

PRESS RELEASE

The issue relating to execution of Conveyance Deeds/Lease Deeds in respect of Cooperative House Building Societies to whom land was allotted on free hold basis/lease hold basis respectively has been engaging the attention of Chandigarh Administration/Chandigarh Housing Board in the past. And now, on the basis of clarification, issued by the Finance Department on 2.3.2017, the Chandigarh Housing Board has initiated the process for execution of Conveyance deed/Lease Deed in favour of Cooperative House Building Societies in a phased manner as the case may be in respect of land allotted to these Cooperative Housing Building Societies.

Accordingly, CHB has uploaded the prescribed format for the execution of Conveyance Deeds/Lease Deeds duly offered by Chandigarh Administration in favour of Cooperative House Building Societies on the official website of Chandigarh Housing Board i.e. chbonline.in. These Cooperative Societies are requested to come forward and avail this facility.

The processing fees for execution of Conveyance/Lease Deed by Chandigarh Housing Board have been prescribed as under:-

S. No.	Name of Document	Area upto (In Sq. Yds.)	Processing Fee
1.	Conveyance/Lease	1 to 10000 Sq. Yds.	Rs.10,000/-
2.	Conveyance/Lease	10001 to 20000 Sq. Yds.	Rs.20,000/-
3.	Conveyance/Lease	20001-Sq. Yds. or above	Rs.30,000/-

The prescribed amount can be deposited with Chandigarh Housing Board at Reception Counter by way of Demand Draft in favour of Chandigarh Housing Board or RTGS etc.

All expenses relating to Stamp Duty and Registration fee on execution of these Conveyance Deeds/Lease Deeds in favour of the Cooperative House Building Societies shall be borne by the respective societies.

Chandigarh Housing Board
Chandigarh

Certified that stamp duty of R _____ (R _____) has been paid by the
.....(name of the society) vide T.R. No. ____ dated_____.

District Treasury Officer,
U.T. Chandigarh Exercising
the powers of
Collector U.T. Chandigarh.

Deed of Conveyance

This indenture made on the _____ day of _____ 2016, between the President of India through Secretary, Chandigarh Housing Board exercising the powers of Estate Officer, UT, Chandigarh (hereinafter called the Vendor) of the one part, and _____ (Name of the Society duly registered vide No. _____ dated _____ under the Punjab Cooperative Societies Act 1961 as applicable to the Union Territory, Chandigarh (hereinafter referred to as the Society and called the allottee/transferee) of the other part.

Whereas the site hereinafter described and intended to be hereby conveyed was owned by the Vendor in full proprietary rights;

Whereas the allottee/transferee applied to the Vendor for the allotment of a site for construction of _____ (No. of DUs) multi storied residential dwelling units and their allotment to its eligible members.

And whereas, the Central Government has sanctioned the allotment of a site on chunk basis to the allottee/transferee under the Scheme called 'Chandigarh Allotment of Land to Cooperative House Building Societies, 1991', in consideration of a sum of R _____ (R _____) on freehold basis for the purpose of constructing of _____ (No. of DUs) multi storied residential dwelling units and their allotment to its eligible members as per list appended to the allotment letter bearing No. _____ dated _____ issued by the Chandigarh Housing Board to the allottee/transferee on the terms and conditions laid down therein for using the same exclusively for residential purpose.

And whereas, the allottee/transferee has paid aforesaid consideration money amounting to R _____ (R _____) being the total price of the allotted site.

Now, therefore, this indenture witnessed that for the purpose of carrying into effect the said rule and in consideration of the covenants of the

transferee hereunder contained and of the said sum of R_____ (R _____) paid by the allottee/ transferee (the receipt of which the Vendor hereby acknowledges), the Vendor hereby grants and conveys unto the transferee all that piece of site No. _____ Sector _____ measuring _____ square yards and more particularly described in the plans filed in the office of the Estate Officer, signed by the Estate Officer on _____ day of _____, 201_ (hereinafter called the said site).

To have and to hold the same unto and to the use of the allottee/ transferee subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them, that is to say: -

1. The Allottee/transferee enjoy the right of possession and enjoyment so long as it pays all the dues in respect of the site to the Chandigarh Housing Board and so long as it abides by the terms and conditions of allotment of the site and the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and rules made thereunder as amended from time to time.
2. The Vendor reserves to himself all mines and minerals, whatsoever, in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same at all such time and in such manner as the Vendor shall think fit, with power to carry out any surface or any part underground workings, 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 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 hereinafter contained:

Provided that the allottee/ transferee shall be entitled to receive from the Vendor such payment for the occupation by it of the surface and for the damage done to the surface or to the buildings on the said site by such works or workings of 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 allottee/ transferee shall pay and discharge all rates, charges, fees or taxes as may be levied for the time being, imposes or assessed by competent authority in respect of the site or building thereon or both under any law. The liability to pay such fee, taxes or any dues as well as the penalties imposed under the law/rules shall be jointly and severally by the allottee/transferee or its member(s).
- (4) The allottee/transferee and its member(s) shall not place empty packing cases, baskets, or junk or any other material on the roof of the building or in the open site around it.
- (5) The passage/verandah in front of or on the sides of the building shall not be encroached upon or used for any purposes other than as a public passage.

- (6) The right of displaying advertisement on and the use of end walls of the end site/Building and the benefits deprived there from shall vest in the Administration.
- (7) The allottee/transferee and its member(s) shall maintain the site/building in safe and hygienic condition.
- (8) The allottee/transferee shall complete the construction of _____ (No. of DUs) multi storied residential dwelling units on the said site within the time limit prescribed in the allotment letter as well as the relevant rules and in accordance with the Punjab Capital (Development and Regulation) Building Rules, 1952 to the entire satisfaction of the Estate Officer.
- (9) Whenever the title of the allottee/transferee and its member(s) in the site is transferred in any manner, whatsoever, the allottee/transferee and its member(s) shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefor.
- (10) Whenever the title of the allottee/transferee in the site is transferred, in any manner, whatsoever, the allottee/transferee shall, within three months of the transfer, give notice of such transfer in writing to the Estate Officer. In the case of transfer of title/rights of a member in respect of a dwelling unit constructed on the said site, he/she may do so by executing a duly stamped and registered Deed of Conveyance after following the guidelines/orders issued by the Competent Authority from time to time. No transfer of any dwelling unit constructed on the site either on the basis of GPAs or otherwise being contravention of essence of the narration of settled law shall be construed as completed or concluded transfer. In the event of the death of the member(s), the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the Society along with the certified copies of the required document (s) evidencing the transfer or devolution.
- (11) All arrears of any payments due in respect of the site thereby demised shall be recoverable in the same manner as arrears of land revenue.
- (12) The allottee/transferee and its member(s) shall not without sanction or permission in writing of the proper authority, erect or re-erect any building or deviate in any manner from the approved layout plan nor re-erect any dwelling unit or make any alteration or addition to such dwelling unit on the site, whether by sub division, amalgamation or otherwise.
- (13) The allottee/transferee and its member(s) shall not without the written consent of the Estate Officer carry on, or permit to be carried on, on the site or in any dwelling unit 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 Estate Officer may be a nuisance, annoyance or disturbance to the Estate Officer and persons living in the neighborhood.
- (14) The allottee/transferee and its member(s) shall maintain and upkeep of all internal roads, open spaces, parks, public health service, electrical services and other infrastructure provided within the site allotted to it and building constructed thereon.

- (15) The allottee/transferee and its member(s) shall in all respects jointly and severally comply with bound by terms and conditions of allotment of site/dwelling unit(s) thereon, provisions of Capital of Punjab (Development and Regulation) Act, 1952 and rules framed there under as amended from time to time, the Punjab Cooperative Societies Act, 1961 and the rules/byelaws framed there under as amended from time to time and orders/guidelines/directions issued by the Competent Authority from time to time.
- (16) 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 and upon any part of the said site or building erected thereon for the purposes of ascertaining that the allottee/transferee and its member(s) has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.
- (17) 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 allottee/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.
- (18) In the event of any breach by the allottee/transferee and its member(s) of any of the terms and conditions contained in this deed and to be performed and observed by him, it shall be lawful for the Estate Officer notwithstanding the waiver of any previous cause or right for re- entry, to enter into and upon the said site or building thereon or any part thereof and to repossess retain and enjoy the same as to its former estate and the allottee/transferee or its member(s) shall not be entitled to a refund of the purchase money or any part thereof or to any compensation, whatsoever, on account of such resumption.
- (19) The allottee/transferee and its member(s) shall at all reasonable times grant access to the site/site or dwelling unit(s) constructed thereon to the Estate Officer for being satisfied that the covenants and conditions, herein have been and are being complied with.
- (20) The allottee/transferee and its member(s) shall on the determination of this deed peaceably yield up the said site unto the Estate Officer.
- (21) The allottee/transferee shall execute a sub-deed of conveyance in respect of the site/flat/dwelling unit. All expenses in respect of the execution and registration of Sub-deed shall be borne by the society and/or its members.
- (22) In the event of the allotment/sale of a site being cancelled, the allottee/transferee and its members shall remove the structure at their own expenses 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 the Society took the possession of the site at the commencement of the allotment. If the allottee/transferee and its members 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 allotment 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 allottee/transferee. The Estate Officer shall determine the market value and his decision shall be subject to a right of appeal under the Capital of Punjab (Development and Regulation) Act, 1952 and Rules framed thereunder, be final and binding.

- (23) If it is discovered that the allotment of the site 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 Estate Officer, whose decision shall be final, any breach by the allottee/transferee or by any member 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 Estate Officer 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 site and the building and fixtures thereon, and thereupon this deed and everything herein contained shall cease and determine and the allottee/transferee shall not be entitled to any compensation, whatsoever, nor to the return of any money paid by them.

Provided that notwithstanding anything contained herein to the contrary, the Estate Officer 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.

No forfeiture or re-entry shall be effected until the Estate Officer has served the allottee/transferee or its member(s), as the case may be, a notice in writing:

- (a) specifying the particular breach complained of; and
 - (b) if the breach is capable of remedy requiring the allottee/ transferee or its member(s) to remedy the breach, and the allottee/transferee 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 Estate Officer may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.
- (24) All notices, orders, directions, consents or approvals to be given under this deed shall be in writing and shall be signed by such officer as may be authorized by the Chief Administrator and shall be considered as duly served upon the allottee/transferee or any member claiming any right to the site/dwelling unit if the same shall have been affixed to any dwelling unit or erection whether temporary or otherwise upon the site 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 allottee/transferee or such member(s).
- (25) All powers exercisable under this deed may be exercised by the Chief Administrator, U.T. Chandigarh. The Government may also authorize any other officer to exercise all or any of the powers exercisable by him under this deed.
- (26) In this deed the expression "Chief Administrator" means the Chief Administrator 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 Chief Administrator by whatever designation such officer may be called. The said expression shall further include such officer as may be designated by the Government to perform the functions of the Chief Administrator under this deed.

(27) In this deed the expression "Estate Officer" means the Estate Officer 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 by whatever designation such officer may be called. The said expression shall further include such officer as may be designated by the Government to perform the functions of the Estate Officer under this deed.

(28) The expression "The Chief Administrator" and "The allottee/transferee" hereinbefore used shall where the context so admits include, in the case of the Chief Administrator, his successors and assigns, and in the case of the allottee/transferee, its heirs, executors, administrators or legal representatives and the member or members in whom the deed hold interest hereby created shall for the time being be vested by assignment or otherwise.

(29) This deed of conveyance is granted under the Capital of Punjab (Development and Regulation) Act, 1952 and rules framed thereunder, as amended from time to time.

In witness whereof the parties hereto have hereunder respectively subscribed their names at the places and on the day and year above written.

Signed by Shri
For and on behalf of the.....
(name of the Society)
In the presence of :-

President/Secretary
allottee/Transferee)

Signature of Witness (1): -
(with Name and full address)

Signature of Witness (1): -
(with Name and full address)

Signed by Shri
for and on behalf of the President of India
In the presence of :-

Secretary Chandigarh Housing
Board (exercising the powers
of Estate Officer) (Vendor).

Signature of Witness (1): -
(with Name and full address)

Signature of Witness (1): -
(with Name and full address)

Certified that stamp duty of R _____(R _____) has been paid by the(name of the society) vide T.R. No. ____ dated_____.

District Treasury Officer,
U.T. Chandigarh Exercising the
powers of Collector U.T.
Chandigarh.

Lease Deed

THIS DEED made this_____day of_____2017 BETWEEN THE PRESIDENT OF INDIA through the Secretary, Chandigarh Housing Board (hereinafter called "The Lessor") of the one part and _____ (Name of the Society) duly registered vide No._____dated _____ under the Punjab Cooperative Societies Act 1961 as applicable to the Union Territory, Chandigarh (hereinafter referred to as the Society and called the Lessee).

Whereas the site hereinafter described and intended to be hereby conveyed was owned by the Lessor in full proprietary rights;

Whereas the Lessee applied to the Lessor for the allotment of a site for construction of _____(No. of DUs) multi storied residential dwelling units and their allotment to its eligible members.

And whereas, the Central Government has sanctioned the allotment of a site on lease hold basis to the Lessee under the Scheme called "Chandigarh Allotment of Land to Cooperative House Building Societies, 1991" in consideration of a sum of R _____ (R _____) for the purpose of constructing of_____ (No. of DUs) multi storied residential dwelling units and their allotment to its eligible members as per list appended to the allotment letter bearing No. _____ dated _____issued by the Chandigarh Housing Board to the Lessee on the terms and conditions laid down therein for using the same exclusively for residential purpose such application and has agreed to demise the said site to the Lessee in the manner hereinafter appearing.

And whereas the Lessee has paid a sum of R _____ (R _____) being the total consideration money of the allotted 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 R _____(R_____) 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 demise unto the Lessee all that piece of site No_____Sector ____measuring_____Square yard which 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_____ 201_ TOGETHER with all rights, easements and appurtenances whatsoever to the said site belonging or pertaining to hold the premises hereby demised unto the lessee for 33 years from the date of issue of allotment letter or the date of possession of the aforesaid site, whichever is earlier, 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 Administration for such further period and on such terms and conditions as the Administration may so decide and YIELDING AND PAYING, therefore, 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 from the date of possession of the aforesaid site and shall become due on the first anniversary of the date of possession of the aforesaid site 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 site 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 site 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.
- 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 Capital of Punjab (Development and Regulation) Act, 1952 and Rules framed thereunder as amended from time to time.
- (2) The Lessee and its member(s) shall not without sanction or permission in writing of the Competent authority, erect or re-erect any building or deviate in any manner from the layout plan nor re erect any dwelling unit or make any alteration or addition to such Dwelling units on the site whether by sub-division, amalgamation or otherwise.
- (3) The Lessee shall complete the construction of building within the time limit prescribed in the allotment letter as well as the rules, after obtaining sanction to the building plan with necessary designs, plans and specifications from the Estate Officer at its own expenses, erected upon the site and complete it in a substantial and workman like manner residential with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan in accordance with the Punjab Capital (Development and Regulation) Building Rules, 1952 and to the entire satisfaction of the Estate Officer.
- (4) The Lessee and its member(s) enjoy the right of possession and enjoyment so long as it abides by the terms and conditions of allotment of the site and the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and rules made there under as amended from time to time
- (5) The Lessee and its member(s) shall pay and discharge all rates, charges, fees or taxes as may be levied for the time being imposes or assessed by competent authority in respect of the site or building thereon or both under any law. The liability to pay such fee, taxes or any dues as well as the penalties imposed under the law/rules shall be jointly and severally by the Lessee or its member(s).
- (6) The Lessee and its member(s) shall not place empty packing cases, baskets, or junk or any other material on the roof of the building or in the open site around it.
- (7) The passage /verandah in front of or on the sides of the building shall not be encroached upon or used for any purposes other than as a public passage.
- (8) The right of displaying advertisement on and the use of end walls of the end site/Building and the benefits deprived there from shall vest in the Administration.
- (9) The Lessee/transferee and its member(s) shall maintain the site/building in safe and hygienic condition.
- (10) Whenever the title of the Lessee and its members in the site is transferred in any manner, whatsoever, the Lessee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefore.

- (11) Whenever the title of the Lessee in the site is transferred, in any manner, whatsoever, the Lessee shall, within three months of the transfer, give notice of such transfer in writing to the Estate Officer. In the case of transfer of title/lease hold rights of a member in respect of a dwelling unit constructed on the said site, he/she may do so by executing a duly stamped and registered Deed of transfer of leasehold rights after following the guidelines/orders issued by the Competent Authority from time to time. No transfer of any dwelling unit constructed on the site either on the basis of GPAs or otherwise being contravention of essence of the narration of settled law shall be construed as completed or concluded transfer. In the event of the death of the member(s), the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the Society along with the certified copies of the required document (s) evidencing the transfer or devolution.
- (12) All arrears of annual ground rent and other payments due in respect of the site thereby demised shall be recoverable in the same manner as arrears of land revenue.
- (13) The Lessee and its member(s) shall in all respects jointly and severally comply with bound by terms and conditions of allotment of site/dwelling unit(s) thereon, provisions of Capital of Punjab (Development and Regulation) Act, 1952 and rules framed there under as amended from time to time, Punjab Cooperative Societies Act, 1961 and rules/byelaws framed there under as amended from time to time. And orders/guidelines/directions issued by the Competent Authority from time to time.
- (14) The lessee and its member(s) shall not without the written consent of the Lessor carry on, or permit to be carried on, on the site 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.
- (15) The allottee/transferee and its member(s) shall maintain and upkeep of all internal roads, open spaces, parks, public health service, electrical services and other infrastructure provided within the site allotted to it and building constructed thereon.
- (16) The lessee shall at all reasonable times grant access to the site to the Estate Officer for being satisfied that the covenants and conditions, herein have been and are being complied with.
- (17) The Lessor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours notice in writing, enter in and upon any part of the said site or building erected thereon for the purposes of ascertaining that the allottee/transferee and its member(s) has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.

- (18) The Lessor 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 allottee/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.
- (19) In the event of any breach by the allottee/transferee and its member(s) of any of the terms and conditions contained in this deed and to be performed and observed by him, it shall be lawful for the Estate Officer notwithstanding the waiver of any previous cause or right for re- entry, to enter into and upon the said site or building thereon or any part thereof and to repossess retain and enjoy the same as to its former estate and the allottee/transferee or its member(s) shall not be entitled to a refund of the purchase money or any part thereof or to any compensation, whatsoever, on account of such resumption.
- (20) The Lessee shall on the determination of this lease peaceably yield up the said site unto the Lessor.
- (21) The lessee shall execute a sub-lease deed in respect of site/flat/dwelling unit. All expenses in respect of the execution and registration of Sub-lease deed shall be borne by the society and/or its members.
- (22) In the event of the lease of the site being cancelled, the lessee shall remove the structure at its 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 it took the same at the time of taking over the possession of the site. 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 Capital of Punjab (Development and Regulation) Act, 1952 and Rules framed there under as amended from time to time, be final and binding.
- (23) 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 site 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.

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.

(24) 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 Chief Administrator 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 site 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.

(24) All powers exercisable by the Lessor under this lease may be exercised by the Chief Administrator. The Lessor may also authorize any other officer to exercise all or any of the powers exercises able by him under this Lease.

(25) In this lease, the expression "Chief Administrator" means the Chief Administrator 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 Chief Administrator 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 Chief Administrator under this lease.

(26) 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 member or members in whom the lease

hold interest hereby created shall for the time being be vested by assignment or otherwise.

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

IN WITNESS WHEREOF Sh..... Secretary Chandigarh Housing Board exercising the powers of Estate Officer for and on behalf of and by the order and direction of the Lessor has hereunto set his hands and _____ name OF THE PRESIDENT/SECRETARY OF THE _____ Name of the society _____ (the Lessee), has hereunto set his/her hand on the day and year first above written.

In the presence of :-

President/Secretary
(Lessee)

Signature of Witness (1): -
(with Name and full address)

Signature of Witness (1): -
(with Name and full address)

In the presence of :-

Secretary Chandigarh Housing Board (exercising the powers of Estate Officer) (Lessor).

Signature of Witness (1): -
(with Name and full address)

Signature of Witness (1): -
(with Name and full address)