

The Allotment of Land to the Publishers of the News Papers in Sector 25, Chandigarh, on Lease-hold Basis, Scheme, 1998

[See Chd. Administration Gaz. (Extra) dt. 18-11-1998 at Page 1720-1725]

No. UTFI (4)-98/15024. - In exercise of the powers conferred by Section 3 and Section 22 of the Capital of Punjab (Development and Regulation) Act, 1952, and the rules made thereunder, the Administrator, Union Territory, Chandigarh is pleased to make the following Scheme for the allotment of land to Publishers of the News Papers on Lease-hold basis in the Union Territory of Chandigarh namely : -

1. This scheme may be called "The Allotment of land to the Publishers of the News Papers in Sector 25, Chandigarh, on Lease-hold basis, Scheme, 1998".

2. It shall come into force from the date of its publication in the Chandigarh Administration Gazette.

3. In this scheme, unless the context otherwise requires : -

All the words and expressions used in the scheme but not defined hereunder shall have the same meaning attached thereto in the Capital of Punjab (Development and Regulation) Act, 1952, and the rules made thereunder : -

(i) "Allotment" means allotment of a site on lease-hold basis under this Scheme.

(ii) "Competent Authority" means the Estate Officer appointed under the Capital of Punjab (Development and Regulation) Act, 1952 or any other officer appointed by the Administration under this Scheme.

(iii) "News-paper" means a reputed News paper proposed to be published from the allotted site by Individual, Group of Individuals, Society or Trust.

(iv) "Lease" means the transfer by or on behalf of Chandigarh Administration of the rights of use and occupation of any site to any person and the terms of lease shall be construed accordingly.

(v) "Lease deed" means premium paid or promised to be paid for the transfer of right to use the site.

(vi) "Society" means a Society registered under the Societies Registration Act, 1860.

(vii) "Trust" means a Trust registered under the Indian Trusts Act, 1926.

4. **Eligibility for allotment.** - Unless otherwise provided under this scheme, allotment of land shall be made subject to the following : -

(i) The Party/Society/Trust is having five years of experience in the publication of daily News-paper of repute on the date of Notice Inviting Applications.

(ii) The Party/Society/Trust has enough funds at the time of applying to pay atleast 25% of the Advertised cost of the land and 25% of the estimated cost of the building to be erected there upon and shall give sufficient proof for the same.

5. **Procedure for allotment.** -

(i) After this scheme comes into force, the Estate Officer shall invite applications by publishing a notice in the News-papers. Applications submitted in re-

response thereof under this scheme shall only be entertained and considered; Provided that those who have already submitted their applications, shall submit their applications in the form prescribed under this Scheme, mentioning the details of their earlier applications so submitted to the Estate Officer. Those who have already applied in prescribed form need not apply again.

(ii) The applicant shall submit only one application in response to the advertisement, to the Estate Officer in the prescribed form (Annexure-A).

(iii) No application under clause (ii) above shall be valid unless it is accompanied by the prescribed earnest money along with the prescribed mode of payment.

(iv) The allotment of site(s) under each category shall be through draw of lots from amongst the list of eligible applicants of that category, as recommended by the Screening Committee in the manner detailed in clause 5 (v) (a).

(v) (a) Application so received under clause (i) shall be screened by the Screening Committee consisting of the Chief Administrator, Chief Architect, Estate Officer, Joint Secretary, Finance and Director, Public Relations :

Provided that the Screening Committee may interview the applicants if required.

(vi) The result of the draw of lots shall be binding on the applicants.

(vii) The allotment of sites shall be approved by the Administrator on the basis of the results of the draw of lots.

(viii) The Estate Officer thereafter shall, subject to such conditions as may be imposed by the Chief Administrator, allot a site to the applicant intimating, by registered post the number, sector, approximate area, premium and the rent of the site proposed to be allotted.

(ix) The applicant, shall unless he refuses to accept the allotment, within 30 days of the date of issue of the allotment order, deposit further 15% of the premium by prescribed mode of payment. The remaining 75% of the premium shall be paid as prescribed in rule 12 of the Chandigarh Lease-hold of Sites and Building Rules, 1973.

(x) If the applicant refuses to accept the allotment within the said period of 30 days, he will be entitled to refund of the amount paid by him after deduction of 10% of the amount so deposited. The refusal shall be communicated to the Estate Officer by a registered letter (acknowledgement due). The refund shall be made by means of cheque payable at the State Bank of India at Chandigarh and the applicant shall bear collection charges of the same.

(xi) If the applicant fails to communicate his refusal to accept the allotment within 30 days and also fails to deposit 15% of the premium under sub-clause (ix) above, the Estate Officer may forfeit the whole or part of the earnest money.

6. Commencement and period of lease. - The lease shall commence from the date of allotment and shall be for a period of 99 years. After the expiry of the said period of 99 years, the lease may be renewed for such further period and on such terms and conditions as the Government may decide.

7. Delivery of possession. - The actual possession of the site shall be delivered to the lessee on payment of 25% of the premium in accordance with sub-clause (ix) of Clause 5 above and after the present site, if it is within the Union Territory, Chandigarh, is vacated. Provided that no ground rent payable and interest on the instalments of premium payable under this scheme shall be paid by the lessee till the actual and physical possession of the site is delivered or offered to be delivered to him, whichever is earlier.

8. Premium. - The land will be allotted at the rate of Rs. 15,000/- per square yard but the Administration reserves the right to revise the rate of premium from time to time.

9. Mode of payment of premium and consequences of non-payment or late payment : -

- (i) In addition to payment of 25% premium under Para 7 of the scheme, the remaining 75% premium may be paid in lump sum within 30 days from the date of allotment without any interest.
- (ii) If payment is not made in accordance with sub-clause (i), the balance of 75% premium shall be paid in three annual equated instalments along with interest at the rate of 12% per annum or at such higher rate of interest as may be determined by the Administrator by a notification in the official Gazette, before the commencement of the lease. The first instalment shall become payable after one year from the date of allotment.
- (iii) In case any instalment is not paid by the lessee by the date on which it is payable, a notice may be served on the lessee calling upon him to pay the instalment within a period of three months together with a penalty which may extend upto 10% of the amount due. If the payment is not made within the said period, the Estate Officer may cancel the lease and forfeit the whole or any part of the money if paid in respect thereof which, in no case, shall exceed 10% of the total amount of the consideration money, interest and other dues payable in respect of the lease :

Provided that forfeiture will not be made in addition to penalty :

Provided further that no order of cancellation or forfeiture shall be made without giving the lessee a reasonable opportunity of being heard. If the order of cancellation is for non-payment of penalty, the lessee may show cause, why the penalty should not be levied.

- (iv) In case any equated instalment or ground rent or part thereof is not paid by the lessee by the date on which it became payable he shall be liable to pay in respect of that instalment or ground rent or part thereof as the case may, interest calculated at the rate of twenty four per cent per annum from the date on which the instalment or ground rent became payable till such date it is actually paid.
- (v) Each instalment shall be remitted to the Estate Officer by the prescribed mode of payment. Every such remittance shall be accompanied by a letter showing full particulars of the site to which the payment pertain or a statement giving reference to the number and the date of the allotment referred to in para 5 (viii). In the absence of these particulars, the amount remitted should be deemed to have been received only on the date when the remitter supplies correct and complete information.

10. Rent and consequences of non-payment. - In addition to the premium in respect of the site, the lessee shall pay rent as under : -

(i) Annual rent shall be 2-¹/₄ % of the premium for the first 33 years, which may be enhanced to 3-¹/₄ % of the premium for the next 33 years and to 5% of the premium for the remaining period of lease.

(ii) Rent shall be payable annually on the due date without any demand from the Estate Officer :

Provided that the Estate Officer may for good and sufficient reasons extend the time for payment of rent upto six months on the whole on further payment of 6% per annum interest from the due date upto the date of actual payment.

(iii) If rent is not paid by the due date, the lessee shall be liable to pay a penalty not exceeding 100% of the amount due which may be imposed

and recovered in the manner laid down in the Section 8 of the Capital of Punjab (Development and Regulation) Act, 1952 as amended by Act No. 17 of 1973.

11. Execution of lease deed : -

- (i) After payment of 25% premium the lessee shall execute a lease deed in the prescribed form in such manner as may be directed by the Estate Officer, within six months of the date of allotment or within such further period as the Estate Officer may for good and sufficient reasons allow.
- (ii) If the lessee fails to execute a lease deed in accordance with sub-clause (i) above, the Estate Officer may cancel the lease and forfeit a sum upto 25% of the premium provided that before taking action as aforesaid, the Estate Officer shall afford reasonable opportunity to the lessee of being heard.

12. Time within which building is to be erected. - The lessee shall complete the building within three years from the date of allotment in accordance with the rules regulating the erection of building. The time limit may be extended by the Estate Officer for good and sufficient reasons. The date of completion of building will be the date of receipt of application for permission to occupy the building accompanied by a completion certificate from the licensed Supervisor/qualified Architect who supervised the construction provided that the building is also certified to have been completed according to the sanctioned plan by the Chief Administrator.

13. (i) The lessee shall not be entitled to transfer the site or the building in any manner nor by way of General Power of Attorney.

(ii) If at any later stage it is found that the allotment of site has been obtained fraudulently by furnishing false information or suppressing true facts, the allotment shall be liable to be cancelled by the Estate Officer and apart from cancellation of site the lessee shall be liable to criminal action.

14. The lessee shall under no circumstances allow the building to be used for purposes other than for actually publishing the news paper from the site except that the lessee will be free to give up to 40% of covered area on rent/hire for office use only; provided that a newspaper is actually being published from the site.

15. Notwithstanding anything to the contrary the allotment of sites under this Scheme shall be subject to the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the Chandigarh Lease-hold of Sites and Building Rules, 1973 and further such instructions/orders/amendments made thereunder from time to time.

16. Registration and Stamp Duty. - Registration of the lease is compulsory. The lessee shall bear and pay expenses in respect of the execution and registration fee payable thereof, in accordance with the law in force at the time of execution and registration.

17. The lessee shall not make amalgamation or fragmentation the site allotted to him.

18. The Competent Authority may through his officers and officials at all reasonable times, in a reasonable manner, enter in or upon any part of the site for the purpose of ascertaining as to whether the allottee has duly observed the conditions of the allotment.

19. If any difficulty arises in giving effect to the provisions of this scheme, the Chief Administrator may make such provisions or give such directions not inconsistent with the provisions of this scheme.
