

## **GENERAL TERMS AND CONDITIONS FOR E-AUCTION OF SHOP-CUM-OFFICE SITES IN THE GRAIN, FRUIT AND VEGETABLE MARKET, SECTOR 39, CHANDIGARH ON LEASE HOLD BASIS**

### **A. GENERAL INFORMATION**

- (i) The Shop-cum-office sites for fruits and vegetables, shall be disposed of by way of e-auction on lease hold basis in the Grain, Fruit and Vegetable Market, Sector 39, Chandigarh, at such rates as specified in **Annexure 'A'** as per Chandigarh Estate Rules, 2007, as amended from time to time as per Chandigarh Estate Rules, 2007, as amended from time to time. 5% extra would be charged for corner plots/sites;
- (ii) The bidders may avail help in respect of the auction from the **Help Desk No.0172 4514609**, set up in the office of the State Agricultural Marketing Board, Chandigarh, at Bay No.17, 30 Bays Building, Sector 17-B, Chandigarh;
- (iii) The bidders can contact the Help Desk on any working day between 10:00 AM to 4:00 PM for any query;
- (iv) The Bidders may contact for technical assistance at Mobile No. 9888347326;
- (v) The bidders shall go through these terms and conditions on the web portal <http://eauction.gov.in/portal>, before participating in the e-auction i.e. depositing the earnest money and bid amount. The interested bidders shall register their name at the aforesaid portal. Digital Signature Certificate is required by the bidders for submitting soft copies electronically on the said portal, which shall be obtained by the interested bidder at its own level. Only one Digital Signature Certificate shall be registered by a bidder. The registration in the said portal for e-auction, will not be accepted without the digital signatures of the bidder;
- (vi) After due verification of receipt of earnest money deposit as uploaded by a bidder on the said portal, such bidder shall be allowed to participate in the auction;
- (vii) The bid contract shall be awarded by the Estate Officer, State Agricultural Marketing Board, Chandigarh (in short the Estate Officer), after close of the auction process and the successful bidder will be informed accordingly, through an e-mail on the e-mail address provided by such bidder at the time of his registration on the said web portal;
- (viii) The TDS shall be applicable as per the provisions of the Income Tax Act, 1961, on the total consideration amount for the site transferred in the name successful bidder, against his name (as given in the TAN or PAN, as the case may be), shall be paid by the bidder to the concerned authority after acceptance of

his bid. The lessee of a site shall bear other charges such as stamp duty, additional stamp duty and all other fees, taxes, GST assessment charges, as the case may, levied in this regard;

(ix) The successful bidder(s) shall be liable to deposit Good and Services Tax(GST) on the premium/ground rent dues, in accordance with the provisions of the Central Goods and Service Tax Act, 2017 and related regulation/instructions at the rates as applicable from time to time.

(x) The scanned copies of the following documents shall be uploaded by the bidders on the above web portal, well before the last date of submission of information, namely: -

- (a) RTGS/NEFT receipts in respect of earnest money deposit;
- (b) PAN card (in case of Indian Residents) and Passport along with Overseas Citizen of India (OCI)/Person of Indian Origin (PIO) card, in the case of any other category of Non-Resident Indians, as per guidelines issued by the Reserve Bank of India;
- (c) Authorisation and Declaration as specified in **Annexure 'B'**, giving name(s) and shares of persons (in case of more than one applicant), in whose name(s) the allotment letter is to be issued;
- (d) Duly signed (each page signed) copy of the terms and conditions of e-auction. In case of more than one person, in that case each person shall append his signatures on the terms and conditions; and
- (e) Cancelled cheque for the purpose of refund to the unsuccessful bidders; and

(xi) The payments shall be deposited online (through RTGS or NEFT), in the following account of Chandigarh State Agricultural Marketing Board, U.T. Chandigarh, namely: -

Name of the Account: Chandigarh State Agricultural Marketing Board, U.T. Chandigarh

Name of the Bank: Chandigarh State Co-operative Bank, Sector 17, Chandigarh, Account No.:000234001002191, IFSC: UTIBOCSCB22.

## **B. PROCEDURE OF AUCTION**

The following procedure shall, however, be followed for the e-auction, namely: -

- (i) Each successive bid shall not be less than the multiples of one lakh rupees;
- (ii) In case a bid is placed in the last five minutes of the closing time of the e-auction, then the closing time will get automatically extended for another five minutes subject, however, to unlimited number of extensions of five

- minutes every time, on any bid given by a bidder in the last five minutes of such auction;
- (iii) Once a bid is placed, the highest bidder shall not be permitted to withdraw or surrender his bid on any ground. In case he does so, then the earnest money deposited by him, shall stand forfeited;
  - (iv) The Estate Officer, State Agricultural Marketing Board, U.T. Chandigarh has the absolute power to accept or reject any or all the offers or reject the bid or award or adjourn or postpone or cancel the auction, without assigning any reason therefor; and
  - (v) No bid less than the reserve price, shall be accepted.

### **C. CLASSIFICATION OF THE PROPERTY UNDER AUCTION**

The property put on auction, has been classified as Shop-cum-Office sites in the Grain, Fruit and Vegetable Market, Sector 39, Chandigarh. SCO sites in the Fruit and Vegetable Mandi i.e. its Ground Floor be used as Shops and First Floor and Second Floor can be used as Offices connected to the Fruit and Vegetables trading only. Similarly, SCOs of the Grain Market i.e its Ground Floor be used as Shops and First Floor and Second Floor can be used as Offices connected to the trading of foodgrains only.

### **D. MODE OF PAYMENT**

#### **(1) DEPOSIT OF EARNEST MONEY**

The interested bidder shall deposit refundable/adjustable earnest money of rupees two lakh or two per cent of the reserve price, whichever is higher, in advance online through RTGS or NEFT in the bank account specified in clause (x), given under the heading 'A. General Information' above;

NOTE: 1. In case the bid is made for more than one property under auction, then the interested bidder, shall deposit separate earnest money for each site.

2. The earnest money deposited by the un-successful bidders, shall be refunded without interest, within a period of one month of the award of bid to the successful bidder.

#### **(2) DEPOSIT ON CLOSE OF BID OR AUCTION**

(1) The successful bidder, shall deposit the twenty-five per cent of the bid amount online through RTGS or NEFT, as the case may be, within a period of two days from the date of acceptance of the bid, in the bank account specified in clause (x) given under the heading 'A. General Information' above.

(2) In case the successful bidder fails to deposit the said amount within the specified time, in that case his earnest money deposited under item (i) of sub-clause (1) above, shall stand forfeited.

(3) After the deposit of the aforesaid amount under clause (1) above, an agreement to transfer the leasehold rights the successful bidder, shall be executed in **Form-I**, within a period of seven days of the award of the bid contract.

(4) In case the site in question could not be transferred to the final bidder, due to any reason keeping in view public interest involved therein, in that case the aforesaid amount deposited by him under item (i) of sub-clause (1) above, shall be returned to such bidder by the Estate Officer, however without any interest and the said bidder, shall have no claim for any damages in this regard.

### (3) DEPOSIT OF BALANCE AMOUNT

(1) The successful bidder shall deposit the balance amount of seventy-five per cent of the final bid in lumpsum online through RTGS or NEFT, as the case may be, within a period of ninety days in the bank account specified in clause (x) given under the heading 'A. General Information' above.

(2) The aforesaid period of ninety days, shall be computed from the date of approval of the bid contract.

(3) In case the successful bidder fails to make the aforesaid amount within the specified period, in that case the amount deposited by such bidder under sub-clause (1) under the heading '(2) Deposit on close of Bid or Auction' above, shall stand forfeited:

Provided that the amount to be forfeited, shall in no case exceed ten per cent of the total amount of consideration of the site in question.

## E. EXECUTION OF LEASE DEED AND CONDITIONS OF LEASE

(1) On receipt of the full amount of consideration of the site in question, the Estate Officer shall sign the lease deed with the successful bidder in **FORM-II**, within a period of thirty days from the date of allotment letter. The Lessee shall bear all the expenses of stamp duty and all other expenses, for registration of the allotted site to him.

(2) The lease period shall commence from the date of execution of the lease deed. The term of lease shall be thirty-three years at the first instance, renewable for the two like period of thirty-three years each, subject however, to the condition that the lessee continues to abide by all conditions of the lease. The State Agricultural Marketing Board, U.T., Chandigarh, may renew the lease after the expiry of the total period of ninety-nine years (including said two renewals), at its discretion, for such further period and on such terms and conditions, as may be decided by the said Marketing Board.

(3) The Estate Officer shall hand over encumbrance free possession of the site, to the allottee within a period of thirty days from the execution of the lease deed. It shall, however, be incumbent upon the allottee, to take the physical and actual possession of the site, within 7 days of the offer of possession on the 'as is, where is basis'. The ground rent shall be charged as per Sub-Clause No. (9) of this Clause from the date off offer of possession.

(4) No ground rent shall be payable by the lessee till the actual and physical possession of the site is delivered to him, if the delay in the delivery of possession is for the reasons which are beyond the control of the allottee/lessee such as existence of encumbrance or any dispute with regard to the status of the site with the Estate Officer or any other authority.

(5) The Capital of Punjab (Development and Regulation) Act, 1952 (Punjab Act No.27 of 1952), the Chandigarh Building Rules (Urban), 2017 and the Chandigarh Estate Rules, 2007, shall be applicable on the above leased sites.

(6) After taking the possession of the site, the lessee shall complete the building as per the sanctioned plan in accordance with the provisions of the aforesaid Chandigarh Building Rules (Urban), 2017 and the Chandigarh Estate Rules, 2007, within a period of three years from the date of delivery of possession.

(7) In case of delay in completion of construction on the site, which was beyond the control of the lessee (such as, delay in delivery of possession or existence of any encumbrance on the site in question or any dispute regarding status of the site with the State Agricultural Marketing Board, U.T., Chandigarh), the period of construction shall be computed from the date of actual delivery of physical possession or the date of removal of encumbrance or the decision of the Estate Officer, as the case may be, with regard to the site in question.

(8) A lessee, who fails to complete the building within the time as specified in sub-clause (7) above, he may be given another opportunity to complete the building in the next five years, subject to payment of penalty at such rates, as notified by the Chandigarh Administration.

(9) In case the lessee fails to complete the construction even in the extended period, in that case no further time shall be granted to such lessee and the Estate Officer may, initiate action against the lessee, under Section 8-A of the said Act of 1952, and such lessee cannot claim any damages.

(10) The lessee shall be liable to pay the Annual Ground Rent as follows: -

- (i) 2.5% of the premium for the first thirty-three years of lease period;
- (ii) 3.75% of the premium for the next thirty-three years of lease period;
- (iii) 5% of the premium for the remaining thirty-three years of lease period;

(iv) the Ground Rent shall be payable annually without demand from the Estate Officer by the 10th day of the each month of a calendar year, failing which the lessee, shall be liable to pay the same within a period of six months alongwith interest at the prevailing rates per annum, from the date of its accrual till the date of its final payment;

(v) in case the Annual Ground Rent is not paid as specified above, the lessee shall be liable to pay the penalty at the rate of twenty-five per cent, for each calendar year of default, but not exceeding hundred per cent as specified below, which may be imposed and recovered as per the provisions of section 8 of the said Act of 1952, namely: -

(a) in the first year, at the rate of twenty-five per cent of the ground rent due;

(b) in the second year, at the rate of fifty per cent of the ground rent due;

(c) in the third year, at the rate of seventy-five per cent of the ground rent due; and

(d) in the fourth year, at the rate of hundred per cent of the ground rent due:

Provided that no interest shall be charged in addition to the penalty on the aforesaid amount.

(11) In case of breach of any of the term or condition of the lease, the Estate Officer may by notice in writing, cancel the lease and forfeit the whole or part of the money, if any, paid in respect thereof, which in no case shall exceed ten per cent of the consideration money, ground rent, interest and or any other dues, payable in respect of the leased site, on the ground of such breach or non-compliance of any of the term or condition or for furnishing of any incorrect information in writing by such lessee, as the case may be.

#### **F. TRANSFER OF SITE BY THE LESSEE**

(1) A lessee may transfer the site allotted to him, to anyone after the expiry of a period of fifteen years from the date of allotment, subject however, to the permission of the Estate Officer. The Estate Officer shall not give the permission, to a lessee until he makes the payment of total consideration amount and other dues chargeable, if any, relating to the site in question, to the State Agricultural Marketing Board, U.T., Chandigarh.

(2) The transfer of the leasehold right, title or interest site or building by the original allottee, by way of sale or gift or in any other mode, to another person, shall be subject to a transfer fee, at such rates as may be specified by the said Marketing Board, after the grant of permission under sub-clause (1) above:

Provided that any addition or deletion or substitution of the name of the mother, father, spouse, son or daughter, in the lease deed, may be permitted by

the Estate Officer, after obtaining the consent of the affected person, and such addition or deletion or substitution of name, shall not be treated as transfer, for the purposes of sub-clause (1) above.

#### **G. PROCEDURE FOR MISUSE OF SITE/BUILDING VIOLATION**

(1) In case any misuse of site or any building violation is reported to or comes to the notice of the Estate Officer, he shall serve upon a notice of not less than fifteen day's period, to the concerned lessee and the occupier of such site or building. Such lessee or the occupier, shall remove such misuse or violation, within a period of two months, and shall also pay penalty at the rates as notified by the Chandigarh Administration, for the area under misuse or violation, which shall be paid jointly and severally by the lessee and the occupier of the site or building in question, for every month or part thereof, during which such misuse or violation effected by the defaulter.

(2) If after affording an opportunity of being heard by the Estate Officer, to the defaulting lessee and the occupier of such site or building, is satisfied that the misuse or violation continues, even after the expiry of two months' time, he may seal the whole or part of such site or building in question, to prevent continuance of further misuse or violation of such site or building, till the same is got removed at his own level at the cost of the lessee or occupier or both, as the case may be, and shall proceed under section 8-A of the said Act.

**Note:-** Intending purchaser may refer carefully to Rule 10 of the Estate Rules 2007 which envisage the procedure for attributing the liability to levy misuse charges upon owner/occupier.

#### **H. MISCELLANEOUS**

(1) The Estate Officer may withdraw any site that has been put up for auction and he may accept or reject any bid, without assigning any reason and his decision in this regard, shall be final.

(2) In case the Estate Officer fails to give possession of the allotted site to the successful bidder, due to certain reasons which are beyond his control, in that case he shall either refund the amount deposited by such bidder without any interest or he may offer an alternative site of equal measurement, to such bidder, subject however, to the availability of any such site. In case the successful bidder do not accept such site, as offered in alternative, in that case the amount deposited by such bidder, shall be returned to him without any interest.

(3) A person may be competent to bid on behalf of another person or partnership firm or company or Hindu joint family, if he satisfies the Estate Officer, with an appropriate authorisation alongwith other documents in this regard, which shall be uploading by the said person on the website portal

referred to above in item (v) of clause 'A. General Information', within the specified time before the start of the auction.

(4) A site can jointly be taken by more than one person in the e-auction. The liability to pay the premium or any penalty shall be jointly and severally, for such site.

(5) The lessee shall be liable to pay all or any fee or tax, as may be levied by the Central Government or Chandigarh Administration or Municipal Corporation, Chandigarh, as the case may be, in respect of a site or building or both, as the case may be, under any law.

(6) If the last date happens to be a public holiday, the next working day, shall be deemed to be the last day, for making the payment under these terms and conditions.

(7) The lessee shall not be allowed to place empty packing boxes, baskets or any junk material, on the roof of the building or in the open area, around the site or building.

(8) The covered passage or corridor in front or sides of the building, shall not be encroached upon or used by a lessee, for any other purpose than the public passage.

(9) The benefits derived by displaying advertisements, on the allotted site or on its end walls, shall vest in the State Agricultural Marketing Board, U.T., Chandigarh. The lessee has no right on the benefits derived from the advertisements on the leased premises.

(10) The lessee shall maintain the site or building in safe and hygienic conditions.

(11) The State Agricultural Marketing Board, U.T., Chandigarh, shall not be responsible for levelling the uneven sites or for filling in the sites, which are lower in level, than the other sites.

(12) The Estate Officer, State Agricultural Marketing Board, U.T., Chandigarh, may, himself or through any authorised person, enter upon any site or building, at all convenient times and inspect such premises, with a view to ensure that no provision of the aforesaid Act of 1952 or the rules framed thereunder, are being violated.

(13) The State Agricultural Marketing Board, U.T., Chandigarh, with the approval of the Administrator, U.T., Chandigarh, may prescribe such further conditions under the aforesaid Act of 1952, in the letter of allotment and the lease deed, either in general or under any particular scheme.

(14) No fragmentation or amalgamation of any site or building shall be permitted:



Provided that the fragmentation of any site shall be allowed, if it is permitted under any scheme notified by the Chandigarh Administration, and that has been adopted by the said Marketing Board.

(15) No other trade other than the trade or its use for any other purpose, shall be allowed on the site or building for which the site has been leased out, except with the previous permission in writing of the Administrator, U.T., Chandigarh.

(16) All disputes arising out of the allotments in question shall be the subject of the jurisdiction of U.T. Chandigarh. Secretary Agriculture, Chandigarh Administration shall be Appellate Authority and Chief Secretary, Chandigarh Administration shall be the Reviewing Authority, Secretary, State Agricultural Marketing Board, U.T. Chandigarh, being the Estate Officer for the properties in the Mandi at Sector-39, Chandigarh.

ANNEXURE-“A”

LIST OF SITES PROPOSED TO BE E-AUCTIONED ON LEASEHOLD BASIS

[Clause A(i)]

| Sr. No. | Location/Sector   | Site No. | Total sites | Area in Sq. Yds. | Reserve Price (Rs.)          | 2% EMD of reserved price OR Rs. 2 lakhs, whichever is higher (Rs.) |
|---------|---|----------|-------------|------------------|------------------------------|--|
| 1       | Fruit and Vegetables Market, Sector-39(west), U.T. Chandigarh | 1 to 92  | 92 NO.      | 119.87 4 each    | 3,70,26,681 /- for each site | 7,40,534 /- for each site  |

**Note: 5% extra will be charged for corner plots**

**AUTHORISATION AND DECLARATION LETTER**  
[Clause A(X)(c)]

To

The Estate Officer,  
State Agricultural Marketing Board,  
U.T. Chandigarh

Sub.: Authorisation/Declaration Letter.

I/We hereby authorise Mr./Ms. \_\_\_\_\_ to bid on my/our behalf.

I/We further declare that in case the bid contract is awarded to me/us, the following persons will have share in the property as mentioned against each :-

| Sl. No. | Name of the person | Father’s/Husband’s Name | PAN No. | % share |
|---------|--------------------|-------------------------|---------|---------|
| 1.      |                    |                         |         |         |
| 2.      |                    |                         |         |         |
| 3.      |                    |                         |         |         |
| 4.      |                    |                         |         |         |
| 5.      |                    |                         |         |         |
|         |                    |                         |         |         |

Signature(s) 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_

**FORM –I**

[Clause D2(2)(3)]

**AGREEMENT TO TRANSFER LEASE HOLD RIGHTS**

This Agreement to transfer Lease Hold Rights is being executed on \_\_\_\_ day of \_\_\_\_\_, 202 , at Chandigarh, between \_\_\_\_\_ (hereinafter called as the Lessor), which term shall where the context so admit, include its representatives, successors, etc. of the one part;

AND

\_\_\_\_\_  
(hereinafter called as the Lessee/Bidder), which term shall where the context so admits, includes his/their heirs, legal representatives, executors, successors, administrators etc. of the other part.

Whereas the Lessor is the absolute owner of \_\_\_\_\_ measuring \_\_\_\_\_, situated in \_\_\_\_\_. The said property is free from all encumbrances. The lessee/bidder has applied for transfer of lease hold rights in respect of site \_\_\_\_\_ Sector\_\_\_\_\_,Chandigarh and his application for transfer of lease hold rights has been accepted by the Lessor on the terms and conditions as enumerated below:-

1. That the total consideration money has been fixed at Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_),in respect of the site/building No.-----Sector -----Chandigarh measuring -----sq. yards out of which a sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) being 25% amount of the total consideration money has been paid by the lessee/bidder. The Lessor hereby acknowledges the receipt of the same.
2. That the balance amount of 75% of the consideration money shall be paid by the lessee/bidder within 90 days in terms of the provisions of the Chandigarh Estate Rules, 2007.
3. That failure on the part of the lessee/bidder to deposit 75% of the consideration money within the prescribed period of 90 days, shall result in cancellation of the allotment of site/building, as the case may be, and the amount deposited by him shall

be forfeited as provided under item (3) under the heading “(3) Deposit of balance amount” and the intending lessee/bidder shall have no claim to any damages.

4. That similarly on the failure on the part of the Lessor to fulfill its obligation to transfer the lease hold rights in the property for any reason other than the reasons connected with public order, security of State or change in public policy, the lessor shall return the amount of 25% paid by the lessee/bidder without interest as specified in itmen (4) under the heading “ Deposit on close of Bid or Auction”.

5. That the lessee/bidder shall abide by the provisions of the Capital of Punjab (Development and Regulation ) Act, 1952 and the Chandigarh Estate Rules, 2007, as amended from time to time.

6. That this agreement to transfer lease hold rights has been prepared in duplicate and each party has kept a copy of the same.

In witness whereof both the parties have signed this Agreement to transfer the lease hold rights on the day,.....of the month .....of the year.....  
aforementioned.

Seller

Lessee

Witness No.1.

Witness No. 1

Witness No.2.

Witness No. 2

## FORM -II

### Lease deed in respect of allotment of site or building

THIS DEED made on this.....day of..... 20..... BETWEEN THE PRESIDENT OF INDIA (hereinafter called "The Lessor") of the one part and Shri/Smt..... s/o/D/o/Wife of.....(hereinafter called the "Lessee") of the other part.

Whereas the Lessee has applied by bid at public auction to the Lessor for grant of a lease of the plot of a land, belonging to the Lessor hereinafter described and the Lessor has accepted such application and has agreed to allot the said plot to the Lessee in the manner hereinafter appearing.

And whereas the Lessee has paid a sum of Rs..... (Rs. . . . .only) being the consideration money for the said site. Now this Deed witnesseth that for the purpose, of carrying into effect the said lease and in consideration of the covenants of the lessee hereunder contained and of the said sum of Rs.....(Rupees.....) paid by the lessee (the receipt of which the Lessor hereby acknowledges) and of the annual ground rent hereinafter reserved and of the covenants of the lessee, hereinafter contained, the Lessor doth hereby allot SCO site No. .... Sector ....., Chandigarh , measuring an area of..... Square yard/Metres or thereabout situated at .....which plot is more particularly described in the plan filed in the office of the Estate Officer, Chandigarh, signed by the Estate Officer, Chandigarh on the.....day of.....20.....TOGETHER with all rights, easements and appurtenances whatsoever to the said SCO site belonging or pertaining to hold the premises hereby demised unto the lessee for 33 years from the date of execution of lease deed, renewal for two like periods of 33 years each subject to the condition that the lessee continues to abide by all the conditions of lease at the time of such extension and thereafter to hold the same at the discretion of the State Agricultural Marketing Board, U.T. Chandigarh for such further period and on such terms and conditions as the State Agricultural Marketing Board, U.T. Chandigarh may so decide and YIELDING AND PAYING therefor annual ground rent at the rate of 2-1/2 % of the consideration money for the initial 33 years, 3- 3/4% of the consideration money for the next 33 years and at 5% of the consideration money for the remaining 33 years of the lease. The annual ground rent shall start accruing form the date of execution of lease deed, namely, the.....day of.....two thousand.....and shall become due on the first anniversary of the date of execution of the lease deed and be payable on

the 10th day of the month following the month in which the amount becomes payable according to the English calendar.

Subject always to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say as follows :

- I. The Lessor excepts and reserves unto himself all mines, minerals, coals, gold, washing, earth oils and quarries in or under the plot and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot or for any building for the time being standing thereon provided always that the lessor shall make reasonable compensation to the lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

(Not applicable in the case of allotment of a building)

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

(1) The Lessee shall pay without demand unto the lessor the annual ground rent hereby reserved within the time hereinbefore appointed and in the manner laid down in the Chandigarh Estate Rules, 2007

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

(3) The lessee shall, within a period of three years from the date of execution of lease deed, after obtaining sanction to the building plan with necessary designs, plans and specifications from the Estate Officer at his own expense, erect upon the plot and complete it in a substantial and workman like manner residential/ commercial/industrial with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan and to the entire satisfaction of the Estate Officer. (Not applicable in the case of allotment of a Building)

(4) (a) The lessee shall not sell or otherwise transfer his/her right in the site/building or part thereof for a period of 15 years from the date of allotment of site/building. After the expiry of this period, the lessee may be allowed by Estate Officer to sell or transfer his/her rights in the site/building to any other party subject to the condition that 1/3rd of the unearned increase in the value i.e the difference between the consideration money

paid by the original lessee and the market value of the site/building at the time of permission of transfer, shall be paid to the State Agricultural Marketing Board, U.T. Chandigarh before registering such sale or transfer. The market value of the property for this purpose shall be assessed by the Estate Officer or any other authority which may be appointed by the Estate Officer whose decision shall be final and binding on the lessee

Provided that in the event of the consent being given the Lessor shall be, entitled to claim and recover 1/3rd of the unearned increase in the value (i.e. difference between the premium paid by the original lessee and the market value) of the site/building at the time of transfer or assignment and the decision of the Lessor in respect of the market value shall, subject to the Chandigarh Estate Rules, 2007, be final and binding

Provided further that the Lessor shall have the pre-emptive right to purchase the property after deducting 1/3rd of the unearned increase as aforesaid.

Provided further that the Lessor's right to the recovery of 1/3rd of unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply, equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.

(4) (b) Notwithstanding anything contained in sub-clause (a) above the Lessee may, with the previous consent in writing of the Estate Officer, mortgage or charge the site in favour of the Central Government, State Government, Chandigarh Administration, Life Insurance Corporation of India, any Scheduled Bank, anybody Corporate created under a State/Central Act or anybody corporate/undertaking wholly owned by Government for securing a loan to be advanced by them for constructing the building on the site.

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

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



devolution to the Lessor. The transferee or the person on whom the title devolves as the case may be, shall supply the Lessor certified copies of the documents evidencing the transfer or devolution.

(7) The lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description, which may at any time hereafter during the continuance of this lease be assessed, charged or imposed upon the building hereby demised or on the landlord or tenant in respect thereof.

(8) All arrears of annual ground rent and other payments due in respect of the plot thereby demised, shall be recoverable in the same manner as arrears of land revenue.

(9) The lessee, shall in all respect comply with and be bound by the Capital of Punjab (Development and Regulation) Act, 1952, and the rules made thereunder.

(10) The lessee shall not without sanction or permission in writing of the proper authority erect any building or make any alteration or addition to such building on the plot.

(11) The lessee shall not without the written consent of the lessor carry on, or permit to be carried on, on the plot or in any building thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than mentioned in this deed or do or suffer to be done therein anything, whatsoever or which in the opinion of the lessor may be a nuisance, annoyance or disturbance to the lessor and persons living in the neighbourhood.

(12) The lessee shall at all reasonable times grant access to the plot to the Estate Officer, State Agricultural Marketing Board, U.T. Chandigarh, for being satisfied that the covenants and conditions, herein have been and are being complied with.

(13) The Lessee shall on the determination of this lease peaceably yield up the said plot unto the Lessor.

(14) In the event of the lease of the site being cancelled, the lessee shall remove the structure at his own expense within such reasonable time, not exceeding three months as may be prescribed, by the Estate Officer and restore possession of the site in the condition in which he took the same at the commencement of the lease. If the lessee fails to remove the structure within the period mentioned above, the Estate Officer shall be competent to

remove the same and recover the expenses incurred in doing so from the person, whose lease had been cancelled or auction/allot the site along with the structure and after deducting the market value of the site, refund the balance to the lessee. The Estate Officer shall determine the market value and his decision shall subject to a right of appeal under the Chandigarh Estates Rules, 2007, be final and binding.

Or

In the event of the lease of the building being cancelled, the lessee shall remove the infrastructure at his own expense within such reasonable time, not exceeding three months as may be prescribed by the Estate Officer and restore possession of the building in the condition in which he took the same at the commencement of the lease. If the lessee fails to remove the infrastructure within the period mentioned above, the Estate Officer shall be competent to remove the same and recover the expenses incurred in doing so from the person, whose lease had been cancelled or auction/allot the building along with the structure and after deducting the market value of the site, refund the balance to the lessee. The Estate Officer shall determine the market value and his decision shall subject to a right of appeal under the Chandigarh Estates Rules, 2007, be final and binding (strike out which is not applicable)

(15) If the annual ground rent hereby reserved or any part thereof shall at any time be in arrears and unpaid within the period hereinbefore mentioned, the lessee shall be liable to pay a penalty not exceeding 100% (One hundred per cent) of the amount due which may be imposed and recovered in the manner laid down in Section 8 of the Capital of Punjab (Development and Regulation) Act, 1952 as amended from time to time. Further if it is discovered that this lease has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud or if there shall have been in the opinion of the lessor, whose decision shall be final. Any breach by the lessee or by any person claiming through or under him of any of the covenants or conditions contained herein and on his part to be observed or performed, then and in any such case it shall be lawful for the lessor notwithstanding the waiver of any previous cause or right for re-entry upon the site hereby demised and the building thereon to re-enter upon and take possession of the plot and the buildings and fixtures thereon, and thereupon this lease and everything herein contained, shall cease and

determine and the Lessee shall not be entitled to any compensation whatsoever nor to the refund of any consideration money paid by him.

Provided that notwithstanding anything contained herein to the contrary, the lessor may without prejudice to his rights of re-entry aforesaid, and in his absolute discretion waive or condone breaches temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by him.

(16) No forfeiture or re-entry shall be effected until the lessor has served the lessee a notice in writing :

(a) specifying the particular breach complained of; and

(b) if the breach is capable of remedy requiring the lessee to remedy the breach, and the lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy and in the event of forfeiture or re-entry the lessor may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.

(17) All notices, orders, directions, consents or approvals to be given under this lease shall be in writing and shall be signed by such officer as may be authorized by the Estate Officer and shall be considered as duly served upon the lessee or any person claiming any right to the site if the same shall have been affixed to any building or erection whether temporary or otherwise upon the plot or shall have been delivered at or sent by post to their residence, office or place of business or last known residence, office or place of business of the lessee of such person.

(18) All powers exercisable by the lessor under this lease may be exercised by the Estate Officer, State Agricultural Marketing Board, U.T. Chandigarh. The lessor may also authorise any other officer to exercise all or any of the powers exercisable by him under this Lease.

(19) In this lease, the expression "Estate Officer" means the Estate Officer, State Agricultural Marketing Board, U.T. Chandigarh 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 Estate Officer, State Agricultural Marketing Board, U.T. Chandigarh 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 Estate Officer, State Agricultural Marketing Board, U.T. Chandigarh under this lease.

(20) 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.

(21) This lease is granted under the Capital of Punjab (Development and Regulation) Act, 1952, as amended from time to time.

IN WITNESS WHEREOF Sh.....for and on behalf of and by the order and direction of the lessor has hereunto set his hands and Shri/Shrimati.....the lessee, has hereunto set his/her hand on the day and year first above written.

Signed by Shri.....

for and on behalf of and by the order and direction of the President of India in the presence of:-

(Estate Officer)  
LESSOR

Signed by Shri/Shrimati.....  
In the presence of

LESSEE

1. Shri . . . . Full Address (Signature)

2. Shri . . . . Full Address (Signature)