

UNION TERRITORY
CHANDIGARH ADMINISTRATION.

No. 8855/RCE-18/G-III dated, Chandigarh, the: 15th Nov., 76

To

The President,
D. A. V. College Managing Committee,
New Delhi.

C/o Principal DAV College,
Chandigarh.

Subject: Allotment of land for Nursery School in Sector
8-C Chandigarh on lease hold basis for 99 years.

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MEMO

Reference your Letter dated 19.10.76, on the
subject cited above.

2. The following site is hereby allotted to D. A. V.
College Managing Committee, New Delhi for the construction
of a building for Nursery Classes only on the following
conditions:-

Sector	Site No.	Area in sq-yards	Total premium	Rate per Sq-yd.	Ground rent @ Rs. 100/- per acre per annum.
8-C	-	2444.4	Rs. 24,444.00	Rs. 10/-	Rs. 100/- per acre per annum.

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 provisions
of the capital of Pb. (Dev. & Reg.) act 1952, as amended upto
date and rules made thereunder.

5. The sum of Rs. 6111/- paid by the Committee 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 issue of allotment letter.
However, in case it is intended to pay the premium in

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instalments, it can be paid in three equated yearly instalments with interest @ 7% per annum, the 1st instalment being payable on the expiry of the one year from the date of allotment. Interest shall accrue from the date of allotment. The following shall be the scheduled of payment of instalments of premium/ground rent.:-

Sr. No. of instalment.	Due date of payment	Date upto which payment shall be made.	Amount of equated instalment including interest.
Ist instalment	15-11-77	10-12-77	Rs. 6985/79 each.
2nd instalment	15-11-78	10-12-78	
3rd instalment	15-11-79	10-12-79	
Annual rent @ Rs. 100/- per year per acre.	15-11-77	10-12-77	and subsequent years.

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 scheduled bank situated at Chandigarh. PAYMENT BY CHEQUE IS NOT ACCEPTED.

8. (a) 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 non payment of any instalment of premium or rent by the 10th 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 of which the instalment 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~~ 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 Govt. may decide. In addition to the premium mentioned in para II above, ground rent at the rate of Rs. 100/- per acre per annum is payable every year.

10. The committee shall have to execute a lease deed within six months from the date of allotment in the prescribe proforma in such manner as may be directed by the Estate Officer. The stamp duty leviable is Rs. 855/- according to prevalent rates and all other expenses in respect of the execution/re-registration of lease deed shall be borne by the committee. The lease deed on non judicial stamp paper, to be purchased from the Central Treasury, Chandigarh only of the requisite value is to be got typed in duplicate keeping the carbon copies on judicial papers. Reverse paper 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 (Dev. & Reg.) Building Rules, 1952, and provisions of the frame control and Architectural Control and the zoning plan (wherever applicable).

12. No fragmentation of the site or amalgamation of site shall be permitted. Nursery school on this land shall be maintained as a separate entity and the site shall not be amalgamated with the site already in possession of D.A.V. Higher Secondary School.

13. The committee shall pay all fees and taxes 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 DAV Management Committee 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 for twenty five years from the date of obtaining occupation certificate of the building. After the aforesaid period, the lessee may transfer its rights with the permission in writing of the Estate officer, in the site to some other Registered Sabha/~~Committee~~ Committee subject to the condition that 50% (fifty percent) of the unearned increase in the value of the land at the time of the site is transferred, shall be payable to the Chandigarh Admn. 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, however, have a right to produce his evidence and of being heard.

16. Nursery school building shall be dedicated to the D.A.V. Managing Committee New Delhi and shall not remain the Sole property of the donors to be converted by later to personal use.

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 will be the date of receipt of application for permission to occupy the building in form D annexure to P.b. Capital (Dev & Reg.) Building Rules, 1952 accompanied by completion certificate from a qualified Architect, who supervised the construction of the building provided the buildings is also certified to have been completed ~~according~~ according to the sanctioned plan by the Chief Administrator. The building can be occupied only after occupation Certificate has been obtained from this office.

18. No shop or commercial building of any kind including canteen shall be allowed to be constructed on the land.

19. In the event of default, breach or non compliance of any of the condition 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 government. After the cancellation of lease, it shall be the responsibility of the lessee to remove the malba/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 lease failing which the Estate Officer shall be competent to remove the malba/ structure or to proceed the auction/allot the site along with the building thereon and after deducting the market value of the site 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 by the lessee following the auction/allotment of site and building thereon, the Chief Administrator shall act as the sole arbitrator and his decision shall be binding on the parties.

20. A booklet containing the Capital of Pb. (Development and Regulation) Act 1952, the Punjab Capital (Development and Regulation) Building Rules, 1952 the Chandigarh lease hold of sites and Buildings Rules, 1973 can be had from this office on payment.

21. In all correspondence on the subject, you could invariably quote file No. which is RCE-18 in your case in order to facilitate an early attendance of the correspondence. Payment of premium/ rent will be deemed to have been made on the date when necessary particular are supplied to the Estate Officer in writing.

22. The committee shall not fix any posters, hand bills on any part of the building/ verandah nor shall allow any other persons to do the same.

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

24. The terms and conditions of the allotment letter shall be in addition to the provision of Capital of Punjab (Dev.&Reg) 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.

25. The possession of the land should be obtained from the Executive Engineer, Capital Project Division No. 3, Chandigarh on the production of this allotment letter.

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

Endst. No. XX. /RCE-18/G-III dated: November, 1976.

A copy is forwarded to the Finance Secretary, Chandigarh Administration on, Chandigarh for information with reference to his office memo No. 3093-UTFI(V)-76/15434 dt. 4.8.76

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

Endst. No. /RCE/18/G-III Dated, Chandigarh, the: Nov.76

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

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

Endst. No. /RCE-18/G-III Dated : November, 76.

A COPY is forwarded to the Executive Engineer, Capital Project Division. No. 3, Sector 16, Chandigarh for information and necessary action.

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