

REGISTERED A.D.

Chandigarh Housing Board

8, Jan Marg, Sector-9, Chandigarh

41153

Phones: 40764

31090

No.: HB(S)-DO/SD- 1AA-2 1957 3268

Dated... 6/9/95

Possession Slip No.....

From

Dated.....received

The Chairman,
Chandigarh Housing Board
Chandigarh.

(Signature of the allottee)

To

Shri/Smt./Miss/ The Senior Regional Manager,
Food Corporation of India,
Punjab Region, J.C.O. No. 356-359,
Plot No. - 34A, Chandigarh.

Subject : Allotment of dwelling unit on ~~Hire Purchase~~ / under Partial / Fully Self Finance System,
Registration No. 13885

Dear Sir/Madam,

Reference your application dated 9-3-95, on the subject noted above.

Dwelling Unit No. 5421/I of Category -I in Sector Mandiraj (Ph-II)

Chandigarh is hereby allotted to you, as a result of draw of lots held on Outright purchase / Discretionary Allotment on Hire Purchase / under Partial / Fully Self Finance System on the following terms and conditions :-

1 The allotment of above mentioned dwelling unit on ~~Hire Purchase~~ / under Partial / Fully Self Finance System shall be governed by the provisions of the Haryana Housing Board Act, 1971, as extended to Union Territory of Chandigarh and rules / regulations made thereunder from time to time. You shall also abide by the provisions of the Capital of Punjab (Development and Regulations) Act, 1952 and the rules / regulations made thereunder from time to time.

2 You shall deposit a sum of Rs. NIL (Rupees —) only) with the prescribed Bank and the documents as detailed below in Board's office by — which date shall hereinafter be referred to as the "due date". In case the payment is preferred to be made by means of Bank draft / Cheque drawn on any Scheduled Bank payable at Chandigarh, then the same should be deposited with the prescribed bank three days in advance of the due date.

i) Total consideration	Rs. <u>8,18,900-00</u>
ii) Amount payable on allotment	Rs. <u>8,18,900-00</u>
iii) Ground rent for the first <u>99</u> years w.e.f. <u>1-6-90</u>	Rs. <u>1,70,412-00</u>
iv) 1st Instalment	Rs. <u>—</u>
v) Price of Agreement to Sell / HPTA	Rs. <u>being charged</u>
vi) Any other amount due (<u>—</u>)	Rs. <u>—</u>
Total (ii) to (vi)	Rs. <u>9,89,312-00</u>
Less :	
vii) Amount already paid (excluding interest and penalty for delayed payments). This amount is subject to confirmation by Accounts Section of the Board.	Rs. <u>9,89,312-00</u>
viii) Net amount payable	Rs. <u>NIL</u>

- a) An affidavit in the enclosed form on a non-judicial stamp paper of Rs.3/-
- b) Agreement to Sell (Pre-purchase Tenancy-Agreement as prescribed under the Chandigarh Housing Board (Allotment, Management and Sale of Tenements) Regulations 1979, (Form bearing No. _____ enclosed).
- c) The latest passport size photograph duly attested by a Gazetted Officer or a local Member of the Board.
- d) Photo-copy of pay-in slip duly attested by Gazetted Officer in support of amount deposited in case the payment is made by Bank Draft/Cheque, furnish Bank credit certificate issued by the Bank concerned.
- e) _____

The aforesaid amount and also all the payment to be made in future alongwith other dues should be deposited with _____ on the pay-in-slips book to be maintained at _____ Chandigarh, in the Current Account No. _____ obtained from the above Bank.

"NO PAYMENT WILL BE ACCEPTED AT THE RECEPTION COUNTER OF THE BOARD"

In case the payment is remitted to the Board through post or otherwise and received / accepted by the Board inadvertently, you shall do so at your own risk and shall be liable to pay interest / penalty for the delay, if any, upto the date of its credit in the prescribed Bank account of the Board.

3. (i) In case the payment is not made within 30 days as specified in Clause 2 above the allottee shall make the following payment (s) in addition to the amount already demanded and it shall be deemed that the extension has been granted at your request:-

- a) Where the payment is made after the due date but within 60 days of the issue of allotment letter.
- b) Where the payment is made after 60 days but within 90 days of the issue of allotment letter.
- c) Where the payment is made after 90 days but within 120 days of the issue of allotment letter.

Rs. _____
Rs. _____
Rs. _____

ii) In case the payment and documents are not submitted within the extended period of 120 days of the issue of allotment letter, the allotment/allotment and tenancy of the dwelling unit shall be liable to be cancelled and on cancellation your deposit will be refunded after making such deductions as provided in Clause 19 of the allotment letter.

"Provided that in case the payment is not made within 120 days as specified above, without prejudice to the right of the Board to cancel the allotment/allotment and tenancy, you shall pay interest on the amount specified in Clause 2 of the allotment letter at **double the rate of interest as applicable to the scheme and given in Clause 22 of the allotment letter beyond the period of 120 days of the issue of allotment letter.**"

iii) In case the last date of making the payment and submitting the documents as per terms of allotment happens to be a holiday or is closed due to curfew/bandh/strike or law and order problem causing involuntary delay, the payment made on the date next following the last date shall be deemed to have been made on the last date.

4. (i) The possession of the dwelling unit shall be handed over on receipt of the money and documents mentioned in Clauses 2 and 3 of this letter and if the physical possession thereof is taken within 60 days of the date of issue of allotment letter, no watch and ward charges shall be payable. However, where physical possession is taken at site beyond the period of 60 days of the date of issue of allotment letter, you shall pay watch and ward charges upto 6 months from the date of issue of allotment letter as per schedule given below :-

- i) Category-I Rs. 400/- P.M.
- ii) Category-II Rs. 300/- P.M.
- iii) Category-III Rs. 200/- P.M.
- iv) Category-IV Rs. 100/- P.M.
- v) EWS/Cycle & Scooter Sheds Rs. 50/- P.M.

(SV) 3

In case the physical possession of the property is not taken at site within 6 months of the date of allotment letter the allotment/~~allotment and tenancy~~ of the dwelling unit shall be liable to be cancelled.

"Provided that without prejudice to the right of the Board to cancel the allotment / ~~allotment and tenancy~~, you shall pay watch and ward charges at **double the rate** prescribed above beyond the period of 6 months of the date of issue of allotment letter, to the date of cancellation of allotment/~~allotment and tenancy~~ or to the date of taking over of the physical possession, whichever is earlier."

(ii) The property shall be handed over on "as is where is" basis and the Board will not entertain any complaint whatsoever regarding property circumstances.

(i) You shall be treated a Registered Agency for purposes of Chapter IV of the Chandigarh Housing Board (Allotment, Management and Sale of Tenements) Regulations 1979, until and unless such an agency is formed by the group of allottees/hirers and you shall be responsible for ensuring that no obstruction is caused to the use of common portions and services and abide by other terms and conditions as laid down there-in which the Board shall have the right to cancel your allotment/~~allotment and tenancy~~ and start auction proceedings.

(ii) Notwithstanding anything to the contrary in this allotment letter and irrespective of the fact whether or not the possession of the unit has been taken within the prescribed period of tenancy, the same shall commence and shall be deemed to have commenced with effect from the date of issue of this letter for all purposes.

(iii) During the hire-purchase period, please note that your status will be that of tenant of the Board and you shall have no other rights except those of tenancy.

You shall pay monthly instalment of Rs. _____ by the 10th day of each month following the month for which it falls due, without receipt of any notice to this effect. The same shall be deemed to be the rent for all intents and purposes for a period of _____ years in case of allotment on hire purchase basis. The second such instalment shall be paid by you by _____. If any instalment is not paid in full by the stipulated date, without prejudice to any other right or remedy of the Board, you shall pay liquidated damages at the rate of 1% of the amount of instalment delayed or Rs. 5/- whichever is more for the first month of default, 2% of the amount of instalment delayed or Rs. 10/- whichever is more for the second month of default, and 4% of the amount of instalment delayed or Rs. 20/ whichever is more for the third month of default in respect of each delayed instalment provided that it shall not exceed 10% of the amount due each month. In case of default for more than three consecutive months in respect of any instalment, the allotment/~~allotment and tenancy~~ shall be liable to be terminated and you shall be liable to be evicted from the dwelling unit by following the procedure prescribed under Rules as framed under Chapter VI of the Haryana Housing Board Act, 1971, as extended to Union Territory of Chandigarh.

Provided that without prejudice to the right of the Board to terminate the allotment/~~allotment and tenancy~~ you shall pay penalty @ 25% of the amount of instalment due upto the date of cancellation of allotment/~~allotment and tenancy~~ or termination of tenancy.

7. Notwithstanding anything to the contrary, if considered essential, the Board may revise consideration from time to time and whenever the consideration is revised, it shall also determine the manner in which the revised consideration is payable and such determination both original and revised shall be final and the allottee or hirer shall be precluded from making complaint or raising objection or settling up any claim in this behalf at any stage.

8. (i) Any money, including the monthly instalments payable to the Board shall be deposited in Current Account number as specified in Clause 2 of this letter. However, the Chairman may in case of exceptional circumstances permit the same to be deposited in cash with the Chandigarh Housing Board.

(ii) All fees, taxes, charges, assessments, municipal or otherwise and other levies of whatsoever nature shall be borne by you and shall be paid direct to the authorities concerned within the specified period.

(iii) Prompt payment of water and electricity charges etc. shall have to be made by you direct to the authorities concerned.

9. (i) The lease in respect of the land under the dwelling unit shall commence with effect from the date of issue of allotment letter by the Chandigarh Administration or from the day of taking possession of land by the Board, whichever is earlier. You shall pay from the commencement of this lease the ground rent of Rs. _____ calculated on the premium of the land @ 2½% per annum for the first 33 years, @ 3¾% per annum for the next 33 years and @ 5% per annum for the remaining 33 years of the lease. However, the competency to charge the abovesaid rate lies with the Chandigarh Administration and these

rates are subject to change as and when considered necessary by the Chandigarh Administration. The ground rent amounting to Rs. 1,20,412.2 for the first 99 years included in the deed. Clause 2 (iii) of this letter is effective from 1-6-90 and this is subject to future adjustment. Thereafter ground rent shall be payable by you to the Board or to its order in advance automatically and regularly every year within one month from the date on which it falls due, failing which, without prejudice to any other right or remedy of the Board, the allotment/allotment and tenancy of the dwelling unit shall be liable to be cancelled and you shall be liable to be evicted from the dwelling unit by following the procedure prescribed under Rules as framed under Chapter VI of the Act. However, the Chairman or any other officer authorised by the Board, or the Chandigarh Administration in case you have been ordered to pay the same to it, may on certain reasonable grounds extend this period of one month on receipt of a written request to this effect before the expiry of the said one month on payment of interest at the prescribed rate. Where the payment is not made within the stipulated period interest shall be charged as prescribed.

(ii) The lease of the land under the dwelling unit shall further be subject to the provisions of the Chandigarh Lease-hold of Sites Building Rules, 1973 as framed by the Chandigarh Administration.

10. You shall sign and execute all papers, agreements and documents etc. relating to the dwelling unit allotted to you which may be required to be executed and signed by you at any time by the Board within one month from the date of issue of notice to this effect or within the extended time hereinafter mentioned, failing which your allotment/allotment and tenancy shall be liable to be cancelled and you shall be liable to be evicted from the dwelling unit following the procedure under Rules as framed under Chapter VI of the Haryana Housing Board Act, 1971, as extended to Union Territory of Chandigarh. However, the Chairman or any other officer authorised by the Board may extend the referred period of one month from time to time to four months in aggregate from the date of issue of notice on receipt of written request to this effect. Further, the Chairman may revive the allotment/allotment and tenancy on payment of penalty equal to 1% of the total consideration of the dwelling unit before referring the case for eviction to the Competent Authority under Chapter VI of the Act.

11. You shall not sell, alienate or transfer any of your right or interest in the said property or otherwise wise part with the possession of the whole or any part of the said property till you become owner or for a period of 10 years from the date of actual possession whichever is later subject to the undermentioned exceptions.

- (a) Lease for a period not exceeding 5 years at a time.
- (b) The right, title and interest can be mortgaged in favour of the Government, Life Insurance Corporation or any Scheduled Bank or any Corporate Body in order to raise loan for the payment of price of built-up house to the Board.

Provided that the Board shall have first and paramount charge on the said property for the unpaid portion of purchase price and other dues outstanding against you, including penalty, if any.

Provided further that such lease or mortgage etc. can only be created with the prior permission of the Board; and Board will be competent to impose any condition while granting such permission.

(ii) You shall not transfer the dwelling unit or your rights therein through the execution of Power of Attorney, Agreement to Sell, Will etc. till you become the owner or for a period of ten years from the date of actual possession, whichever is later.

12. The cost of stamp to be affixed on the documents and agreements, conveyance/lease deed etc. and the typing charges and registration charges thereof will also be payable by you.

13. No addition and alterations in the dwelling unit shall be made by you without the prior approval in writing of the Board and it shall be used only for the purpose of residence and for no other purpose.

14. The Board by its officers and servants at all reasonable time and reasonable manner after 24 hours notice in writing enter in and upon any part of the said dwelling unit for the purpose of ascertaining whether you have been duly observing the conditions of allotment.

15. (i) The allottee shall be bound to comply with the conditions as to use, if any, imposed either under the letter of allotment or lease deed, as the case may be, as well as any conditions imposed on the Board by the Government while transferring land to the Board.

(ii) The allottee and any other person occupying the property shall abide by the provisions of the Capital Punjab Development & Regulation Act, 1952 and the Rules made thereunder.

Provided where the person occupying the property is other than the allottee, the responsibility to abide by the provisions of the above stated Act and Rules shall be joint and several on the part of occupant and the allottee.

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In case of any contravention/breach of the terms and condition of this allotment letter as also the provisions of the Chandigarh Housing Board (Z Potment, Management and Sale of Tenement) Act, 1971, the allotment/allotment and tenancy shall be liable to be cancelled and the amount as specified in Clause 19 or 21 of this allotment letter, as the case may be.

All powers exercisable by the Board may be exercised by the Chairman, Chandigarh Housing Board.

If any dispute or difference of opinion arises regarding interpretation of the wording of the provisions of this allotment letter or the agreement made thereunder or any decision taken by the Board thereon, the Board shall be guided by the rules and regulations made from time to time under the Act, the decision of the Board on such matters shall be final and binding on the allottee.

If the allotment/allotment and tenancy is cancelled before taking the physical possession of the dwelling unit, either at your own request or due to your failure to fulfill the requirements as specified in Clause 2 and 3 of this allotment letter, the Board's obligation to allot you a dwelling unit shall be deemed discharged and you shall be liable to pay to the Board for the allotment of a dwelling unit as specified in Clause 2 and 3 of this allotment letter, the amount specified therein, together with the interest thereon, and the necessary documents and the allottee shall be liable to pay the amount within the period specified in the allotment letter, as per Clause 2 and 3 of this allotment letter, from the date of handing over possession of the dwelling unit to the Board.

If the allotment/allotment and tenancy is cancelled in the event of the affidavit filed in the prescribed form with the application at the time of allotment with regard to the eligibility being found false at any time, the Board would in addition to the cancellation of your registration with the Board and the allotment of a dwelling unit, forfeit the deposit received with the application and all the payments made to the Board and shall be liable to the penal consequences under the law.

If the allotment/allotment and tenancy is cancelled at your own request or on the ground of non-fulfillment of any condition of allotment, the Board shall forfeit a sum equal to 5% of the total consideration of the dwelling unit in addition to the ground rent already paid or payable to the Board and on the payment of the amount of the dwelling unit as determined by the Board, for the period commencing from the date of handing over possession back to the Board. Thereafter the dwelling unit shall vest in the Board.

The rate of interest to be charged under this allotment letter shall be 17 per cent per annum as applicable to the scheme framed by the Board.

You shall intimate the Board about any change in your correspondence address within 15 days of the change failing which you shall remain liable and responsible for all the consequences following therefrom.

In this allotment letter, unless the context otherwise requires :-

- (a) 'Act' means the Haryana Housing Board Act, 1971 as extended to the Union Territory of Chandigarh and amended from time to time.
- (b) 'Allotment' means allotment on Hire-purchase /under Partial/Fully Self Finance System on the terms and conditions prescribed in this letter.
- (c) 'Allottee' means a person to whom a dwelling unit has been allotted under the Partial/Fully Self Finance System on the terms and conditions prescribed in this letter.
- (d) 'Board' means the Chandigarh Housing Board constituted under Section 3 of the 'Act'.
- (e) 'Consideration' means the price of a dwelling unit as fixed by the Board for allotment of such unit by way of sale on lease hold basis for 99 years and ground rent.
- (f) 'Deposit' means the initial amount payable by an applicant alongwith his application for allotment of dwelling unit.
- (g) 'Dwelling-unit' means dwelling unit No. 5421/E of Category -I in Chandigarh belonging to the Board and allotted to Mr. Senior Manager, RCI son of/ wife of Mr. Senior Manager, RCI on Hire Purchase/under Partial/Fully Self Finance System which is intended to be used by a family for the habitation.

and is NENT

(h) 'Hirer' means a person who has signed the Hire Purchase Tenancy Agreement

(i) 'Property circumstances' means and includes the nature and condition of the building, or premises, the type and nature of construction, specification adopted therefor, material used and the workmanship, stability or the durability of the structure, the type of accommodations, pattern of installation, fittings, fixtures and other amenities and all such other things that constitute the property as they exist in the dwelling unit.

(j) Other words and expressions used here-in above but not defined in this clause shall have the same meaning assigned to them as in the Act and the Rules and Regulations made thereunder from time to time.

NOTE: The word 'allotment' appearing in different clauses of this letter refers to the allotment under 'Self financing system' whereas the words 'allotment and tenancy' refer to the 'allotment on Hire purchase basis'

Yours faithfully,

J/S
Development Officer,
for Chairman, Chandigarh Housing Board
W/S Chandigarh

Item 4 to 7 and 8 applicable to all allottees.
Out of which ever is not applicable out of 5 to 7

AFFIDAVIT

I do hereby solemnly swear and declare as under:-

1. That I am residing in the office of _____
or am engaged in the business of _____
name and style _____ and total income of family per
month Rs. _____

2. That I and my wife/husband or any of my dependent relations including unmarried children do not own on free hold or lease hold or hire purchase basis a residential plot or house in the Union Territory of Chandigarh or in any of the Urban Estates of Mohali or Panchkula.

3. That I have not acquired a house/residential site anywhere in India through Govt./Semi-Government/Municipal Committee/ Corporation/Improvement Trust at concessional rate i.e. at reserved/fixed price, in my name or in the name of any dependent member of my family.

4. That prior to the allotment of this house for my wife/husband or dependent relations including unmarried children I have not transferred the registration or allotment of residential plot or house in the Union Territory of Chandigarh or in any of the Urban Estates of Mohali or Panchkula.

(OR)

That for my wife/husband or my dependent relations including unmarried children has applied for residential plot/house in the Union Territory of Chandigarh/Urban Estate Mohali/Urban Estate Panchkula and have surrendered the said residential plot/house as per terms of the allotment letter of dwelling unit by the Housing Board, Chandigarh.

5. That I belong to a Schedule Caste (name of the caste to be specified) or Scheduled Tribe.

6. That I am serving in the Army/Air Force/Navy since _____ or I am ex-defence person having retired from Army/Air Force/Navy on _____ since _____

7. That I am a pensioner having retired from _____ and due to superannuate on _____ or I am a Government employee _____

8. That I have read and understood the clauses of the letter of allotment No. _____ dated _____ issued to me by the Board and I accept and agree to abide by its terms and conditions.

DEPONENT

VERIFICATION

I, the above said deponent hereby declare that the contents of my this affidavit are correct and true to the best of my knowledge and belief and nothing has been concealed therein and no part of it is false.
Chandigarh, dated the _____

DEPONENT

TO BE ATTESTED BY A MAGISTRATE 1ST CLASS/OATH COMMISSIONER/NOTARY PUBLIC

POSSESSION FORM.

House No. 5721/1 Cat-I, (I) Gr-(II) Phase-I
Min Majra U.T. Chandigarh.

- 1- Name The Senior Regional Manager, Food Corp.
- 2- Father's/Husband Name Sh. Indu
- 3- Address: SCO no. 356-59, Sector 14, Chandigarh
- 4- Allotment Letter No. 5768, dt. 6.7.75
- 5- House No. Allotted: 5721/1
- 6- Registration No.: 13825
- 7- Date of taking over the possession. 30.9.75

It is stated that I have taken over the possession of house without any defect together with fittings, fixtures and glass panes complete in all respect to my entire satisfaction.

[Signature]
Signature of the allottee.
Taking over the possession.

[Signature] 30/9/75
Signature of S.O.
Handing over the Possession.

I have taken over the physical possession of the flats 30.9.75 (dated) I undertake to make necessary security arrangement, fixing of grills etc. for fixing of P.H/Electrical fittings within 15 days from the date of possession i.e. by 15.10.75 (date) In case of failure to do so Chandigarh Housing Board may provide me with PH/Electrical fittings. These shall be delivered to me from PH/Electrical store in Ind. Area Phase-I, Chandigarh.

[Signature]
Signature of Allottee.

[Signature]
Signature of Allottee.

CHANDIGARH HOUSING BOARD

212

A CHANDIGARH ADMINISTRATION UNDERTAKING

8, JAN MARG, SECTOR 9, CHANDIGARH - 160009

Diary No.8,414

Date:04/05/2007

Subject: ISSUE NDC

Applicant Name: FCI CHD

Dwelling Unit No.: 5421-1

Scheme Name: 96 NOS CAT-I M.MAJRA

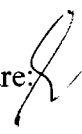
Phone:

Sector No.: M/MAJRA

Registration No.: 13885

Due Date of Dispatch: 03/06/2007

Received By:
(Name: RAJESH.SETHI)

Signature: 

(PROVISIONAL)



Chandigarh Housing Board
8 Jan Marg, Sector - 9, Chandigarh.
Phone : 4601822

No.HB-AO-I SOVI/2006 / 8623

dated, the 31/5/07

To

The Senior Regional Manager
Food Corporation of India
Bay No. 34-38, Sector 31/A.
Chandigarh.-160047

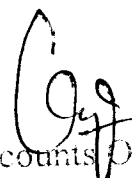
**Sub: No Due certificate in respect of D.U.No.5421/1 of category -I
M.Majra, Chandigarh. Regd.No.13885**

Reference your application dated 4.5.07 on the subject cited above.

A sum of Rs 818900/- representing full payment on account of total premium as per demand in respect of the allotment of dwelling unit No.5421/1 Category -I R.No.13885 in Mani-Majra, Chandigarh made in your favour vide letter No.3768 dated 6.9.95 has been received by the Board.

The Ground Rent paid for the 99 years at the time of allotment w.e.f 1.6.90 This is without prejudice to the recovery, if any, becoming due at any time from you on account of any discrepancies errors, omissions or adjustments in accounts pertaining to the scheme.

The condition of the allotment will hold good and the prescribed lease deed will be duly executed by you.


Accounts Officer-I,
For Chairman,
Chandigarh Housing Board,
Chandigarh.



CHANDIGARH HOUSING BOARD

A CHANDIGARH ADMINISTRATION UNDERTAKING

8, JAN MARG, SECTOR 9, CHANDIGARH - 160009

Date: 30/07/2007

Diary No. 12,099

Subject: Conversion From Lease-hold To Free-hold

Applicant Name: ASSTT. GENERAL MANAGER FCI

Dwelling Unit No.: 5421-1

Scheme Name: 96 NOS CAT-I M.MAJRA


Phone:

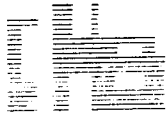
Sector No.: M/Majra

Registration No.: 13885

Due Date of Dispatch: 29/08/2007

Received By:
(Name: kamal.kishore)


Signature:



Chandigarh Housing Board
8 Jan Marg, Sector - 9, Chandigarh.

NO.HB.AOI-SOVI-2007/ ~~7~~ *4*

Dated, the

To

The S.D.E. (ENF)
Chandigarh Housing Board
Chandigarh.

Subject: - Inspection of Building before permission to convert from lease hold to free hold in respect of H.No. 54211 Sector M. Mayo.
Chandigarh.

The allottee/~~transferee~~ of dwelling unit No 54211 Sector M. Mayo. Chandigarh has applied for conversion of land under dwelling unit from

lease hold to free hold. You are accordingly requested to inspect the dwelling unit and to submit your report regarding illegal construction/misuse, if any, within 7 days from the date of issue of this letter to enable this office to consider the request of the allottee/~~transferee~~ for conversion of his/her dwelling unit from lease hold to free hold.

586
27/8/07

Sh. Shekhar
Genl.

sl

Accounts Officer-I
Chandigarh Housing Board
Chandigarh.

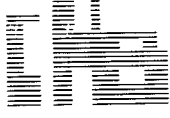
Endst.No. HB-AOI-SOVI-2007/ 13300

Dated, the 24/8/07

A copy is forwarded to Sh/Smt. The Senior Regional Manager residence of FCI Bay no. 34-38 Sada. 31-A Chandigarh for information to his/her application dated 30-7-07.

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Accounts Officer-I
Chandigarh Housing Board
Chandigarh. 6



Chandigarh Housing Board

8 Jan Marg, Sector – 9, Chandigarh.

Phone :4601822-28

No.EO.HB.AOL/SOVI/2007/ 14733

Dated, the 17/8/07

To

The Senior Regional Manager
Food Corporation of India
Bay No.34-38, Sector 31-A
Chandigarh.

Subject: - Execution of Conveyance Deed after conversion of Lease- hold land Tenure into Free- hold Land Tenure in respect of H.No. 5421/1 Cat-I Mani-Majra, Chandigarh.

Reference memo No 14733 dated 17/8/07 allowing conversion of Lease- hold Land Tenure into free- hold Land Tenure in respect of land under dwelling unit No. 5421/1 Cat-I , Mani-Majra, Chandigarh.

2. As per condition No.(V) of the aforesaid memo, you were to get the conveyance deed executed on Non- Judicial Stamp Papers in the prescribed proforma available with the Chandigarh housing Board and the said conveyance deed was to be got registered with the Sub-Registrar, U.T.Chandigarh.

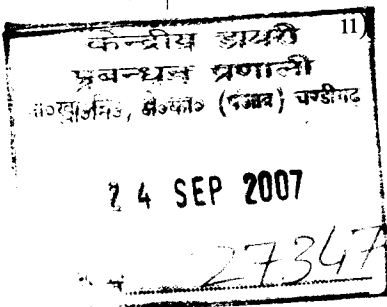
3. The consideration amount for the purpose of calculation of stamp duty on conveyance deed, as per the Rules, is the conversion fee without any remission plus premium of land under the dwelling unit. Conversion fee in respect of land under is Rs.27131/- and premium of land is Rs. 46369/-. Thus stamp duty & 6% works out to Rs. 4410/- in your case.

4. The procedure for execution of conveyance deed is as under:-

- i) You shall deposit Rs. 4410/- as stamp duty through Treasury challan (available in the Central Treasury, U.T., Sector 17, Chandigarh) in the State Bank of India (Treasury Branch) Sector 17, near R.C.C, Chd. You shall obtain 3 copies of printed proforma of Conveyance Deed on production of original copy of Treasury Challan (also bring one Photostat copy of treasury Challan) for execution amongst transferee, Chandigarh Housing Board and Estate Officer, U.T., Chandigah & Rs. 500/- depositable in cash counter of CHB. Representing processing fee/printing chargers etc.

26/9
m-p-ii

Sh. Skelcher
RF
24/8/07



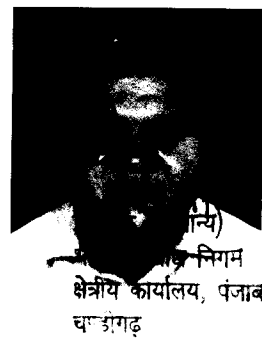
- iii) You shall affix recent passport size photograph on each copy of printed proforma of conveyance deed.
- iv) After execution of Conveyance Deed by all the concerned parties, it will be handed over to you for getting the certificate on the top of the Conveyance Deed signed from the Distt. Treasury Officer, U.T., Chandigarh exercising the powers of Collector, on production of original Treasury Challan before him, as a proof of having paid the stamp duty.
- v) After grant of the aforesaid certificate by the Distt. Treasury Officer, U.T., Chandigarh, you shall get it registered in the office of Sub-Registrar, U.T., Chandigarh within two weeks and furnish a Photostat copy of Registered Conveyance deed, duly attested by Notary Public to the undersigned.



Secretary,
CHB, Exercising the powers of the
Estate Officer, U.T.
Chandigarh. ↵

From

Secretary,
Chandigarh Housing Board
Exercising the powers of the
Estate Officer,
U.T.Chandigarh.



To

The Senior Regional Manager
Food Corporation of India
Bay No.34-38 Sector 31-A
Chandigarh.
Memo No.HB/EO/AOI/SOVI/2007/ 14782
Dated, the 17/3/07

Subject: - Conversion of Lease Hold System into free Hold System in respect of Land under dwelling unit No. 5421/1 Cat-I M.M Chandigarh.

Reference your application dated 30.7.07 on the subject cited above.

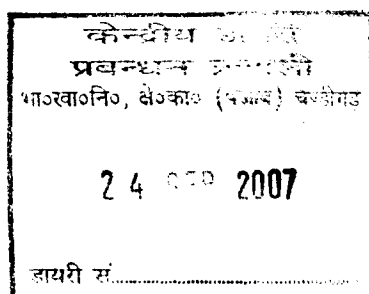
That the above dwelling unit was allotted to The Senior Regional Manager food corporation of India fully self Finance System by the Chandigarh Housing Board, Chandigarh vide allotment letter No.3768 dated 6.9.95.

The Area of Dwelling unit is mentioned as 2096 sft.

The Chandigarh Administration Finance Department vide its notification bearing No.222-UTFI (3)-95/9360 dated 19.7.96, framed the rules called " The Chandigarh Conversion of Residential Lease Hold to free Hold Land under Tenure in the Union Territory, Chd' and further amended the same vide Finance Department Notification No.2243-UTFI(3)/97/20447 dated 29.10.97.

Necessary sanction to the conversion of the above mentioned D.U. from lease hold to free hold system is hereby accorded subject to the following conditions:-

- i) That the applicant has paid the full amount of conversion charges as per rules in lumpsum.
- ii) That after the conversion from lease hold to free hold basis, the "Chandigarh (Sale of sites & Buildings) Rules, 1960" as amended from time to time shall ip-so-facto be applicable to the present dwelling unit.
- iii) That all the terms and conditions as imposed by the Chandigarh Housing Board, Chandigarh vide their allotment letter dated 6.9.95 shall remain operative as before.




iv) That the applicant shall get the conveyance deed executed with the Estate Officer, Union Territory, Chandigarh and the Chandigarh Housing Board, Chandigarh on Non-Judicial stamp papers of the prescribed value within six months from the date of issue of this conversion letter in the prescribed performa to be provided by the Chandigarh Housing Board. The said conveyance deed shall be got registered with the Sub-Registrar, U.T., Chandigarh. The consideration amount for the purpose of calculation of stamp paper leviable on conveyance deed shall be the "CONVERSION FEE" and the SURCHARGE where-ever applicable. However, in case the lease deed has not been executed the price/premium of the site as reflected in the letter of allotment or last agreement for sale or the pre-determined rate as prescribed by the Competent Authority on the date of allotment/transfer shall also be added for the purpose of calculation of stamp duty.

v) That the applicant shall also be liable to pay the amount due to the Chandigarh Housing Board, Chandigarh on account of premium, interest and Ground Rent etc, if any, found on later stage.

vi) That if any information supplied by the applicant is found to be incorrect at any stage the application for conversion from lease hold to free hold site shall be treated as cancelled and the amount deposited by the applicant shall be forfeited and action against the applicant shall be initiated under the provisions of the capital of Punjab (Dev. & Reg.) Act 1952 as amended from time to time and the rules made thereunder.

Acknowledgement Receipt in respect of the amount deposited as conversion fee will follow.


Secretary,
Chandigarh Housing Board
Exercising the powers of the
Estate Officer,
U.T.Chandigarh.

तार - फूडकार्प
Grams : FOODCORP
फैक्स - 2610736
Fax : 2610736

भारतीय
खाद्य
निगम



FOOD
CORPORATION
OF INDIA

दूरभाष
Phone { 2600545
2602544
2602545
2602547

क्षेत्रीय कार्यालय, पंजाब, चण्डीगढ़ Regional Office, Punjab, Chandigarh
बे न०. 34-38, सैक्टर 31-ए, चण्डीगढ़-160 047
Bay No. 34-38, Sector 31-A, Chandigarh-160 047
E-mail : srmpb@fci.delhi.nic.in

No.B/4/Office Accm./R.O.Pb/Misc./05/FCI Flats/
783

Dated: 2.6.2008


The Secretary,
Chandigarh Housing Board,
Chandigarh.

Sub: Submission of conveyance deed in respect of House No.5421/I, Cat.I,
Manimajra.

Sir,

Please find enclosed herewith a notarised copy of conveyance deed in
respect of above mentioned house for information and necessary action.

Yours faithfully,


Asstt. Genl. Manager (Genl.)
2/c
Gm
2/6/08
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CHANDIGARH ADMINISTRATION
Enforcement Under Section 42
of Indian Stamp Act, 1899.



Certified That Stamp Duty Of Rs. Rs. 4610/-
(Rs. Four thousand Six hundred Ten only)
has been paid by Sh/Ms. S.M. Fagel Corp. of India
H.No. 5421/1, Sector 17, Chandigarh
vide TR No. 17 Dated 13/05/08

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

30/5

12/05/08

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. 5421/1, Sector 17 Chandigarh, to be used for residential purpose in the Union Territory, Chandigarh.

This indenture is made on the 13th day of May 2008

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/Ms. The Saran Regional Merges, Ltd. Corp. of India St/D/O/W/O
Shri No. 3438, Sector 31A Chandigarh, resident of House No. 5421/1,
Sector 17, Chandigarh, (hereinafter called the "transferee") of the other part;

WHEREAS the erstwhile lessee was allotted residential site No. As per plan
Sector 17, Chandigarh, measuring 60 Sq. yds. for a premium of
Rs. 5,22,720/- (Rs. Five Crores Twenty Two Lacs
Seventy Two Thousand only) for 99
years on Lease-hold basis vide Allotment Letter No. 18632 dated 22/11/90

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12/05/08

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CA 113
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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 _____ between the Vendor, the Erstwhile lessee and on the _____ day of _____ 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. 5421/1 on ground floor /first floor/second floor/third floor on the plot number 5421/1 situated in Sector Mohi Mahal, Chandigarh, constituting the part of the above-said site vide allotment letter No. 3768 dated 6-9-95 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. 8,18,800/- (Rupees Eight Lacs, Eighteen Thousand and 800 only) (4,63,600/- + 7,72,531.00/-) 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 in consideration of such conversion fee:-

i) Amounting to Rs. 18/00 (Rupees Eighteen hundred 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

[Signature]

File No. 2132

~~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. 5421/1 Sector Mandmelan, Chandigarh, measuring about 232.88 Sq.yd., 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 alongwith 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.

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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 hour's 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 6-8-95 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 any thing 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/Ms. The Sewan, Legal Manager, Food Corp., Sh. Corp. of India, Bay No 34-28 Sector 31-A Chandigarh resident of House No. 5421/1 Sector Moumagan 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/Ms. The Sewan, Legal Manager, Food Corp., Sh. Corp. of India, Bay No 34-28 Sector 31-A Chandigarh resident of House No. 5421/1 Sector Moumagan, Chandigarh, on this 4th day of April 2008

[Signature]
TRANSFEREÉ

In the presence of :-

Witnesses :-

1. Name Charles Stephen Bensch
 Residence H.NO.55 Sector 38A Chand
 Occupation Govt Service.


[Signature]
Signature

2. Name R. S. DHILLON
 Residence 206/1, Sector-44A, Chandigarh,
 Occupation Govt Service.

[Signature]
Signature

A. I.
CAIB
[Signature]

Signed by Shri Nagandeep Kaur for and on behalf of
the Chandigarh Housing Board, Chandigarh, on the 13th day of
May 2008


Chief Accounts Officer
Chandigarh Housing Board/ERST WHILE LESSEE

In the presence of :-

Witnesses :-

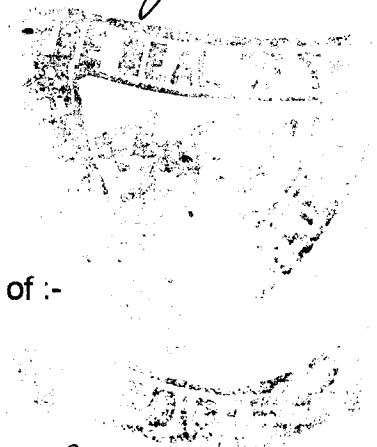
1. Name Ramesh Chand S.O.
Residence
Occupation



Signature

2. Name KULDEEP CHAND
Residence Club, CHB
Occupation


Signature

Signed by Sh. Kamlesh Kumar (HCS) for and on behalf of
the President of India and setting his authority at Chandigarh, on the
13th day of May 2008




Estate Officer / VENDOR
U.T. Chandigarh .

In the presence of :-

Witnesses :-

1. Name Ramesh Chand S.O.
Residence
Occupation


Signature

2. Name KUL DEEP CHAND
Residence Club, CHB
Occupation


Signature



This deed of **DEED OF CONVEYANCE** is presented before me
for the Registration in the office of Sub Registrar, Chandigarh

AMARJEET KAPPY S/D/o **SR REGIONAL MANAGER**
Resident of **FCI, PB, BAY NO 34-38, SEC 31-A, CHD**

This Date **30/5/2008** between the hours **12:21:21 PM**

Amarjeet Kappy
Presenter

[Signature]
Sub Registrar, Chandigarh

That the executant of this deed **AMARJEET KAPPY** Admit its Due
Execution and content there in to be true and correct. The Executant is identified by
DINESH K VOHRA and **CHANDER SHEKHAR** both
the witnesses are known to each other and the First witness are personally know to me

Dinesh K Vohra
Executant

[Signature]
Sub Registrar
Chandigarh

Witness No. 1

Dinesh K Vohra
DINESH K VOHRA
ADV
EO, CHD

Witness No. 2

Chander Shekhar
CHANDER SHEKHAR
S.C BANSAL
55, SEC 38-A, CHD

signature L.T.I. of executant
under both the endorsement
U/S 52,58 were obtained in my
presence

[Signature]
Sub Registrar
Chandigarh

CERTIFICATE

Registered at Serial No **1,228**

Book No. **1** Volume No. **169**

Page No. today **30 May, 2008**

[Signature]
Sub Registrar
Chandigarh

CHANDIGARH HOUSING BOARD

A CHANDIGARH ADMINISTRATION UNDERTAKING

8, JAN MARG, SECTOR 9, CHANDIGARH - 160009

Diary No.18,547

Date:07/01/2008

Subject: Execution Of Conveyance Deed

Applicant Name: ASSTT. GENL. MANAGER FCI

Dwelling Unit No.: 5421-1

Sector No.: M/Majra

Scheme Name: 96 NOS CAT-I M.MAJRA

Registration No.: 13885

Phone:

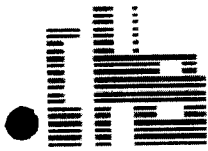
Processing Charges: 500

Due Date of Dispatch: 06/02/2008

Received By:
(Name: kamal.kishore)

Signature:

Disclaimer: The amount mentioned is subject to revision at the time of interview if required



CHANDIGARH HOUSING BOARD

A CHANDIGARH ADMINISTRATION UNDERTAKING

8, JAN MARG, SECTOR 9, CHANDIGARH - 160009

Diary No. 25,000

Date: 29/04/2008

Subject: SUBMISSION OF CD SETS

Applicant Name: A.G.M. F.C.I. CHD

Dwelling Unit No.: 5421-1

Sector No.: M/MAJRA


Scheme Name: 96 NOS CAT-I M.MAJRA

Registration No.: 13885

Phone:

Due Date of Dispatch: 29/05/2008

Received By:
(Name: RAJESH.SETHI)

Signature: 

तार - फूडकार्प
Grams ● OODCORP
फैक्स - 2604252
Fax : 2604252

भारतीय
खाद्य
निगम



FOOD
CORPORATION
OF INDIA

दूरभाष { 2600545
2602544
Phone { 2602545
2602547

क्षेत्रीय कार्यालय, पंजाब, चण्डीगढ़ Regional Office, Punjab, Chandigarh

बे न०. 34-38, सैक्टर 31-ए, चण्डीगढ़-160 047

Bay No. 34-38, Sector 31-A, Chandigarh-160 047

E-mail : srmpb@fci.delhi.nic.in

No.B/4/Office Accm./R.O.Pb./Misc./05/FCI Flats/ Dated: 21.4.2008

To

The Secretary,
Chandigarh Housing Board,
Chandigarh.

Sir,

Please find enclosed herewith conveyance deed in r/o dwelling unit no.5421/1, Manimajra, Chandigarh duly signed by the authorized signatory on and for behalf of SRM, Food Corporation of India, Punjab Region, Chandigarh through Sh.Amarjit Kaypee.

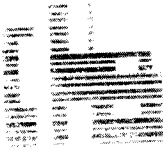
Yours faithfully,

(Signature)
(Amarjit Kaypee)
A.G.M.(Genl.)
FCI,RO,Punjab,
Chandigarh.

c/c

(Signature)

21/4/08



CHANDIGARH HOUSING BOARD

A CHANDIGARH ADMINISTRATION UNDERTAKING

8, JAN MARG, SECTOR 9, CHANDIGARH - 160009

Diary No.20,215

Date:12/02/2008

Subject: Non Supply of Conveyance deed documents in r/o H.No.5425,5421-1,5424-3 Cat.-1 M.Majra
Scheme 96 Nos

Applicant Name: AMARJEET KAY PEE(ASSTT. GENL.MANAGER)

Dwelling Unit No.:

Sector No.:

Scheme Name:

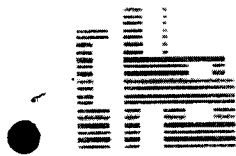
Registration No.:

Phone:

Due Date of Dispatch: 13/03/2008

Received By:
(Name: nishi.sharma)


Signature:



CHANDIGARH HOUSING BOARD

A CHANDIGARH ADMINISTRATION UNDERTAKING

8, JAN MARG, SECTOR 9, CHANDIGARH - 160009

Diary No.28,466

Date:04/06/2008

Subject: SUBMISSION OF CD COPY

Applicant Name: AGM FCI

Dwelling Unit No.: 5421-I

Sector No.: M/MAJRA

Scheme Name: 96 NOS CAT-I M.MAJRA

Registration No.: 13885

Phone:

Due Date of Dispatch: 04/07/2008

Received By:
(Name: RAJESH.SETHI)

Signature: 