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UNION TERRITORY
CHANDIGARH ADMINISTRATION

No. 13

5476

/RCC- 140/4-III Dated, Chandigarh, the 16/4/77

The Principal-cum-Manager,
Shishu Niketan Model School (Recognised)
Sector 23, Chandigarh.

Subject:- Allotment of land to the Shishu Niketan Model School.

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MEMORANDUM

Reference your letter No. 750/3/7 dated 4.4.77, on the subject noted above.

2. The following site is hereby allotted, on lease hold basis to the Shishu Niketan Model School for the construction of their school building on the following terms and conditions-

Sect.	Site No.	Area in Sq. Yds.	Total Premium	Rate per sq. yard.	Ground rent per 99 years @ Rs. 100/- per acre Per annum.
23-D	-	1247564 1226341	Rs. 1,24,756.40 122634-10	Rs. 10/-	Rs. 253/- P.A. 253-40

3. The area as shown above is subject to variation at the time of taking of physical possession of the site.

4. The lease shall be governed by the provision of the Capital of Punjab (Development and Regulation) Act 1952, as amended upto date and rules made thereunder.

5. The sum of Rs. 31,200/- paid by you as 25% of the premium, of site has been adjusted against the total premium.

6. The lease shall be deemed to have commenced from the date of issue of this allotment letter. No interest shall be payable if the said 75% balance of premium is paid in lumpsum within 30 days of the date of issue of allotment letter. However, in case it is intended to pay the premium in instalment, it can be paid in three annual equated instalments with interest at the rate of 7% per annum, the 1st instalment being payable on the expiry of one year from the date of allotment. Interest shall accrue from the date of allotment. The following shall be the schedule

Contd. 2.

of payment of instalments of premium-

Sr.No. of Instalment	Due date of payments	Date upto which payment shall be made.	Amount of equated instalment including interest
1st instalment			✓ B. 355561.
2nd instalment			B. 355561.
3rd instalment			B. 355561.
annual rent for 99 years.			Rs. 258/- Per Annum

7. Each instalment shall be remitted to the Estate Officer either in cash or by a demand draft, payable to the Estate Officer and drawn on any schedule bank situated at Chandigarh. Payment by cheque is not acceptable.

8. The ground rent will start accruing from the date of allotment the first instalment being due after the expiry of one year from the date of allotment and shall be payable by the 10th day of the following month in which it falls due.

(b) In the event of the non payment of any instalment of premium or rent by the 10th day of the month following the month in which it falls due, or such extended period as may be allowed by the Estate Officer but not exceeding three months in all from the date on which the instalment rent was originally due, the Estate Officer may issue a notice to the lessee calling upon him to show cause why the lease may not be cancelled and the site resumed and the amount already paid forfeited to the Government.

9. The site has been given on lease hold basis for 99 years & in the 1st instance. After the expiry of this period lease may be renewed on such terms and conditions as the Government may decide. In addition to the ground premium mentioned in para No. 2 above ground rent at the rate of Rs. 100/- per acre is payable every year.

Contd. 3.

10. You shall have to execute a lease deed within a 6 months from the date of allotment in the prescribed proforma, in such manner as may be directed by the Estate Officer. The stamp duty liable is Rs. ⁴³²⁰4320/- according to prevalent rates and all other expenses in respect of the execution/registration of lease deed shall be borne by you. The lease deed on non judicial stamp papers of the requisite value is to be got typed in duplicate keeping the carbon copy on judicial papers. The reverse page of non judicial stamp papers/carbon copy is to be left blank.
11. The building on the site shall be constructed in accordance with the plans, which must conform to the Punjab Capital (Development and Regulation) Building Rules, 1982 and provisions of the Frame Control and Architectural Control and the Zoning plans (wherever applicable)
12. No fragmentation of the site or amalgamation of site shall be permitted.
13. You shall pay all fee or tax which may be levied or assessed on the site or building or both under any law.
14. The lease shall become void in the event of the organisation using or permitting the use of the land for a purpose other than mentioned in para 2 above.
15. The lease hold rights shall not be transferred in any case in the event of failure of the society to run the school or in case the society is dissolved for any reason the land and the school building erected thereon shall only be transferred to a same recognised Educational Society with Prior permission to the Government or shall have to be handed over to the Government for running the school. Subject to the condition that 50% (fifty percent) of the unearned increase in the value of land at the time of the site is transferred, shall be payable to the Chandigarh Adm. before registering such transfer. The market value of the property for this purpose shall be assessed by the Estate Officer or any other authorities which may be appointed by the Chief Administrator whose decision shall be final and binding on the lessee. The lessee shall, however, have a right to produce his evidence and of being heard.

16. The School building shall be dedicated to the Shishu Niketan Model School Sector 22, Chandigarh.
- 16-A. The allotment shall be cancelled in the event of the society using as or permitting the use of land for purpose other than running a school.
17. The erection of the building on the site, in accordance with the Punjab Capital (Development and Regulation) Building Rules 1952 shall have to be completed within three years from the date of allotment. The date of completion shall be the date of receipt of application for permission to occupy the building in form 'D' annexure to Punjab Capital (Development and Regulation) Building Rules 1952 accompanied by completion certificate from the registered surveyor/qualified architect, who supervised the construction of the buildings provided the building is also certified to have been completed according to the sanctioned plan by the Chief Administrator.
18. No shop or commercial building of any kind shall be allowed to be constructed on the land.
19. In the event of default, breach of non-compliance of any of the conditions of lease, the lease may be cancelled and the site resumed and the whole/part amount paid to Govt. towards the premium rent of the site, may be forfeited to Govt. After the cancellation of lease, it shall be the responsibility of the lessee to remove the malha/structure, if any, within such reasonable period as may be prescribed by the Estate Officer but not exceeding three months from the date of cancellation of the lease failing which the Estate Officer shall be competent to remove the malha or to proceed to auction/allot the site along with the building thereon and after deducting the market value price of the site etc. may make over the proceeds of the auction to the lessee. In case of any dispute arising out of the determination of the amount to be paid to the lessee following the auction/allotment of sites and building thereon, the Chief Administrator shall act as the sole arbitrator and his decision shall be final and binding on the parties.
20. A booklet containing the Capital of Punjab (Dev and Reg.) Act 1952 the Punjab Capital (Development and Regulation) Building Rules 1952 the Chandigarh Lease Hold of Sites and Building

Rules 1973 can be had from this office on payment.

21. In all correspondence on the subject, you should invariably quote a file No. which is RCE- 140 in your case in order to facilitate early attendance to your correspondence. Payment of premium/rent will be deemed to have been made on the date when necessary particulars are supplied to the Estate Officer in writing.

22. The lessee shall not fix any posters hand bill on any part of the building/verandah nor shall allow any other person to do the same.

23. Government shall not be responsible for leveling the uneven site .

24. The building can be actually occupied only after occupation certificate is obtained from this office.

25. The terms and conditions of the allotment letter shall be in addition to the provisions of Capital of Punjab (Development and Regulation) Act 1952 and rules made thereunder, which shall be binding on the lessee and also those given in the Chandigarh Lease Hold of Sites and Building Rules 1973.

26. The schools shall be governed by statutory provision as laid down by the Education Department, Union Territory, Chandigarh

✓ 27. The possession of the land should be obtained from the Executive Engineer, C.P. Divn. No. 3, Chandigarh on the production of this allotment letter.

dyph
Assistant Estate Officer,
Exercising the powers of the Estate Officer,
Chandigarh Administration.

No. /RCE-140/G. III Dated, Chandigarh, the

A copy is forwarded to the Finance Secretary, Chandigarh Administration, for information with reference to his memo. No. 185-UIFM(V)-77/15-73 dated 25.3.77

Sd/-
Assistant Estate Officer,
Exercising the powers of the Estate Officer,
Chandigarh Administration.

No /RCE- 140/G-III Dated, Chandigarh, this

A copy is forwarded to the Chief Architect and Secy.,
Department of Architecture, Chandigarh Administration, Chandigarh for information.

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Assistant Estate Officer,
Exercising the powers of the Estate Officer,
Chandigarh Administration.

No /RCE- 140/G-III Dated, Chandigarh, this

A copy is forwarded to the Executive Engineer,
Capital Project Division No. 3, Chandigarh for information and
necessary action.

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Assistant Estate Officer,
Exercising the powers of the Estate Officer,
Chandigarh Administration.