

Chandigarh Model Milch Cattle Centre Scheme, 2008

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No. 43/3/276-UTFI(5)-2008/6737.—In exercise of the powers conferred by sections 3 and 22 of the Capital of Punjab (Development and Regulation) Act, 1952 as adapted by the Punjab Reorganisation (Chandigarh) Adaptation of Laws on (State and Concurrent subjects) Order, 1968 and all other powers enabling him in this behalf, the Administrator, Union Territory of Chandigarh, is pleased to make the following scheme namely:—

1. The scheme shall be called the “Chandigarh Model Milch Cattle Centre Scheme, 2008”.

2. It shall come into force from the date of its publication in the Chandigarh Administration Gazette and shall apply to all the dairy farmers seeking allotment of cattle shed sites in the Model Milch Cattle Centres established under this scheme.

3. In this Scheme, unless the context otherwise requires. - All words and expressions, not defined hereunder shall have the same meaning as assigned to them in the Capital of Punjab (Development and Regulation) Act, 1952 and the rules made thereunder:—

(i) “Act” means the Capital of Punjab (Development and Regulation) Act, 1952.

(ii) “Chief Administrator” means an officer appointed as such by notification in the official gazette to perform the functions of the Chief Administrator under the Capital of Punjab (Development and Regulation) Act, 1952.

(iii) “Dairy Farmer” means a person engaged in rearing or milch cattle as a source of livelihood within U.T., Chandigarh,

(iv) “Form” means a form appended to this scheme.

(v) “Model Milch Cattle Centre” Means area identified and developed by the Chandigarh Administration having the infrastructure consisting of cattle sheds, fodder stores, veterinary clinic, dormitories for attendants, biogas plant, Milk Collection/Chilling Centre etc.

(vi) “Nodal Agency” means “Municipal Corporation”, Chandigarh for Milch Cattle Centres within the present Municipal Area or the areas which shall be transferred to Municipal Corporation in future and the Directorate of Animal Husbandry for Milch Cattle Centres falling outside the Municipal area.

(vii) “Prescribed mode of payment” means mode of payment of monthly Licence fee as prescribed by the Chandigarh Administration from time to time.

4. Power and functions of Nodal agency.-

(a) to allot/re-allot cattle shed sites to eligible persons.

(b) to receive the Licence fee or any other payment under this scheme.

(c) to get the site inspected at all reasonable times.

(d) to cancel/revoke the Licence and take the vacant possession of the premises.

5. Planning/Development of Milch Cattle Sites.—The sites in the Model Milch Cattle Centre shall be developed by the Nodal Agency in accordance with the plan approved by the Urban Planning Department. The common infrastructure such as fodder stores, dormitories for attendants, veterinary dispensary, milk collection/ chilling centre, bio-gas plant, area of washing of animals, drinking water for cattle head and attendants, streets and lights etc. shall be provided by the Nodal Agency.

6. Eligibility.—A person shall be eligible for the allotment/allocation of Milch Cattle sites under this scheme, if—

- (a) he/she is a dairy farmer and rearing/keeping minimum of five Milch Cattle as a source of livelihood.
- (b) he/she is a bona fide resident of Chandigarh and has completed 18 years of age on the date of application.
- (c) the dairy farmers having Milch Cattle less than five will be allotted sites jointly with other persons so that the minimum number of milch cattle per/shed is five.
- (d) the applicant should not be employee of Central/State Government or its Board, or Corporation.
- (e) the applicant or any family member should not have availed the benefit of such scheme in the past.

7. Mode of Allotment.—

- (i) Application for allotment under this scheme shall be made in the manner prescribed by the Nodal Agency through advertisement in the press.
- (ii) The allotment of cattle shed sites in the Model Milch Cattle Centre shall be made on licence basis to eligible persons by the Nodal Agency, by draw of lots. Refusal or failure of a person to accept the allotment at any stage would render him ineligible under the Scheme.

8. Execution of Licence Deed.—The licensee shall execute Licence Agreement/Deed of Licence with the Nodal Agency and get the same registered with the Sub-Registrar, U.T., Chandigarh. The stamp duty and all other expenses as applicable for the execution/registration of the Licence Deed shall be borne by the licensee.

9. Mode of Payment of Licence fee and consequence of non-payment thereof.—

- (i) The allottee under this scheme shall pay a monthly Licence fee as determined by the Administration from time to time which shall be payable on half yearly basis in the first week of months of January and July of every year in advance.
- (ii) The monthly Licence fee shall be increased @ 10% after a period of every three years.
- (iii) In case the Licensee fails to pay the Licence fee by the due date, he shall be liable to pay the same with interest @ 12% from the date on which the Licence fee becomes payable till such date it is actually paid. In the event of non-payment of Licence fee along with interest within three months from the date it has fallen due, the Nodal Agency after giving notice of 15 days and after giving hearing to the Licensee, may cancel the licence deed.
- (iv) The arrear of Licence fee and/or damages assessed, if any, shall be recoverable as arrears of land revenue.

10. Construction of Cattle Shed.—The Licensee shall be required to complete the construction of the cattle shed in accordance with the approved plan and the Rules as applicable, within a period of six months. This period can be extended further by six months by the Chandigarh Administration subject to the payment of extension fee as may be prescribed by the Administration.

If the construction of the shed is not completed even within the extended period, the Licence shall stand cancelled without any notice.

11. The Licensee shall not assign his/her rights in the Licence directly or indirectly and shall not sublet, transfer or otherwise part with, in (sic) any manner, the possession of site/built up cattle shed or any part thereof. Partnership for running the business in the said site/shed shall be construed as subletting and breach of terms and conditions of allotment.

12. The Licensee shall have no right to transfer, by way of sale, gift, mortgage, or otherwise any right, title or interest in the site/shed which vests in the Licensor.

13. The Licensee under the scheme shall not be entitled to execute a General Power of Attorney, Special Power of Attorney or Will in respect of affairs of the site/shed in any manner.

14. The Licensee shall not make any addition, alteration in the cattle shed constructed on the licensed site. No fragmentation or amalgamation of the cattle shed sites shall be permitted.

15. The Licensee shall at all times keep and maintain the shed in a proper state of cleanliness to the satisfaction of the Nodal Agency.

16. The cattle shed site shall be used exclusively for the purpose and trade for which it has been allotted and shall not be used for any other purpose such as residence of the Licensee or the attendants. No obnoxious or any other trade shall be carried on or allowed to be carried on in the said shed. No activity such as STD, FAX Machine, Photostat Machine and or any other commercial activity shall be allowed in the said shed.

17. The Licensee shall be responsible for getting any Licences, permits and permission from any Government or other authorities in connection with the use of premises and he will make the payments of fee, if any, at his own.

18. The expenditure on account of water/electric connection shall be borne by the Licensee and the Licensee shall pay water/electricity charges in accordance with the relevant rules.

19. All Cess, Water Rates, Electricity Charges and Taxes imposed by any authority under any law for the time being in force shall be paid by the Licensee.

20. Levelling, filling etc. of the site of cattle shed and its subsequent maintenance shall be done by the Licensee at his own cost

21. The common areas between the sheds etc. should only be used strictly as planned for no other purpose.

22. The right of displaying advertisements on and of use of end walls of the end site and the benefits derived therefrom shall vest in the Chief Administrator.

23. In the event of death of the Licensee, the Licence shall stand terminated. However the legal heir/heirs shall be entitled to apply for fresh Licence and the same will be granted at the sole discretion of the Nodal Agency subject to the fulfilment of the eligibility conditions under the scheme.

24. The Licensee shall abide by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the rules framed thereunder, regulations and instructions as applicable and issued from time to time, in the matters pertaining to the running of dairy business.

25. In case the Licensee desires to get the licence terminated, he/she shall vacate the site/shed at any time after giving a minimum of 30 days notice for the same.

26. The nodal agency shall have the right to get the premises vacated from the Licensee without any notice in case of exigency arising as a result of orders, instructions, notifications, rules or laws issued or made by the Central/State Government, or any other competent authority and the Licensee shall vacate the said premises immediately without any protest.

27. Any officer of the Nodal Agency duly authorised in writing shall be entitled all reasonable times, to enter and inspect the site/shed with a view to ensuring that no terms and conditions of Licence deed are being violated.

28. The nodal agency shall be entitled to recover damages from the Licensee for any loss or damage that may be caused due to non-compliance of the conditions of the licence deed.

29. In case of infringement of any term and condition of the scheme, an officer of the Nodal Agency conferred with the powers of the Estate Officer may, after such inquiry, if deemed necessary and after giving a reasonable opportunity of being heard to the Licensee, terminate the licence and forfeit whole or part of the amount of security.

30. The Licensee will hand over the vacant and peaceful possession of the premises to the Nodal Agency immediately on the termination of the said licence.

31. Any person feeling aggrieved by an order passed by an officer of the Nodal Agency conferred with the powers of the Estate Officer may prefer an appeal before the Chief Administrator in accordance with the provisions of Capital of Punjab (Development and Regulation) Act, 1952 whose order/decision shall be final.

32. The Administrator, Union Territory, Chandigarh may relax all or any of the provisions of this scheme for reasons to be recorded in writing in public interest.

FORM 'A'

Application for allotment of a site under Chandigarh Model Milch Cattle Centre Scheme, 2008

To

The Commissioner, Municipal Corporation/Director,
Animal Husbandry,
Chandigarh.

Sir,

I,..... son/daughter/wife of (in block letters), resident of..... hereby apply for allotment of a site in the Model Milch Cattle Centre,....., on license fee basis.

2. I undertake to pay the rent at the rate prescribed by the Chandigarh Administration from time to time and also undertake that I shall abide by the terms and conditions of lease and applicable rules.

3. I am the bona fide resident of Chandigarh and has completed 18 years of age. My present address is..... I am enclosing following documents as proof of residence and age:—

(1)

(2)

4. I am running a dairy at present at and have the following head of milch cattle:

(a) Buffaloes

(b) Cows

5. I am not the employee of Central/State Government or its Boards/ Corporation.

6. I or any of my family members have not availed the benefit of such scheme in the past.

7. I enclose herewith a demand draft No.dated..... for the amount of Rs..... equivalent to three months rent as security, payable to the Municipal Corporation, Chandigarh/Director, Animal Husbandry, Chandigarh and payable at.....bank, Chandigarh.

DECLARATION

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

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

3. I,the above named hereby declare that I have carefully read and understood the terms and conditions of the Chandigarh Model Milch Cattle Centre Scheme, 2008 and also the provisions of the Capital of Punjab (Development and Regulation) Act, 1952, as amended up to date and rules framed thereunder and do hereby agree to abide by them.

Yours faithfully,

Dated:

(Signature of the applicant)
Address for correspondence.
