 6 C (1) Application for hiring of a building site/building in Chandigarh under hire purchase agreement To The Estate Officer, Chandigarh Administration. Sir. 1/We request that I/We may be allotted on hire-purchase basis the building site/building as stated below in Chandigarh. t. The 'tvord "Cheque*" omitted vide Chd. Gaz (Extra) Notification dated 14.6.1976 page 1 67 2. Inserted vide Chd. Notification No. 492-F2-72-2488 dated 17.2.1972 122 Sector Chandigarh (Sale of Sites and Buildings) Rules, 1960 Size of site in Marlas or description of building 2. I/We enclose the bona fide- Number of site or building and enclose herewith affidavit (to this effect duly attested by a Magistrate of First Class. I/ We do not own any commercial site/building in Chandigarh in my/our own name or in the name of any member of my / our family

3. Enclosed herewith is the amount of Rs.. as earnest money, in the form of Demand Draft payable to the Estate Officer and drawn Bank situated at. 4, My/Our profession (s) is/are 5. I/We will pay the rent in prescribed instalments. 6. I/We have read and understood the terms and conditions on which the site(s) building(s) are to be given on hire and I/ We agree to abide by all these conditions-as well as the rules made under the Capital of Punjab (Development and Regulation) Act, 1952 Dated : Signature(s) (In Block Letters) Name(s) Address IIFORM "AAA" (See Rule 6-D) Hire-Purchase Agreement for giving a site/building on hire. This agreement is made on day of between the President of India (hereinafter called the owner) of the one part and person of in the district of (hereinafter Shri called the hirer) of the other part : Whereas the site/building described in the Schedule hereto annexed (hereinafter called the said site/building) and intended to be hereby given on hire is owner in full proprietary rights", And whereas the owner has agreed to give the said site/building on hire : And whereas the hirer has agreed to hire the said site/building ; Now, therefore, this deed witnesses as follows : - 1, The owner hereby demises to the hirer the said site / building to be held the same by the hirer, subject to exceptions, reservation, conditions and covenants hereinafter contained in each of them

2. The hirer shall be governed by the provisions of the Capital of Punjab (Development and Regulations) Act, 1952, and the rules made thereunder from time to time

3. The hirer has paid a sum of Rs. as the first instalment of the hire for the month commencing on in advance on the date of this agreement (the receipt whereof the owner hereby acknowledges). (This hirer shall hereinafter per month continuously and punctually on or before pay a sum of t, Inserted vide Cld. Notification No. UT- 492-10-72/2488 dated 17.2.1972 128 Chandigarh (Sale of Sites and Buildings) Rules, 1960 thereof and to repossess retain and enjoy the same as to his former estate and the transferee 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. (1 1) In the event of any dispute or difference at any time arising between the vendor and the transferee as to the true intent and meaning of these presents, and of each and every provision thereof, the property and rights hereby reserved or of them, or in any manner incidental or relating thereto, the said dispute or difference shall be referred to the Chief Administrator, whose decision thereon shall be final and binding on the parties hereto. If and so long as the transferee 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 transferee in full and peaceful enjoyment of the right and privileges herein and hereby conveyed and assured. And it is hereby agreed and declared that unless a different meaning shall appear from the context - (a) the expressions "Chief Administrator" and "Estate Officer" shall mean the officers so appointed by the Central Government, under the provisions of the Capital of Punjab (Development and Regulation) Act, 1952: (b) the expression 'Vendor' used in these presents shall include in addition to the President of India, the Central Government, and in relation to anything, or anything contained in or arising out of these presents, every person duly authorised to act or to represent the Central Government in respect of such matter or thing ; (c) the expression "transferee" used in these presents shall include, in addition to the said. his lawful heirs (permitted), successors, representatives, assignees, transferee, lessees, and any person or persons in occupation of the said site or building erected thereon with the permission of the Estate Officer. In witness whereof the parties hereto have hereunder respectively subscribed their names at the places and on the dates hereinafter in each case specified at day of.... the presence of: - Witnesses : - Name Residence Occupation before the Estate Officer Name Residence Occupation Signed by the said . on the

(Transferee)..... 19 (Signature) (Signature) One of these witnesses must be a Magistrate (with his Court seal) if the deed is not executed Signed by, for and on behalf of the President of India and setting under his authority at Chandigarh, the day of... In the presence of- Witnesses - Name Residence Occupation Name Residence Occupation (Deputy Commissioner-cum-Estate Officer) (Signature) (Signature) Chandigarh (Sale of Sites and Buildings) Rules, 1960 133 vendor and a period of) from the date of completion of the construction on the said site, has expired (C). (2) The Vendor reserves to himself all mines and minerals whatsoever in or under the said site 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 time and in such manner as the Vendor shall think fit, with power to carry

(Transferee)..... 19 (Signature) (Signature) One of these witnesses must be a Magistrate (with his Court seal) if the deed is not executed Signed by, for and on behalf of the President of India and setting under his authority at Chandigarh, the day of... In the presence of- Witnesses - Name Residence Occupation Name Residence Occupation (Deputy Commissioner-cum-Estate Officer) (Signature) (Signature) Chandigarh (Sale of Sites and Buildings) Rules, 1960 129 Name Residence Occupation Name Residence Occupation (Signature) (Signature) IIFORM (See Rule 8) Deed of Conveyance of site and the building erected thereon sold by Auction to be used as building for Residential / Commercial purposes in Chandigarh. between the President of India (hereinafter called the Vendor) of the one part and son (hereinafter called transferee) of the .. in the district of.... of other part : Whereas the site and the building erected thereon hereinafter described and intended to be hereby conveyed was owned by the vendor in full proprietary right ; And whereas the Central Government has sanctioned the sale of the site and the building erected thereon to the transferee in consideration of the sum of .) for using the same exclusively (Rupees Rs. . (State here residence or trade* as the case may be) ; for And whereas the transferee has Paid the sum/agreed to pay (being the purchase money , (Rupees) . 2[Now, therefore, this indenture witnesseth that for the purpose of carrying into effect the said rule and in consideration of the covenants of the transferee hereunder contained and Of the said sum of Rs.) paid by the (Rupees (the receipt of which the vendor hereby acknowledges) and the undertaking of the transferee to pay the balance with 10 (ten) percent per annum interest calculated from the date of auction in three equated yearly instalments or six equated half yearly instalments, as the case may be, the first instalment being payable on the vendor hereby grants the whole day of 200 and conveys or parcel of site Section Street/Shopping No, No and more particular area unsquare yards formerly described in the plans filed in the office of the Estate Officer signed by the day of Estate Officer aforesaid and dated the 200 To have and to hold the same unto and to the use of the transferee subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them, that is to say : - (1) (a) The transferee enjoy the right of possession and enjoyment so long as he (A) continues paying his instalments on the due dates or such extended time, as the Estate Officer may allow in writing and otherwise (B) abides by the terms and conditions of sale. (b) The vendor shall have a first and paramount charge over the said site for the unpaid portion of the purchase price, and save with the sanction of the Estate Officer. Substituted vide Chd, Notification No, OT 3584-F2-69/8092 dated 1.7.1969 2. Substituted vide Chd. Notification No- 50/ ; 0/63-U*IFI (5)-2002/5232 dt. 5.6-2002 at page 1 591 A to D Government paid Chandigarh (Sale of Sites and Buildings) Rules, 1960 131 If and so long as the transferee 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 transferee in full and peaceful enjoyment of the right and privileges herein and hereby conveyed and assured. And it is hereby agreed and declared that unless a different meaning shall appear from the context - (a) the expressions "Chief Administrator" and "Estate Officer" shall mean the officers so appointed by the Central Government, under the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 ; (b) the expression "Vendor" used in these presents shall include in addition to the President of India, the Central Government, 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 Central Government in respect of such matter or thing ; (c) the expression "transferee" used in these presents shall include, in his lawful heirs (permitted), successors, addition to the said representatives, assignees, transferee, lessees, and any person or persons in occupation of the said site or building erected thereon with the permission Of the Estate Officer. • In witness whereof the parties hereto have hereunder respectively subscribed their names at the places and on the dates hereinafter in each case specified. at. (in the presence of: - Name Residence Occupation Name Residence Occupation on the day of (Signature) (Signature) Signed by the said 19 (Transferee) One of these witnesses must be a Magistrate (with his Court seat) if the deed is not executed before the Estate Officer Signed by, for and on behalf of the President of India and setting under his authority at Chandigarh, the day of... In the presence of- Witnesses - Name Residence Occupation Name Residence Occupation (Deputy Commissioner-cum-Estate Officer) (Signature) (Signature) Chandigarh (Sale of Sites and Buildings) Rules, 1960 133 vendor and a period of) from the date of completion of the construction on the said site, has expired (C). (2) The Vendor reserves to himself all mines and minerals whatsoever in or under the said site 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 time and in such manner as the Vendor shall think fit, with power to carry

out any surface or any part underground workings, and to let down the surface of all or any part of the said site and to sink pits, erect building, construct lines and generally appropriate and use the surface of the said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exception and reservation hereinafter contained : Provided that the transferee shall be entitled to receive from the Vendor such payment for the occupation by him of the surface and for the damage done to the surface or to the buildings on the said site by such works or workings or letting down as may be agreed upon between the Vendor and the transferee or failing such agreement as shall be ascertained by reference to arbitration. The transferee shall pay at the general and local tax, cesses or rates for the time being imposed or assessed on the said site by competent authority, from the date of auction (4) The transferee shall within... State here House, Shop, Factory, the construction Temple, Sarai, School, etc., as the case may be) on the said site in accordance with the Punjab Capital (Development and Regulation) Buildings Rules, 1952 : Provided that the time limit under this clause may be extended by the Estate Officer, if he is satisfied that the failure to complete the building within the said time was due to some causes beyond the control of the transferee. (5) The transferee may, before the erection of the permanent building is commenced or completed, pitch a tent or erect temporary sheds of Kacha Building for the purpose of erecting a building on the said site. (6) Except for the purpose of constructing a building or laying a garden in accordance with the rules made under the Capital of Punjab (Development and Regulation) Act, 1952, the transferee shall not dig or cause to be dug any pit upon said sites till price has been paid, (7) The Vendor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours notice in writing, enter in and upon any part of the said site or building erected thereon for the purposes of ascertaining that the transferee has duly performed and observed the covenants and conditions to be performed and observed by him under these presents. (3) The vendor has right, power and authority at 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 reservations herein contained and to recover from the transferee as a first charge upon the said site the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto. (9) The transferee shall accept and obey all the rules and orders made or issued under the Capital of Punjab (Development and Regulation) Act, 1952. (9-A) In consideration of the Vendor having allotted the said site to the transferee at a concessional price of rupees squared yard the transferee undertakes to refrain, except with the previous permission in writing of the Estate Officer, from the sale of the site by him upto the end of year 1969 till full price paid. The words "10 years" omitted vide Notification dated 2.2.1972 Chandigarh (Sale of Sites and Buildings) Rules, 1960 135 Res i Occupation (S i gna tu re) Signed by, a declaration of the President of India and setting under his authority at the... Gay Officer. 19. presence of — "Y i t n e s s e s — Res c O c c u p a t i o n i d e n c e O c c u p a t i o n (Deputy Chief Officer) CS signat ure) S i g n a t u (See Rule 8-A and 8-B) Of Conveyance of site the building erected sold 2 [by t/ hire p LI rchase to be used as building for residential purposes in Chandigarh] - day of. 19, the President This I on the. - Iridia (here called C C the Vendor") of one part and. son i • 1 The district call the the other VWhereas site and building described and intended to be hereby conveyed was owned by the in full proprietary right And the Government has sanctioned the sale of the site to transferee in consideration of the Of Rs. for using the same exclusively as case be) the transferee has agreed to pay - (State residence or trade, -) being the purchase therefore, this indenture witnesses that For the purposes of carrying into effect the said sale and in consideration of the covenants of the transferee paid by hereunder contained and of the sum of Rs.. the transferee (CA) as and the undertaking of the transferee to pay __) interest at 6 per cent per the sum of Rs----- (Rupees----- - - calculated the date of issue of allotment letter in three equated yearly instalments» the first instalment being payable on the 10th day of.... 1 ..(B) the Vendor hereby grants and conveys unto the transferee a 11 that piece or parcel of Street site Shopping Centre to 13 it- price paid vide Chd. Notification No. 3584-172-69/3902 u 969 2- Sub-LiLuLed t or • • by al vide Chd_ Notification No _ [J -r 492 area in square dated 27-2- 1972 136 yards... Chandigarh (Sale of Sites and Buildings) Rules, 1960 .. -----and more particularly described in the plans filed in the office of the Estate Officer signed by the Estate Officer aforesaid and dated the.---day of. 19, (hereinafter called the said building for the aforesaid purpose. To have and to hold the same unto and to the use of the transferee subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them, that is to say : - (i) (a) The transferee enjoys the right of possession and enjoyment so long

as he continues paying his Instalments on the due dates or such extended times as the Estate Officer may allow in writing and otherwise (B) abides by the terms and conditions of sale. (b) The vendor shall have a first and paramount charge over the said Site for the unpaid portion of the purchase price, and save with the sanction of the Estate Officer the transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the site or any right, title or interest therein (except by way of lease on a monthly basis) till (A) such time as the full purchase price is paid to the vendor and (D) a period [] from the date of completion of the construction on the said site, has expired (2) The Vendor reserves to himself all mines and minerals whatsoever in or under the said site 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 time and in such manner as the Vendor shall think fit, with power to carry out any surface or any part underground workings, and to let down surface of all or any part of the said site and to sink pits, erect building, construct liabilities and generally appropriate and use the surface of the said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment Of the exception and reservation herein contained : Provided that the transferee shall be entitled to receive from the Vendor such payment for the occupation by him of the surface and for the damage done to the surface or to the buildings on the said site by such works or workings or letting down as may be agreed upon between the Vendor and the transferee or failing such agreement as shall be ascertained by reference to arbitration. b) The transferee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said site by competent authority. (4) The transferee shall not re-erect, add or alter the said building except in accordance with the rules made or orders issued under the Punjab Capital (Development and Regulation) Buildings Rules, 1952. (A-A) In consideration of the Vendor having allotted the said building to the transferee at a concessional price of rupees.....the transferee undertakes (except with the previous permission in writing the Estate Officer) to refrain from transferring by way of sale, mortgage or otherwise (except by way of lease on a monthly basis) the building or the site or any right, title or interest therein for a period of [] from the date of its allotment, (5) The Vendor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours notice in writing, enter in and upon any part of the said site or building erected thereon for the purposes of ascertaining that the transferee has duly performed and observed the covenants and conditions to be performed and observed by him under these presents, (6) 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 to him to give effect to the provisions of these presents. (7) In the event of breach by the transferee of any of the terms and conditions contained in this deed and to be and observed by him, it shall be the Estate Officer notwithstanding the waiver of any previous or right re-entry. to enter into and upon said site or building thereon or any part thereof and to repossess retain and enjoy the same as to his former estate and shall not be entitled to the purchase or any part or any compensation account of such (8) In the event of any dispute or difference arising between the vendor and the transferee as to the true interpretation of and of presents, proviso or any provision thereof* property rights hereby reserved or of or in relation to any incidental or relating to the said dispute or difference shall be referred to the Chief Commissioner in decision thereon be final and binding parties thereto. If and as the transferee shall comply and shall continue to so perform and comply with and conditions herein and provided but not otherwise the vendor secure transferee in full and peaceful enjoyment right and privileges and hereby may be assured. agreed and declared that unless deemed otherwise and it is here appearing that : (a) expressions 'Chief Administrator' and 'Estate Officer' appointed by Central under the provisions of Capital of Punjab (Development and Regulation) Act* 1952 ; (b) the expression 'Vendor' used in these presents include in addition to President of India, the and in relation to any matter, or anything contained in or arising out of these presents, every person duly authorized to act or to represent the Central in respect of such matter or thing ; in presents in (c) the express "trans his heirs (permitted), successors, addition to the said representatives, assignees, transferee, and any person or persons in occupation of the said site or building erected thereon with the permission of the Estate Officer whereof the parties hereto have hereunder respectively subscribed at the places and on the dates hereinafter case

specified signed by the said day in the presence of: — Witnesses: Resident Occupant... on the paid (Trust) to be a Magistrate with his Court seal) if the deed is not executed before the Estate Officer Chandigarh Lease Hold or Sites and Building Rule 1973 143 Allotment of plots — Directions — Petitioner inlets of far-L industrial plot — made about 14 years back — After of lots the plots in dispute advertised re-allotment — This forced the petitioner to approach the High Court — Respondent directed to consider the application of petitioner for allotment of — Shri Rejiinder G-zzpta v- Chczndigczrh Adwzinistretion, 1995 H R R 4 57- A •-lenities — No indication given in the Letter in conditions orzuction by the Adrrlinistratic»n that a 11 ainenities including approach roads, street lights and parking places etc- be provided before delivery possession of sites — Petitioners cannot escape their liability of payment of instalments on the ground that said facilities not provided to them especialy they have raised construction upto second floor VA' ith basernent — As regards payment higher interest they are at liberty to approach respondent Administration for grant of E such exerrption — Sukbapc7Z Singh Kang v- 1999 HRR 1 L 4 D.B- S- r-or purpose of proper planning deveZopnzent and@r the »npZerzmentatäon Of any framed by the Chandigarh Administration, the Chief Administrator may reserve sites/buildings for groups of individuals or for persons practicing any profession or carrying •On any occupation, trade or busi— ness» or for any scheme framed by the Chandigarh Admini— — The lease shall comm from 6. a'zd period of Zezzse- the date of allotment or auction, as the r-ruay be, and shall be for a period of 99 for Such further period and such terms and conditions as the Government may • [Provided that in the case of allotment of land to private institutions (including educational, religious, social* charitable, cultural institutions etc.), the lease shall be for a period of 33 years, for two like periods of 33 years each, in the event the continues to abide by all the Of at the of each After the expiry of the period of 99 years including mentioned above the lease at the discretion of the Government, be for such further period and on such terms and conditions as the Government so decide- J. Allotment of Industrial plots Forest area — for all allotment of industrial plots initiated by Chandigarh Administration — Forest land included in Notification due to ignorance — Allottees made% payment and Lease deeds executed — Execution of lease deed does not create right of vested interest in allottees — Inclusions of Forest land due to ignorance cannot be as it *You would be in violation of possession of Forest Act — moreover, a' lotment within 900 metres has been restricted by Air Act — No individual can be allotted any plot in violation of provision of statute or Constitution — Doctrine of "State Legislative tation" or "SEstoppe1" cannot be applied against State authorities — Even rule of 'Fairness' is not binding — Necessary directions issued to act in the light of afore— mentioned observations — F--lirz7 Tikkoo v Chzcion . Chandigarh, 2004(2) 1 _ Added vide Chd- Admn. Notification 3 Z 98 dated 4—6.2004 at page 609 44 igarh and Bui 1 973 m _casc — — It is set-tied that lease site the date — C)rzcce terms and Ze-action under letter a I been accepted by petitioners, they are fit—orn challenger ground started thorn by — Even stay order regard payment does rzc»t .ab— their liability payment of per-mar interest — -Ka—zg Cheaprdiga•rh 1 999 H R R 1 4 B - 7— () — E he shall furnish his address the Estate intimate i '-x any in address _ (2) It be s_1Fficiere service if are sent at the address to in scab—ru le) is ru •e by registered post* 8- .b_v —) a I site build irag the lessee shall ication tc::» the Estate Officer in (2) (shall be valid unless it is accompnied by 1 0 per cent the preniurr-a as earnest in the prescribe-d pay— (3) 0 per the prezliur—ru has been the Estate OF— scmb_ject tc::» such d i as I-nay be issued by the istrator in this behalf* site of Ft he size a bLLilding lars are giv•en in the and sha 11 i ntirnat» by preun i ur-n a n ci the I-or-at site or building the app t i c a t - (4) The applicant unless he refuses accept the 30 days date of the receipt of the order* depc•sit v•rithin that period a irl prescribed payment, per the '-err-rain i rag 7S per c' F the i u rn shall be paid as iJu rule 1 2- CS) r -F appl icant ceuses tc» accept a %'ithirm said period of 30 days* be entitlecci to the arrac»unt paid The refusal shall be icated t•c::» the Estate Officer by a rezgistered letter due)- shall be by rraeans OF a cheque payable at the State Bank or ZI t Ch the applicant shall bear the charges the (6) i-cant its to h is refusal -accept the al V&'ithin 30 days and fails to deposit 5 per of the preniur•rra u ruder sub—rule the Estate rray for-föit the Or part of the -earnest by lots — lation of irrdustrual plot — Pet i t i c rs an industrial p by of irl 982 — rhcy failed deposit 2 5 B4 the w•ithir-z 30 days a-s per terry-as of letter — Cancellation of p upheld in appeal and — to deposit 994 though order vvas passed in 1983 — Act authority rerUsir•g to accept the ar-rzourmt isj ustified — Cancel plot for depos— itin the ira t irrae upheld — _PazzZ 2002 HRR 244 of sites — Nera in griev•ance of the petitioners — Registered Edzxca— Societies that the Chandigarh .Adrninis has adopted the pick i ru — the 152 Chandigarh Lease Hold of

Sites and Building Rules, 1973 deposits and then to file application for allotment - Impugned order suffers from illegality - Order set aside - *Batra Finance (Private) Ltd. v. Chandigarh Administration*, 20050) HRR 293 S.C. Forfeiture - Cancellation of lease - Once the authorities had set aside the order of cancellation of lease, question of forfeiture of premium does not arise - Cancellation of lease and forfeiture of the premium must go on simultaneously - However, it is open to the Estate Officer to cancel the lease and he has a discretion either to forfeit or not to forfeit the whole or part of the amount paid as premium - In the present case forfeiture of Rs. 36,600/- representing 10% of the premium money was wholly uncalled for on account of setting aside the cancellation of the lease - Petition allowed - *H S. Birdi Union Territory, Chandigarh*, 2003 HRR 523 D.B. Forfeiture - Resumption of plot - The petitioner has failed to pay the amounts due as per the terms of allotment - The Estate Officer validly passed the order of resumption of plot and forfeiture - It was merely as a measure of concession that the said order was set aside by the revisional authority subject to the petitioner paying the outstanding dues and an amount equal to the forfeiture imposed by the Estate Officer - Order of forfeiture held to be valid and legal - Petitioner whose penalty was waived cannot claim the order of forfeiture to be set aside - *Ashok Kumar v. Union of India*, [1993 HRR 640 D.B. — Petitioner failed to pay instalments of the leased plot in time - Order of forfeiture of price and cancellation of lease was passed by the Estate Officer - The order was challenged before the Chief Administrator who directed the restoration of the lease of site subject to the payment of lease amount within 30 days - Petitioner failed to deposit the amount as stipulated - She rather entered into an agreement for the sale of the plot - Entire exercise on the part of the petitioner is an attempt to profiteer as there is great escalation in the prices - Relief declined to the petitioner in the circumstances of the case - *Santa Sachdeva v. The Estate Officer, U. T Chandigarh and others** 1994 HRR 79. Ground rent - Petitioner had paid all the instalments in accordance with letter of allotment - But there was some dispute about payment of ground rent - Order of Assistant Estate Officer cancelling lease and forfeiting the premium by initiating action under Rule 12 (3) of Rules 1973 can not be sustained - *Inderjit Chopra v. Union Territory Administration*, 1999 HRR 467 D.B. Installments - Default in payment - Resumption - Lessee was unable to make payment of instalments of premium and interest - Default was not willful but was occasioned due to situation beyond his control - Ultimately, entire amount was cleared - In the facts of the case resorting to drastic step of resumption and forfeiture is not an appropriate action - *Jaswant Singh State of Punjab*, 2007(1) HRR 373 Interest - Opportunity - Despite several opportunities given to the allottee petitioner amount was not deposited - Allotment authority are entitled to charge higher rate of interest under the amended Rules - *Jasbir Kaur v. Union Territory of Chandigarh*, 1999 HRR 468 D.B. Interest on sale price - The petitioner paid the amount of instalment within the period allowed by the notice issued to the petitioner for depositing the amount - The bank draft sent by the petitioner was not encashed by the Administration - Petitioner not liable to pay interest on the amount - He is liable to pay interest only for the period when the payment of instalment had become due on account of late payment of instalments - *Kulwant Rai v. Union of India*, 1993 H.R.R. 203 D.B. 154 Chandigarh Lease Hold Sites and Buildings Act, 1973 — Refund of — the site auctioned — 25.96 to Rs - 5.75 — to site due to the site — There electrical poll and the site led the petitioner to surrender the site — or site is allotted a citizen the assessor — the Respondent is bound to compensate the petitioner — be from a petitioner — huge sum of Rs - 15-75 lacs kept for about years — Respondents this with 596 interest with assessed at Sizable v-Advisor to the Administrator — Rs. 10,000/- - for-yr 2002 - to — — A allottee balance amount by Bank at distances and approached various authorities for its purpose praying setting aside of order or — petitioner's days to deposit entire balance amount as per by the authorities — Order of including order set aside — *Jasbir Kaur's case*. 1999 HRR- 463 (SC:) — *Ezzferp. — v. Advisee Ze:*) the Administrator or 2002 HRR 622 D-B- violatāng al by making It install present price ground rent — Scant respect the administrator by default in paying the outstanding dues in pursuance of concessional passed by the — But as petitioner has deposited part already, he should be granted time to pay the outstanding — This order of dues under the specified conditions revived — *Sip-Zgh 2002 H R R 00 DB — Blon — payrrnrmnt instalment — Estate Officer is the site as petitioner/allottee made persistent in payment of instalment — not fulfilling terms and conditions not entitled concession from Court — should be to prohibit property his duties such as payment of instalments due — *Sandhu's case* decided on 12.9.1994 (C. N 3030 of 1994) be treated as precedent as it is based upon Facts of case and agreement between the parties *Pa27Fzzz 998 1--193* — dra construction on Order of allotment site in exercise by —*

corutro•l should be last resort — Order resurruprtion set aside — Sizzgh Advise•r the Haryana Reporter 1 9
 1 u It in pay n t i by in payrnt of instalrruerut.s due — letters rerr•inders *vera ignored — N4a ny
 opportunities provided but not — Estate Officer held to bej ustified orderi ng resurnptio•-. of site for the
 coredu•ct exhib— ited by petitioner — Singh v- C.J-T- 1 997 527 «»f site — (f plot — The petitioner pt.-
 uccha.sed the plot in dispute, in auction the Adrxuirairator had its original construction vvithin specified
 tirnc — the plot to be revived in the its original alLottee during the revision filed the Chief Adr-n —
 C)rigina' allottee directed to raise construction Petitioner's appl icatic»rn fc»r as a part-y• disrnisshed by the
 revisional — Order passed by the inistration authorities för transferring the plot irm d ispute to its original
 at lottee canno-t be sustained — Garg 993 H-ÆQ--R- 580 Chandigarh of Sites Bui Eding Ru 1973 161
 provided if the allot:ment is tess than eight years the e2<isting allottees have not conmpleted the building
 shall be given last opportunity to cornplete the bui Iding upt«::» 3 st Juty- 2008* subject to the paynment
 as equiva— to the year of defaults as provided under these Rules, or Rs. 500 per sq- nutrMRs. 1,000 per
 sq. rntr-, as the case rrmay be, v. •hichever is higher-I [Provided that no e•xtensior• in tirrre lirn it beyond 3
 years shall be granted by the Estate Officer under any less the lessee pays the fee at the rate Of Rs- 1-50,
 Rs- 3-00 and Rs- 6-00 per square rnetre for the first, second and third year 2 { provided further that the
 extension fee rmay be paid hat f yearly basis in proportion to the rates prescribed above: -Provided that the
 Adrninistrator, Union Territory, (2handiga_rh in exceptional cases ips for reasons to be recorded in
 •.eriting, be cornpetent to grant extension beyond the stipulated period on such conditions as he fit and
 proper.] Construction — No objection Certificate — Objection Certificate was denied by reca neighbour
 — The Adrninistration directed to con— sider the applications construction the said — 993 HRR 201 .
 Extension of Veriod — Under the rules, lessee should cornprete the building vvithin 3 years from the date
 Authorities are to the period For erection of building if sufficient and goods reasons are by the allottee —
 the present petitioner/corruption vvas to the building in the interest i ustice — Jarnes Ltd. Union Territory,
 Chandigarh, 20 10(2) Haryana Reporter 84 D -B- G-exueral Conditions of — (1) Lease rmay be jointly by
 rnc"r-e than one The icy to pay the prerriurn as as the rent arid any penalty irnpased Under these ru les
 shall be jc»int and several : [Provided that nothing contained in Sub—rule (1) and (2) and (8) Clause 11 of
 the lease deed in of the said rules, shall apply to the of site or building the Housing Board Chandigarh
 constituted under Section 3 of the Haryana Housing Board Act, -1971. as extended to the Union Territory
 Of Chandigarh- anything stated above, the aforesaid provisions of sub—rule I) and sub—clause (2) and (8)
 OF Clause 11 in For-rn of the said rules shalt rnutatis rnutandi apply to the Sub—lessees/ transferees of the
 Board.] The lessee shall not be entitled to sub—divide the site or building or avnalgaz-nate it vyith any
 other site or bui [ding: Provided that arnalgarnation of t%O ar rnore adjoining site shall bo perrnis— sibte
 in the case or industrial sites subject to the condition that the revised plane are approved by the cornpetent
 authority, prior thereto: (3) The ease shall be governed by the provisions of the Capital of PurÜab
 (Develop"TIent and Regulation) Act, 1 952, as an-mended from tinme to tinme and the Les rnade
 thereunder- Added by Chd- Adrmn. Gaz- Extra) Notifcation dated 3.9- 1 99 i at page 1064 2. Added by C
 hd- Gaz— Extra) Notification d 2 8.2.2003 et age 4 65 3. Sec C hd. Adrmn- Gaz- (Extra) Notification dated
 3 -5. 1984 at page ' 1 Substituted by Gaz- (Extra) Notific-ction dated 6.5.2002 page 1452—56 S- Proviso
 ornitted by Chd- Adtnn- Gez- (Extrn) Notification dated [O -2007 at page 1858 64 Chandigarh Lease Hold
 of Sites Bu i Idi rig Rules, 1 973 C h 'Ige trad e Adrninistratiior-r Blotification UT F r (3) 93 716 dated 22-
 1 - 1993, 2722—UTF1 (3)798 7918 dated 998 and 2722— UT F 1 (3) 98 7921 dated 20-5- L 998 qua of
 trade — The used i ru Rule 9 should be interpreted the context v•zhich it is used — Defini— tion of ir-m 2
 (a) of A ct. is not apphcable — There is nothing in these rules giving an indication that a tenant of or
 transferee of arm SCO_ can provisions of the notifications for bringing about substan Cia t changes i the
 perrnises Or for change trade — Concept of transferee as interpreted in Brij case. 1980 P LJ 380 (F-B-)
 can not be applied in this case — Publishers v- Union Chandigarh, 2006 (Suppl-) HRR 274 DB Petition a
 a inst interim order o E L earl-zed S ingle Judge directing to deposit 1 arnount — to u nsear the rernises
 pasSed on condition that rernaining be dep•os ited be ore 30-9-2009 rrrrpugned order vvas passed duo to a
 istake that noti fication dated 4.3-2002 postulating conversion Of fi-orn Trade" to General Trade" has been
 superseded by notification dated 3 - 1 0.2003 vvwhich is not correct — Petitioner has Rs- 1 , 00.000/— arra
 has agreed to d•eposit balance arnount Of Rs - 2, 000/— one r-nonth — Appeal — Lear-ned Single Judge
 is -requested to the I-natter 6 n-wonths — Sipzgh ion Chayzdigzxrh, 2009(1) Haryana Repc•rter 698
 Nmisuser — Resurnption of booth — The petitioner [CDC-ted a service booth for trade of Drink — The

booth to Deepak started using resumed the booth the ground OF misuse OF booth and order of resumption of booth upheld by appellate authority' — Held, is no illegality in the upheld order — Appeal cannot be against the provisions of Rule 17 (i) of 1973 and of Capital PCAO Jab 952 — Petitioners not to any relief — Petition dismissed Singh v- Territory, 1999 - 1-1 RR 450 — Resumption — Petitioner purchased a shop in open auction — Part Of the shop out respondent for running bakery — Respondent started selling goods in the shop — proceeding initiated for misusing the premises — An undertaking given by tenant that she not sell anything except Bakery products — Resumption Order set aside the condition that eviction proceeding can be against a tenant if she goes against the undertaking — Order resumption set aside — v. Chandigarh 2002 59 Resumption — Locus standi — It cannot be said that a landlord has no standing to his tenants eviction on the ground that an order of resumption has been passed by the Estate Officer — Landlord has a right to seek eviction of the tenant misusing the premises — Surinder Kaur v- Paz Singh, 1994 HRR 261 . Resumption or site — Enhancement of rent — Petitioners were given the premises S-C-F- in Sector L 7 of Chandigarh creating the lease for 5 years — As being enhanced time to time after expiry Of lease period — The latest increase in rent from Rs- 2,671 /— to Rs- 14,000/— & was held that it arbitrary, unfair and unjust — Of site ordered for enhanced rent — there is no illegality in the order of the Chief Administrator — cannot run the under 68 Chandigarh Lease Hold of Sites and Building 973 ga-rh v_ 1991 550 but this is over-ruled in Bakshish 1993 1-IR-R- 523 F.B- it was held by the Court that by lapse the unauthorised stand to be legalised — There is the order to legalise a stand by lapse of time of permissibility of permission — Administrator, Union Territory, Chandigarh, 'may or may not' any provisions of these rules for reasons to be recorded in writing, in public interest in exceptional circumstances — by the Chief Administrator — which is by v_ the C.Y_ 995 334 F.B Lease sites cancelled site Lease for a period with a provision for extension of lease — Lease deserve be set aside a necessary consequence of any prayer under rules 21 — A-A the Estate by the Lessee — Sae-ya _Devi v_ 2001 1-RR- 644 D _ B- The matter re — a if be denied unless such decision is supported by some reason. The test judicial of the respondent's application is whether the order is justified. F-4a Sirgh v- Charadigarh* 2008<1> 56 _ B 21—B- z L x x x — to deposit 7 plot area on 20_7_1 983 CD order because the petitioner applied for allotment: benefit 21B before 31 _ I .2007 deleted Char-edigarh Aditiristraction refused re — Lxnder a deleted decision constieLICE a ray disc or vic31aEion of Article 14 of the Preamble 2014<2> 544 D 21 — B- rmdisputedly rexxairmed ill Gzree tin 31 - I -2007 — Cra deposit by firm were ruled by Che 26 _ 12_2006 in pursuance of order dated — There was possibility applying the dated 31 -1 -2007 had said to be applicable a e d e 21 — B Order of _ 2007 q Lashed is- directed Che in question of the — petition — v- 2009<2> 209 D _ B- I. Substituted b Chd- G Oz— (Extra) dated 1995 nt page 3 13 2- Deleted by Gaz. (Extra) Notification 3 1 - -2007 at page 7 Chandigarh Lease/old of Sites and Building Rules, 1973 169 22. Appeal. (1) Any person feeling aggrieved by an order of the Estate Officer made under rules, 12, 13, 20 and 21 of these rules or of the competent authority under rule 17 (IO) may within 30 days of the date of communication to him of such order, prefer an appeal to the Chief Administrator, in such form and manner as may be prescribed : Provided that the Chief Administrator may entertain the appeal after the expiry of the said period of thirty days, if he is satisfied that the appellant was prevented by sufficient cause from filing the appeal in time. (2) The Chief Administrator may, after hearing the appeal, confirm, vary or reverse the order appealed from and may pass such orders as he deems fit. (3) The Chief Administrator may, either of his own motion or on an application received in this behalf, at any time, call for the record of any proceeding in which the Estate Officer has passed an order for the purpose of satisfying himself as to the legality or propriety of such order and may pass such order in relation thereto as he thinks fit : Provided that the Chief Administrator shall not pass an order under this section prejudicial to any person without giving him a reasonable opportunity of being heard. (4) Where a person is aggrieved by any order of the Chief Administrator, deciding a case under sub-rule (2) or sub-rule (3), he may, within thirty days of the date of communication to him of such decision, make an application in writing to the Chief Commissioner for revision against the said decision and the Chief Commissioner may confirm, alter or rescind the decision of the Chief Administrator. COMMENTARY Cancellation Of allotment — Violation Of conditions — Allotment of booth was cancelled by Chandigarh Administration on the ground that petitioner had violated the terms of agreement of allotment — As per terms of agreement, allottee could not transfer allotted

booth within 15 years of date of allotment — But as he violated the agreement, cancellation of allotted booth is justified Petitioner was given ample opportunity to plead his case before the authorities — But he was unable to give any satisfactory reply — He has abused process of law and is not entitled to any relief — Petition dismissed - Hardeep Kumar v. Chandigarh Administration, 2014(1) Haryana Law Reporter 653 D.B. Lease cancellation — Cancellation of lease on the basis of illegal inspection report cannot be sustained - 1998 HRR 75 D.B. Natural Justice - An inspection report without hearing interested party is violative of principles Of natural justice 1998 HRR 75 D.B. Notice — An order of cancellation of lease without hearing the tenants in possession also illegal - 1998 HRR 75 D.B. Resumption - Order of forfeiture cannot be sustained even where order of resumption of site has been quashed — 1998 HRR 75 D.B. Review Estoppel Annual rent — Respondent Society was allotted 10.5 acres land by the Chandigarh Administration in the year 1975 — It came to the notice to the Administration in the year 1991 that annual rent for the land was not being charged according to Rule 13 of Rules, 1973 Payment of rent was demanded as permissible under the rule — High Court disallowed the raising of the rate of rent on the ground that it amounted to review of earlier order which was not permissible under the law - Order of High Court erroneous in law - 1994 HRR 171 reversed - Appeal allowed — Union • Territory, Chandigarh v. Managing Society, Goswami J.D.S.D.C., 1996 160 70 Lease Hold of Sites and Building Rules, 1973 Application for allotment of sites lease—hold basis at Estate Officer, Chandigarh Industrial site of Chandigarh on lease—hold request that may be allotted a residential/ site in Square Yards 2 - 5 agree to pay the premium at the rate of Rs- per square yard in the manner prescribed by the Chandigarh Administration, as also ground rent at the rate of 2—1/ per cent of the premium every year for the first 33 years and thereafter. if the Chandigarh Administration so decides, at the enhanced rate of per premium for the 33 years and at the rate per cent the premium for the remaining 33 years of the lease period and thereafter such as the Government may decide • [or I agree to pay the premium at per square yard in the prescribed by the rate Rs - as also the ground rent at the rate, the Administration the time first year's rent become 3 - I eligible for allotment of a site on lease hold basis • in my capacity as under (specify whether trustee, Government resident of Chandigarh etc.) 4. Particulars Of the plot applied for : — Site in Square Yards 5 - I herewith demand and draw - No. - Of site/ sites - dated . - - - for - equivalent to 10 per cent of the premium OF the site the of building to be obtained on lease hold basis as earnest money, payable to the Estate - Bank at Chandigarh Administration. Chandigarh and drawn on — Chandigarh. 6. Enclose herewith an affidavit in respect of the following : — (a) That I do not sell, transfer, mortgage or alienate in any other manner, rights in the site or building constructed thereon until the payment of pre— rent due under the lease period of 15 days the date of is later- (b) That I do not either in my name or in the name Of any husband or any dependent of my family any site or building in Chandigarh. (c) That I be bound by the terms and conditions the Chandigarh Lease—hold of Sites and Buildings Rules, 1973. 1 - by Chandigarh (Extra) Notification 3 dated 4.6.2004 at page 609 1--101 of Sites and Building Rules, 1973 the plot complete it in substantial and take residential/ commercial/ industrial the requisite and proper drains and other conveniences in accordance the sanctioned planning plan and to the entire satisfaction the Estate (4) The Lessee shall not transfer or assign his rights the site prior to the transfer to the Estate Officer. Such transfer shall not be until the has paid premium and the rent due under the lease in the opinion Of the Estate Officer exist for the grant of such lease and the transferee undertakes pay the balance of the premium and the rent in respect of this lease- I provide that in the event of consent being given the Lessor be entitled to claim and recover 50% Of the unearned increase in the value difference the paid and the of the at the Of transfer and the decision of the Lessor in respect of the value shall, subject to the Chandigarh Lease Hold Sites and Building Rule, 1973, be and binding : further that the Lessor shall have the right to purchase the property after 50% of the unearned increase aforesaid - namely in case of lease b 2 lessee shall not sell or otherwise transfer his right in the site or for a period of years the date Of Of the building - the expiry of this period the lessee be by the (sell or 50% per cent) of the unearned increase the value Of at site is sold or transferred shall be payable to the Chandigarh registering such sale or transfer- The of the property for this purpose be assessed by the Estate Officer or any other authority be appointed by the Chandigarh Administrator. His decision shall be final and binding the lessee] . 5. Provided that the Government may permit transfer Of Industrial Plot prior to the expiry of the period Of 15 years on grounds of exceptional hardship - Such permission shall be subject to the other 1 in this • (b) anything contained in sub—clause (a) above the lessee the previous order of the Estate

or charge the plot of the Central Government. State C30vernment, Administration, Life Insurance Corporation Punjab State Electricity Board, Haryana State Electricity Board* a rly Scheduled body Corporate cre— a ted under State/Central Or any body corporate/ undertaking *holly • by for securing to be advanced by then-I the building the plot.] (5) The Lessor's right to the recovery of 5096 Of unearned increase the pre—ernptive right to purchase the as hereir• shal I apply, uy tc::» involuntary sale Or "hether it be by through or insolvency court. 1 - See Chd- Ga-z— (Extra) Notification No _ UT dated 1974 2- Applicabte in Ica-sc by 3. Added Ch d. Adrnn- Gaz- Notification No - 26 dated 12.8- 2977 4- See Chd- Ga-z- C Extra) dated 2 -3 - 980 At page 1 4 74 Lease I—loud of Sites and Building Rules. 1 973 (6) the restrictionus, imitations conditions as rl-lentioned in (4) (a) above, the Lessee shall be entitled to sublet the or any part Of the build ing that rmay be erected u p for the pm_mrpse o F -on Ly on tenancy rmonth to or for e—ccceeding five years - L L Pro-vided that in the case of Industrial Plots the lessee shall not be entitled to sublet assign or other—vvise part possess the whole or army part of the bui that be erected uporm the plot for any purpose except the perrnission the Estate who I-nay gra-nt such perrr•ission or-aly in cases hardship and upon such and conditions as fit to The Estate C)fficer rrmake the condition payment Of such amount as he decide on rnerits a nd circur•nstances of each — For purposes of the abc»ve provisc• partnership be deer-rued to be stat. letting-I (7) the title of the Lessee in the plot is transferred in any vvhatsoever the transferee shall be bound by the covenants and coriditions contained in and be in a 11 respects therefor- (8) the title of the lessee in the plot is transferred in any z-nanryer •whatsoever the transferrer and the transferee shall, three rmonths of the transfer, give notice of such transfer in 4-v-riting to the Lessor. Irl the event the death of the Lessee, the person the title Of the deceased devolves v' ithin three rmonths the devolution, give notice of such devolution to the Lessor. The tra-nsferee or the person on the title devolves as the be supply the Lessor copies o F the documnt (s) evidencing the trans— för or (9) lessee tirne to and at tirres pay and discharge a 11 rates taxes, charges a nd assessrn-ents Of every descriptic•n I-nay at any hereafter during the continuance of th is Lease be assessed, charged or irruposed upon the building hereby dernised or on the landlord or tenant in respect I O) All arrears of rent a nd other payments due in respect Of the plot thereby dernised shall be recoverable in the as a reears of reveruue.) The lessee in respect be bound by the PLIOjab Capital (Developrnt and Regulatnon) Building Rules, 1952, as a-n-uended tirne to t i and the rules rnade 2) The lessee shall sav—action or per-rnission in writing Of the roper authority erect building or r-nake any alteration or addition to such uilding on the plot. 3) T Ile lessee not &vithout the svritten consent of the lessor carry or perrmmit to be carried on the plc»t or in any ing thereon any trade or business or use the or perrnit the to be used for any purpose other than rnentioned in this lease deed do or suffer to be therein any thing whatsoever or in the opinion of the Lessor bc a or disturbance to the lessor and persons living in the (14) The lessee shall at reasox-able tirnes grant -access to the plot to the Estate Officer for being satisfied that tho conditions have been and are being cornplied *Mith- . vid e Chd. Ad rnn- Gaz- 261 0 dated 12-8.1977 1 76 Chandigarh Lease Hold of Sites and Buitding Rules, 973 The Arbitrator '-nay, the consent Of the parties. enlarge tirrue, tinme to For rnaking and publishine the . Subject as aforesaid, the ArbitratLon Act, 1940, and the Rules there— under arid any rnodifications therec»ffor the tirne being in force Shatt bc deemed to apply to the arbitration pro»ceedings under this clause. VL. notices. orders, directions, consents or to be given under this lease be in a-nd shall be signed by such as authorised by the Ch a-nd shall be considered as duly served upon the lessee or any person Ola i rn ing any right to the plot if the say-Ile sham - Have been affixed to any bul Idi og or whether ternporary or otherwise upon the plot or shall have been ivered at -or sent by post to their residence, <3fTice or Of bus i— ness or last c»ffice or place of business of the lessee of such exercisable by the lessor under this lease be e•cercised by the Chief Ad The lessor rnzy authorise any other 0 fücer to exercise all or any of c»erciseable by h irn under thus Lease- V I I [- this lease the expression Chief I-near-us the Chief Ad— rrlinistrator for the tirne being or. in case h is designation is or his is the officer the tirne being is entrusted Or not in addition to other the fúnctions s imilar to those of the Chief Adrninistrator by designation such officer be caned - The said expression _ shall fur— ther such as alay be designated by Lessor to the n_mnc— tians of the Chief Adrninistrator under this lease- IX- The expression Lessor" n nd Lessee"* hereinbefore used shall assigns, arid i" case a-ft-he lessee his heirs, or legal representatives and the per-sz»ru persons in whorn the lease hold interest hereby created shall for tirrze being be vested by assigne-xcrlt or X. This Lease is granted the Capital (Developrnt and Regu—lation) Act, as arnended and Grants Act, 1 895 (Act XV of 1 895)- for and on behalf of and by

Y..LTNESS •.HERÉC)F SHRI----- the order direction of the lessor has hereunto set his hand and Shri' the lessee, has hereunto _ set his/her hand the day and year first Shrinmati----- Signed by for on behalf by the order arid direction the President of India in the presence Of I - Shei S by the presence of -L -Shri 2- Shrä - . . . Fu 11 Address Fu 11 LESSOR- Officer) LESSEE (S ignat u re) (3harmdigarh Lea-se Y—old o E Sites and Build ing Rules * 1973 RV-i D rr•-a Lea se 99 1 77 (Lease deed to be exec.' ted b et)veer• and the Society) THE - day THES this---- PRESE i) ENT OF (hereinafter led "The KZ-essorS*) •of the part and Hc•using Building called the e e Les— see") the other part- Lessee has applied the Lessor the grant of a Ehe of land to the Lessor, hereinafter desoribed* and the Lessor has the faith the staternents representations rr•ade by the lessee accepted application end has agreed to den-nise the said prot the Lessee the rnarxrner hereina g - the Lessee has paid/agreed to pay the Rs- - - being the prenmiurn. the sit-e- this that for the purpose. carrying i nto the said lease and the covenants corrtairred - aid by the Les— and the said see (A) as 25 +6 of the prenmiurrl (thc receipt the Lessc»r ereby edges) and the undertaking Of the Lessee to pay the balance in three equated yearly together irneerest at I—ate of 7 per cent per the of issue of Letter or the date taking over possession the plots or from the date of execration at site, vvh ichever is rent hereinafter reserveä of the convenants on the par—E of the lessee, herein— the Lessor hereby dernise unto the' lessee a IL that plots Of Ian d be ing the residential plot Sq there— containing by area about situated at (Zhandigarh Which plot is rnore described in the pua-n filed in the office C>f- the Estate Cha-nd i garb* s by the Estate - - -TC>G-ETI--IER- -day OF-- C i garb the - rights— easenxent.s and app &Mhatsoever the said plot belongir•g pertaining to hold the prern ises hereby dernised unto the lessee For 99 years the date and thereafter to hold the sarne such eriod and such tern-us conditions as the a-nay decide Y IELDFNG PAY ÆP•4G yearly rent at the rate of the prernäury• the first 33 years of. the tease a-nd at the rate Of 3—3/ prerriurn for the next 33 years prern for rcernain ing 33 years of the The rent shall start the date issue al letter or the date taking over possess.on of site or date of of A-vork at site. is - day thousand in e h earl sKa11 becorrre due the first au-arriversa_ry Of the date -of issue of letter or from the date of taking over possession or the date of ezcecu— tion of work at site, be payable by the 1 0th day of Subject to the exceptions, reservati•ons, hereinafter contained* that is -t-c::» say as : The Lessor excepts and reserves unto hiv-Ilse] f I-nines, coals, gold* earth oils and quarries in the rights at all tir-rues tc::» do acts things rmay be necessary or expedier•t for the purpose scarehiu•g for, &vorking. obtain ing, arid enjoying the - a_nd added by Chd. Gaz- (Extra) dated 1 989 et page 54 Char-rdigarh Le9Ae Hold of Sites and Bui I ding 1973 1 79 contract) aner obtain sanction to the buiZdine plan &Vith ruecessary designs, plans specificatic»ns the Estate Officer at h •s expense, erect upon the plot cornplete it iru a substantial and Like rnanner residential building th Che requisite proper and drains other conveniences •n ac— Wv ith the sanctioned building plan and to the entire satisfaction of the E s tate O r. (4) (a) The Lessee'anottee shall not or transfer or assign his rights in the site part for a period of fi years the date Of corn piction of the building- the expiry of this period* the r-nay be by the sell or transfer h rights in the site to any other party subject tc::» the it ions that 5094 (fifty percent) of the unearned i ncrease irl the land at the site is sold or transferred shall be payable to the C2har•digarh Adnministration before registering such sale or The of the property for this purpose shall be assessed by the Estate Officer or army authority ich '-nay bc appo inted by the decision shall be and binding on the lot-tee _ (b) anything contained sub—clause (z) abo•ve the lessee/ a l tottee rruays with the previous consent in of the Estate or charge the plot in favour Of the Central State Gov•errxrrent, Chand i gerh Corporation of Irudia or army Schedu Bank or ally Body corporate for securing a loan to be advanced by them constructing the Iding on the plots- that irl the the sale or fore closure of the mortgaged or in the value of the plot as aforesaid the of Lessors u nea r ne of said unearned increase shall be a first charge, having priority over the said or charge- The decision of the Lessor in respect Che rna_rket value of the said plot shall be final and bind ing on parties concerned : Provided further that the Lessor have the pre—ernptive right to pur— chase the rnortgaged or charged property deduct-Ing 5096 Of the unearned increase as aforesaid - anyth ing contained in clause 4 the addition of the narrue of spouse v.' ith the permission of the Estate Officer as co— al lot-tee aner the or site to a rnernber of the Society not be construed transfer 4M ighin the -rnean in of th is c The Lessor's right to the recovery of S 094 Of unearned iScrease and the right to purchase the property as rnentioned herein before shall apply. to an involuntary or transfer it be by Or -through an executing or insolvency court- (6) the restrictions s 1 imitations and as I-nentioned in sub—clause (4) (a) above, the lessee Al lottee shall be entitled to sublet the or any part of the build ing that be erected upon the plot for the purpose

of residence only on tenancy month to month or for a term not exceeding five (7) the title of the ir- the is in any the transferee shall be bound by all the and conditions contained herein and be respects (8) the title of the in the prot is in any the and the transferee within three months of the transfer, give notice of such transfer in writing to the Lessor- 1 84 (I) Shri (2) Shri Add res s Chand i Lease Hold Of Sites FORN I C and Building Rules, 1 973 S ignature S igna t u r e Bu-Iding a "o temenuaunction) C D r G A R E-I ION Lease for 99 Years THIS DEED evade this -day THE PRESIDENT OF IN or A (hereinafter led "The Lessor-") of the one part and Shri/Shrinzti -Chereinafter called the "Lessee") of the other part- "hereas the Lessee has ied to the Lessor for the grant of a lease Of the building belonging to the Lessor, hereinafter described, and the Lessor has on the faith Of the statements representations made by the accepted such application and has agreed to dem ise the said build ing to the Lessee in the ruanner h appear-ing- the Lessee has applied by bid at public auction to the Lessor for of a lease of the building belonging to the Lessor hereinafter described and e Lessor has accepted such application has agreed to demise the said build— ing to the Lessee in the hereinafter appear-Ing. VMhercas the Lessee has paid/agreed to pay the sum of Rs. . - -) being the p ret-mi urn -J 9 Tor t ne purpose, ot- carrying into e ect the said tease and in consideration of the covenants of the lease hereunder contained and Of the said sur-r Of Rs-.-----(Rupees----... - -) paid by the Lessee 2 5 B4 of the •pren-miur•n (the receipt of vvh ich the Lessor hereby and the undertaking of the Lessee to pay the balance prerniurn in three equated yearly instalments together interest at the rate Of 7 per cent per FrorTl the date of issue or allotment letter/auction, the first instalment being payable on the 1 0th day OF the rent hereinafter reserved and Of the Covenants the part of the lessee, hereinafter contained, the Lessor doth hereby demise unto the lessee that being the building Nos- Sector - - containing by a measur-ernent on an area -Square yard/ Nfctres or thereabout situated at shopping centre at Chandigarh Which building is snore described in the plan filed in the Estate Officer» Chandigarh* y the E sta te O f Fi e r h on . -TOGETHER 'Mith rights, easernents and appurte— nances wehatsoever to the said building or pertaining hold the pre rnises hereby demised unto the lessee for 99 years the date of allot-ment/ auction and thereafter. to hotd the sag-ne för such period and on such terms a-rzd conditions as the lessor I-nay decide and YIELDING AND PAY I-NG therefor yearly rent at the rate of / the prerniurn for the first 33 years or the lease and at the rate Of 3—3' '6 of the prerniurn for the next 33 years and at 596 the rerniurn for the remaining 33 years of the lease. The rent shalt start accruing com the date of issue of a] iotment letter/auction, nan-moly. of.---...one thousand nine hundred and. a nd shall becorTle aue the first Added vide Chd- Gaz— (Extra) T•aotification dated 7- 0- 1974 2- Substituted vide Chd- Gu.z— C Extra) -Notification dated 7. 0. L 974 •c•rnit A B if prerniurn —aid- Chandigarh Lease Hold of Sites and Building Rules, 1973 187 I V. No forfeiture or re-entry shali be effected until the lessor has served the lessee a notice in writing - (a) speci%ing the particular breach complained of; and (b) if the reach 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 terns and conditions as he thinks proper. V. In the event of any question, dispute or difference, arising under these presents, or in connection there with (except as to any matter the decision of which is specially provided by these presents) the same shall be referred to the sole arb itration of the Chief Administrator or any other person appointed by him. It will be no objection that the arbitrator is n 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 or publishing the award. Subject as aforesaid, the Arbitration Act, 1940, and the Rules framed there- under any modifications 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 Shaki be signed by such officer as may be authorised by the ChiefAdministrator and shall be considered as duly served upon the tessee or any person claiming any right to the building if the same shall have been amxed to the building or shall have been delivered at or sent by post to their residence, office or place of business or usual or last know-n residence, office or place of business of the tessee/allottee of such person. VII. All powers exercisable by the lessor under this tease may be exercised by the Chief Administrator. The lessor may also authorise any other officer to exercie 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 his office is abolished, the officer who for the time being is entrusted whether or not in addition to other functions, with the functions similar to those of the Chief Administrator by whatever designation such officer 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. [X. The expression "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 in 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. lease is granted under the Capital of Punjab (Development and Regulation) Act, 1952, as amended by the Chandigarh Lease Hold of Sites and Buildings Rules, 1973 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/ Chandigarh Lease Of Sites and Building Rules, 82. Painting including sign boards printing 83 - Stone repairs 84. Tin repairing 85. Bhambhunia 86- ironmongers 87. Laundry and Dry Cleaners 88. Locksmiths 89- 90. Building material 91 . Coal Depot 92- Excise Vendors 93 Grain 94. iron and steel merchants 95- 96- 97- 1973 191 NIOT/scooter/tractor/Engine/Pump rooms Printing Press, Photocopying, Reprographics Restaurants 98- Timber 99. site . Computer Training Centres and Academic Coaching Centres 101 102 . Entertainment Centres. Video Game Parlours, Indoor Games . Fitness Centres, Health Centres, Indoor Gymnasiums 103 . Lodging House, Guest House, Hotel 04 . Banks, Financial Services, Stock Brokers, Mutual Funds 105 106- Telecom Call Centres, Mobile Telephone Services and Centres Any other trade which is not covered under Special Trade" 07- specified hereunder — (B) SPECIAL TRADE CATEGORY : . Atta Chakki, Rui Penja 2-- •Scooter/Car Repair 3. Tent/Utensils Services 4- Meat/Fish 5. Halal Shops and Dhabas 6. Kabari 7- Spare Parts]