

CHANDIGARH ADMINISTRATION
Enfacement Under Section 42
of Indian Stamp Act, 1899.

Certified that Stamp Duty of Rs. _____
 (Rs. _____)
 has been paid by Sh/Smt/Ms. _____
 _____ r/o _____
 vide Try. Challan No. _____ dated _____

Attested Photo

District Treasury Officer
 Central Treasury, U.T., Chandigarh
 Exercising The Powers of The
 Collector, U.T. Chandigarh

DEED OF CONVEYANCE OF A BUILDING SITE UNDER AND APPURTENANT TO A DWELLING UNIT ALLOTTED ON LEASE HOLD BY THE CHANDIGARH HOUSING BOARD CONVERTED INTO FREE HOLD UNDER THE SCHEME "THE CHANDIGARH CONVERSION OF RESIDENTIAL LEASE HOLD LAND TENURE INTO FREE HOLD LAND TENURE, RULES, 1996"

File No. _____

Deed of conveyance of Site under and appurtenant to Dwelling Unit No. _____ Sector _____ Chandigarh, to be used for residential purpose in the Union Territory, Chandigarh.

This indenture is made on the _____ day of _____ 201
 between :

i) The President of India through the Estate Officer, Union Territory, Chandigarh, (hereinafter called the "Vendor") and the Chandigarh Housing Board, Chandigarh, constituted under Section 3 of the Haryana Housing Board Act, 1971, as extended to the Union Territory, Chandigarh, having its Principal Office at 8, Jan Marg, Sector 9-D, Chandigarh (hereinafter called the "erstwhile lessee"), of the one part;

And

ii) Shri/Smt/Ms. _____ S/o/D/o/w/o
 Sh. _____ resident of House No. _____
 Sector _____, Chandigarh, (hereinafter called the Transferee") of the other part;

WHEREAS the erstwhile lessee was allotted residential site No. _____
 Sector _____ Chandigarh, measuring _____ Sq. Yds. for a
 premium of Rs. _____ (Rs. _____
 _____ only) for 99
 years on Lease-hold basis vide Allotment Letter No. _____ dated _____

This Conveyance Deed is presented before me by
Shri/Smt./Ms. _____ aged about _____
S/o/D/o/W/o Sh. _____ resident of
House No. _____ Sector _____ Chandigarh
Occupation _____ on this _____ day
of _____ 201 for its registration in the office of the Sub Registrar,
U.T. Chandigarh between the hours of _____ AM / PM

**PRESENTOR
CHANDIGARH**

**SUB REGISTRAR
U.T., CHANDIGARH**

That the executant of this deed Shri/Smt./Ms. _____ admits its
execution and contents therein to be true and correct. The executant is identified to my
satisfaction by Sh. _____.

Both the witnesses are known to each other and the first witness is personally known
to me.

**EXECUTANT
CHANDIGARH**

**SUB REGISTRAR
U.T., CHANDIGARH**

Witnesses :-

Witness No. 1

Signature

Witness No. 2

Signature

under the Chandigarh Leasehold of Sites and Building Rules, 1973, to be used for bonafide residential purpose only;

That the Lease Deed in respect of the said site was executed on the _____ day of _____ 201 _____ between the Vendor, the Erstwhile lessee and on the _____ day of _____ 201 _____ between the Erstwhile lessee and the transferee.

AND WHEREAS the transferee had separately applied to the erstwhile lessee for the allotment of a flat on hire purchase/self financing basis and the erstwhile lessee on the faith of the statements and representations made by the transferee accepted such application and has allotted him/her independent house/flat No. _____ on ground floor /first floor/second floor/third floor on the plot number _____ situated in Sector _____, Chandigarh, constituting the part of the above-said site vide allotment letter No. _____ dated _____ on the terms and conditions contained therein, and has agreed to demise the land bearing the above said flat to the transferee;

AND WHEREAS the transferee has paid the sum of Rs. _____

(Rupees _____ only)

being the premium of land and the flat. (_____)

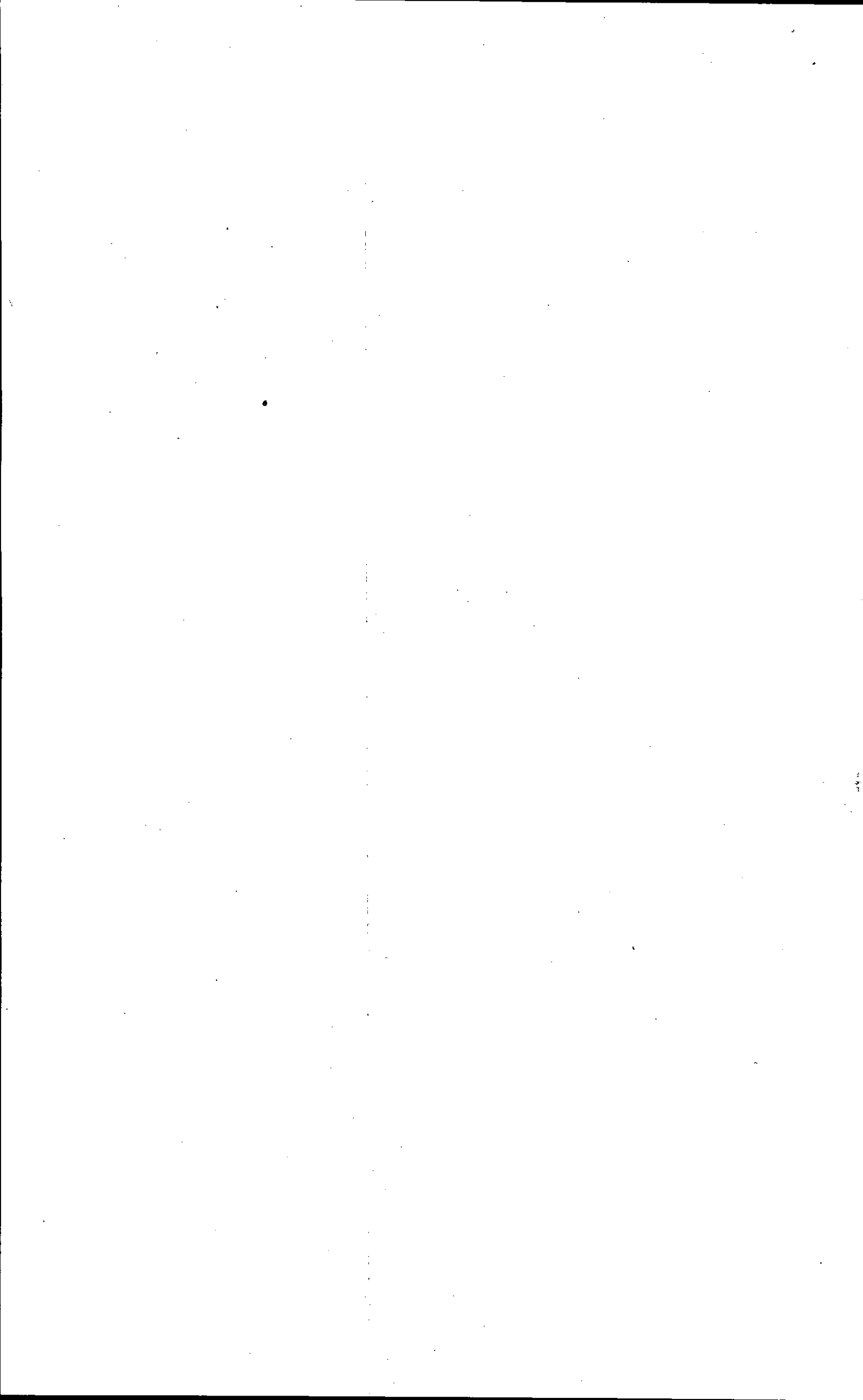
AND WHEREAS the Chandigarh Administration vide its Notification no. 222-UTFI (3)-95/9345, dated the 19th July, 1996, framed the rules called "The Chandigarh Conversion of Residential Leasehold Land Tenure into freehold. land Tenure Rules, 1996" with a view to allowing conversion of the present lease hold system into freehold tenure in the Union Territory, Chandigarh, on terms and conditions contained in the conversion rules ibid. The sites so converted shall be governed by the aforesaid Conversion Rules and the Capital of Punjab (Development and Regulation) Act, 1952, and the Rules made thereunder i.e. Chandigarh (Sale of Sites and Buildings) Rules, 1960, from time to time.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT for the purposes of carrying into effect the said conversion of lease hold sites into freehold sites under the Chandigarh Conversion of Residential Lease-Hold Land Tenure into Free Hold Land Tenure Rules, 1996, and inconsideration of such conversion fee:-

i) Amounting to Rs. _____ (Rupees _____ only) having been paid;

OR

ii) Agreed to be paid in five annual equated instalments alongwith interest at the rate of 12% per annum as also Ground Rent of Rs. _____ till the



Conversion Charges are paid in full with interest by the transferee, the Vendor hereby grants and conveys unto the transferee all that piece or parcel of land under and appurtenant to the above said residential dwelling unit no. _____ Sector _____, Chandigarh, measuring about _____ Sq.yds., and more particularly, described in the plans and the record of fixation of consideration money available in the office of the erstwhile lessee.

To have and to hold the same unto and to the use of the transferee subject to the exception, reservation, conditions and covenants hereinafter contained and each of them, that is to say as follows:-

1. (a) The transferee shall enjoy the right of possession and enjoyment so long as he (A) continues paying his instalments meant for conversion along with interest as aforesaid on the due dates or such extended time as the Estate Officer, Union Territory, Chandigarh may allow in writing and otherwise (B) abides by the terms and conditions of sale.

(b) The Vendor shall have a first and paramount charge over the said site for the unpaid portion of the conversion charges and save with the sanction of the Estate Officer, Union Territory, Chandigarh the transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the site or any right, title or interest therein (except by way of Lease on a monthly basis) till (A) such time the conversion charges are paid in full to the Vendor (B) and if the terms of allotment contain restrictions on sale/transfer, till such time, the restrictions imposed operate and the payment of conversion charges is made in full.

2. The Vendor reserves to himself all mines and mineral whatsoever, in or under the said site with all such rights and powers, as may be necessary and expedient for the purpose of searching, obtaining, removing and enjoying, the same all such time and in such manner as the Vendor shall think fit, with power to carry out any surface or any part 'underground working, and to let down the surface of all or any part of the said site and to sink pits, erect building, construct lines and generally appropriate and use of the surface of the said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exception and reservation(s) hereinafter contained.

Provided that the transferee shall be entitled to receive from the Vendor such payment for the occupation by him of the surface and for the damage done to the surface or to the building on the said site by such work or working or letting down, as may be agreed upon between the Vendor and the transferee or failing such agreement as shall be ascertained by reference to arbitration.



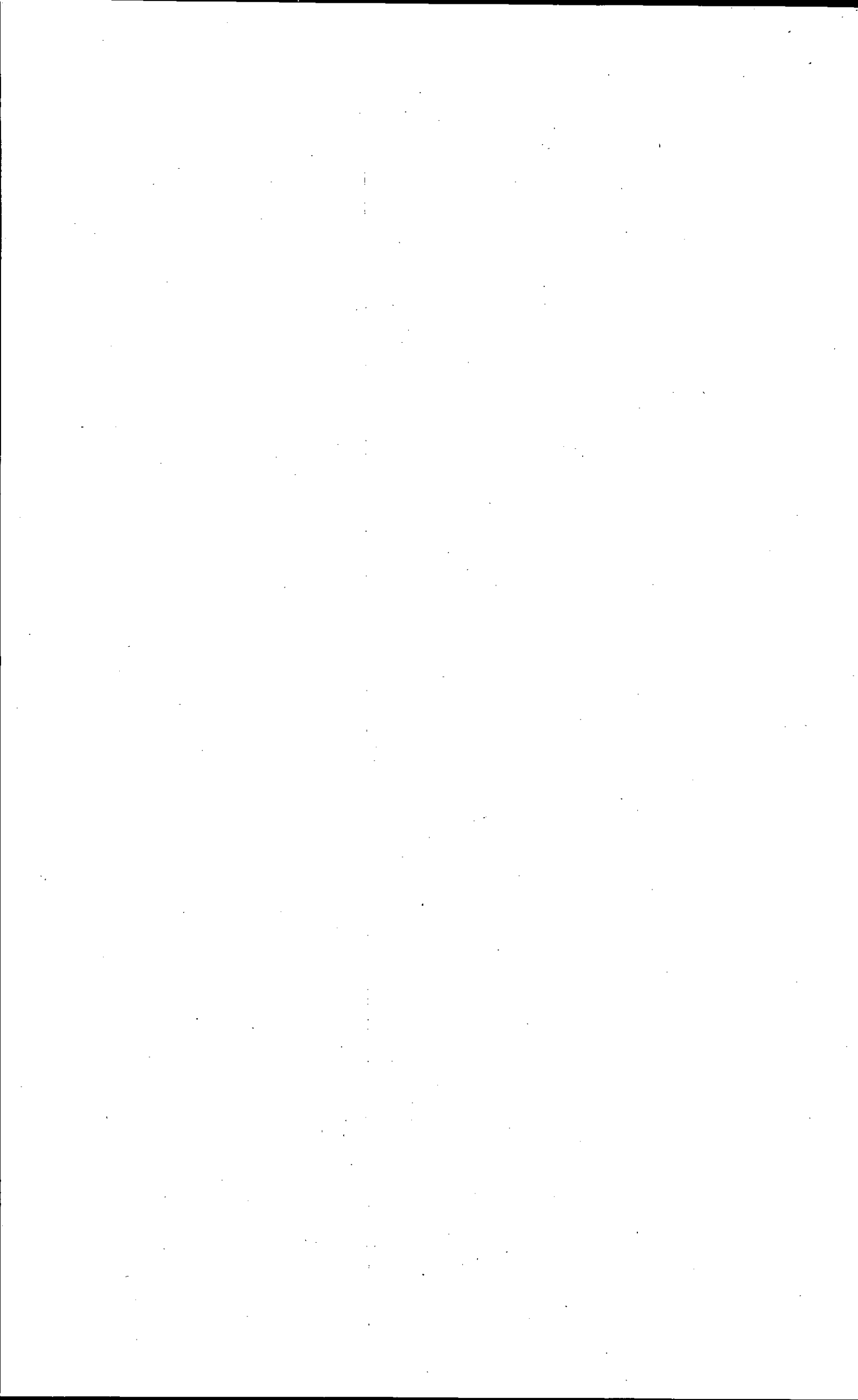
3. The transferee shall pay all general and local taxes, rate or cesses for the time being imposed or assessed on the said site by the competent authority.
4. The Vendor may, by his officers and servants at all reasonable times and in a reasonable manner after 24 hours notice, in writing, enter in an upon any part of the said site or building erected thereon, for the purpose of ascertaining that the transferee has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.
5. The Vendor shall have full right, power and authority at all times to do, through officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the transferee as a first charge upon the said site, the cost of doing all or any such acts and things and all costs, incurred in connection therewith or in any way relating thereto.
6. The transferee shall accept and obey all the rules and orders made or issued under the Capital of Punjab (Development and Regulation) Act, 1952 and also to abide by the other terms and conditions incorporated in the allotment letter dated _____ as well as the lease deed executed on _____ between the erstwhile lessee and the transferee.

In the event of any dispute or difference at any time arising between the Vendor and the transferee, as to the true intent and meaning of these presents and of each and every provision thereof, the property and rights hereby reserved or any of them or in any manner incidental or relating thereto, the said dispute or difference shall be referred to the Chief Administrator, Union Territory, Chandigarh whose decision thereon shall be final and binding on the parties hereto.

If and so long as the transferee shall fully perform and comply with each and shall continue to so perform and comply with each and all the terms and conditions herein made and provided, but not otherwise the Vendor shall secure the transferee in full and peaceful enjoyment of the right and privileges herein and hereby conveyed and assured.

And it is hereby agreed and declared that unless a different meaning shall appear from the context: -

- a) the expressions "Chief Administrator" and "Estate Officer" shall mean the officer so appointed by the Central Government Under



the Provisions of the Capital of Punjab (Development and Regulation) Act, 1952.

b) the expression "Vendor" used in these presents shall include, in addition to the President of India, the Central Government, and in relation to any matter or anything contained in or arising out of these presents, every person duly authorised to act or to represent the Central Government in respect of such matter or thing.

c) the expression "transferee" used in these presents shall include, in addition to the said Shri/Smt/Ms. _____ S/o/D/o/W/o Sh. _____ resident of House No. _____ Sector _____ Chandigarh, his/her lawful heirs (permitted), successor, representative, assign, transferees/lessee; and any person or persons holding valid power of attorney from the transferee to alienate the property with proper linkage with the original transferee.

IN WITNESS WHEREOF, the parties hereto have hereunder respectively subscribed their names at the places and on the dates hereinafter, in each case specified.

Signed by the said Shri/Smt/Ms. _____ S/o/D/o/W/o Shri _____ resident of House No. _____ Sector _____ Chandigarh, on this _____ day of _____ 201

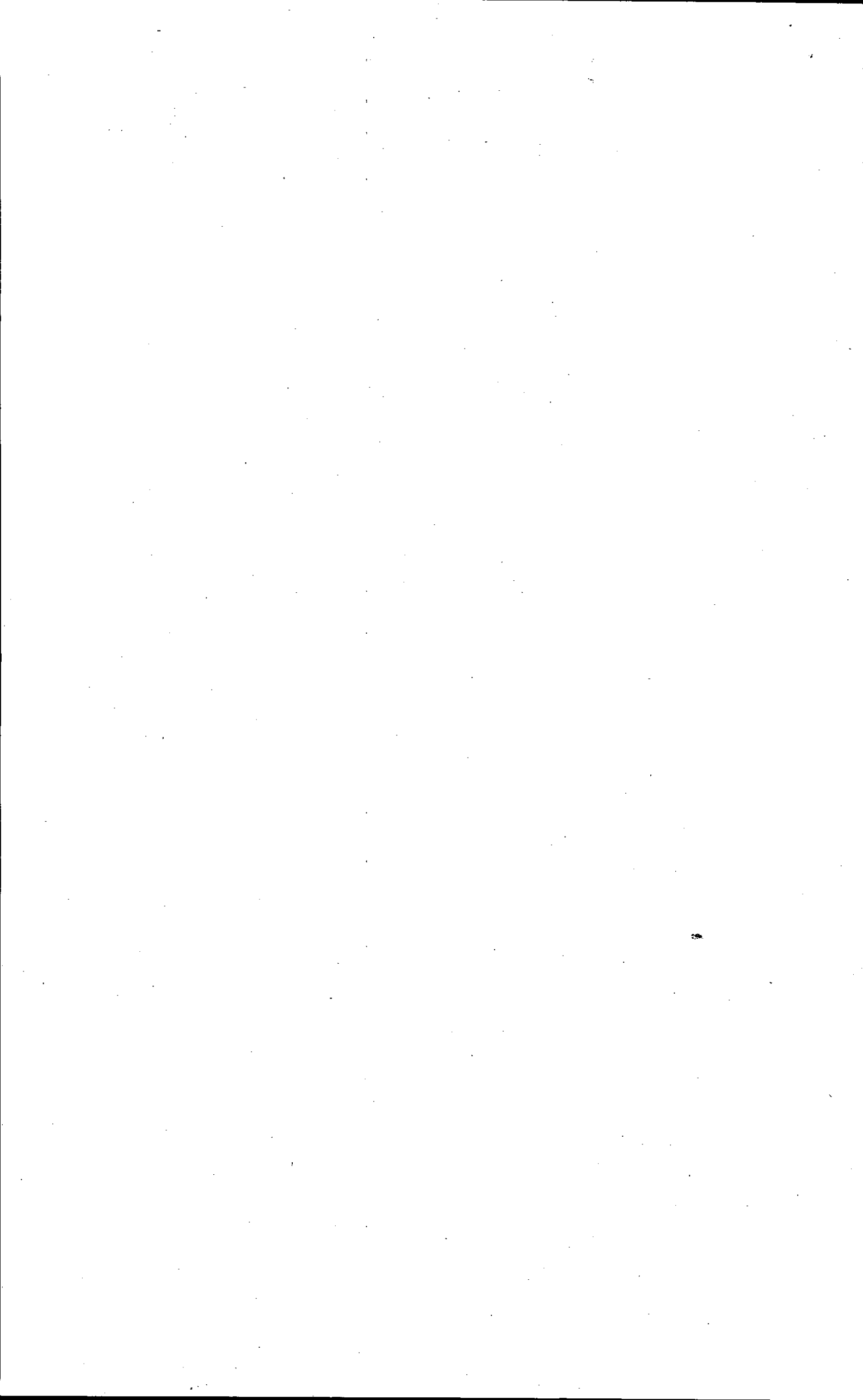
TRANSFEREE

In the presence of:-

Witnesses:-

1.	Name	Signature
	Residence	
	Occupation	

2.	Name	Signature
	Residence	
	Occupation	



D.U. No. _____ Sector _____

Signed by Shri/Smt. _____
for and on behalf of the Chandigarh Housing Board, Chandigarh, on
the _____ day of _____ 201

Accounts Officer
Chandigarh Housing Board/ERST WHILE LESSEE

In the presence of:-

Witnesses:-

1. Name _____ Signature _____
Residence _____
Occupation _____

2. Name _____ Signature _____
Residence _____
Occupation _____

Signed by Shri/Smt. _____
for and on behalf of the President of India and setting his/her authority at
Chandigarh, on the _____ day of _____ 201

Estate. Officer/VENDOR
U.T. Chandigarh.

In the presence of:-

Witnesses:-

1. Name _____ Signature _____
Residence _____
Occupation _____

2. Name _____ Signature _____
Residence _____
Occupation _____

