

Regd.

UNION TERRITORY
CHANDIGARH ADMINISTRATION

NO. 35978 /RCE-745 /GHL/2002(Schools)

Dated 30-9-2

To

The Chairperson

Stepping stones school society

H.No.124 sector 9-B,Chd.

Subject:

Allotment of land to stepping stones school society for the construction of primary school Building.

The following site is hereby allotted on Lease Hold Basis for 99 years to Stepping Stones School Society measuring 9835.370 S.Yds. in Sect.37-D for the construction of school building (i.e. Primary school) on the following terms and conditions:-

Sector	Area in Sq.Yds.	Rate per Sq.Yds.	Total Premium	Ground rent annually for the 1 st 33 years.
		900/-		
37	9835.370	For maximum/ Minimum FAR 0.25	Rs.8851833/-	Rs.221296/-

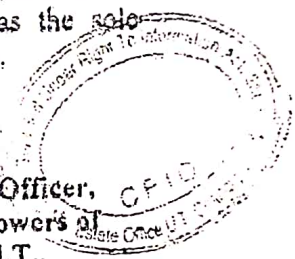
- The area as shown above is subject to variation at the time of taking physical possession of the site.
- The lease shall be governed by the Capital of Punjab (Dev. & Reg.) Act 1952 and Chandigarh Lease Hold of Sites and Building Rules, 1973 as amended from time to time and rules made there-under.
- The amount of Rs.2212958/- paid by you has been adjusted towards 25% of the total premium of site.
- The lease shall be deemed to have commenced from the date of issue of this allotment letter. No interest shall be payable if the 75% balance of premium is paid in lump-sum within 30 days of the date of this allotment letter. However, in case it is intended to pay the premium in instalments, it can be paid in Ten annual equated instalments with interest @ 12% per annum, the first instalment being payable on the expiry of one year from the date of allotment.
- The ground rent shall start accruing from the date of allotment, the first instalment being due after the expiry of one year from the date of allotment and shall be payable by the 10th of the following month in which it falls due.
- The following shall be the schedule of payment of instalments of the premium:-

No of Instalment	Due date of payment	Date upto which payment should be made.	Amount of equated instalments including interest
1 st Instalment	30-9-2003	10.10.2003	Rs. 1174948/-
2 nd Instalment	30-9-2004	10.10.2004	Rs. 1174948/-
3 rd Instalment	30-9-2005	10.10.2005	Rs. 1174948/-
4 th Instalment	30-9-2006	10.10.2006	Rs. 1174948/-
5 th Instalment	30-9-2007	10.10.2007	Rs. 1174948/-
6 th Instalment	30-9-2008	10.10.2008	Rs. 1174948/-
7 th Instalment	30-9-2009	10.10.2009	Rs. 1174948/-
8 th Instalment	30-9-2010	10.10.2010	Rs. 1174948/-
9 th Instalment	30-9-2011	10.10.2011	Rs. 1174948/-
10 th Instalment	30-9-2012	10.10.2012	Rs. 1174948/-
Ground rent annually for 1 st			Rs. 221296/-

8. The premium of land and ground rent should be deposited by means of Demand Draft drawn on any Scheduled Bank situated at Chandigarh in favour of Estate Officer, Union Territory, Chandigarh. **PAYMENT BY CHEQUE WILL NOT BE ACCEPTED.**
9. In case of failure to pay the premium of land or ground rent or amount due in arrears on the due date, interest @ 20% shall be charged for the delayed period.
10. In the event of non-payment of instalments and ground rent by 10th of the following month in which it falls due or such extended period as may be allowed by the Estate Officer but not exceeding three months in all from the date on which the ground rent and instalment was originally due, the Estate Officer may issue a notice to the lessee calling upon him to show cause as to why the lease may not be cancelled and the site returned/cancelled and the amount already paid forfeited to the Government.
11. The site has been given on Lease Hold Basis for 99 years in the first instance. After the expiry of this period the lease may be renewed on such terms and conditions as the Government may decide. In addition to the premium, as in para 2 above, the ground rent @ 2 $\frac{1}{2}$ % of the premium for the first 33 years, 3 $\frac{1}{2}$ % of the premium for the next 33 years and at 5% of the premium for the remaining 33 years is payable every year.
12. The site and building erected on the site shall not be transferable. The lessee shall not alienate his rights in the site or building erected thereon or both directly or indirectly.
13. The Management of the lessee-Society shall not be nominated but an elected one.
14. The management shall have to execute a lease deed within a period of six months from the date of allotment in the prescribed form in such a manner as may be directed by the Estate Officer on the Judicial Stamp Paper of Rs. 305400/- and all other expenses in respect of the execution/registration of lease deed shall be borne by you. The Lease Deed on Stamp paper is to be got typed in duplicate. The carbon copy should also be got typed in 20 paise judicial paper and backside of each page should be kept blank. The registration of the lease deed is compulsory. The lessee shall bear and pay expenses in respect of the execution and registration fee payable thereof, in accordance with the law in force at the time of execution and registration.
15. (a) The use of land is restricted to the purpose mentioned above. The allottee-Society shall have no right to alter the aforesaid purpose for which the land is allotted.
(b) That except for the Chowkidar's residence limited to one room, kitchen and Hostel not exceeding 200 sq. ft., no other residence on the campus shall be permitted.
16. No fragmentation of the site or amalgamation of the site will be permitted. The site shall not be sub-divided under any circumstances whatsoever by the lessee-society/management.
17. The lessee-society/management shall pay all fees, taxes or cesses which may be levied or assessed on the site or building or both under any law.
18. The lessee-society/management must not be one man/one family show comprising of close relatives. The land and the building erected thereon shall not be used for any personal use by the society or its members.
19. The lessee/management of school/society shall not transfer the lease hold rights in any manner. In the event of such transfer, lease shall be liable to be cancelled in accordance with the provisions of the Capital of Punjab Development and Regulation Act, as amended from time to time.
20. No shop or commercial activity of any kind shall be allowed/permited to be constructed on the site.
21. The Government shall not be responsible for leveling the uneven sites.
22. The lessee/management of school/society shall complete the building within _____ of allotment in accordance with the rules regulating

- for permission to occupy the building in form "D" annexed in Punjab Capital (Dev & Reg) Building Rules, 1952, accompanied by supervision certificate from a qualified Architect, who supervised the construction of the building provided the building is also certified to have been completed according to the sanctioned plan by the Chief Administrator.
23. A society/management undergoing any type of internal litigation amongst members regarding assets, holding of office etc. shall not be considered for the allotment of land. The Chandigarh Administration reserves the right to inspect the records/accounts of the Society/ Trust/ School at any time to ensure implementation of the conditions of the allotment of land and for its strict use for the purpose for which it has been allotted. In case of dissolution of the Society/closure/shifting of the office all the assets/structure existing shall belong to the Chandigarh Administration and the Chandigarh Administration shall take over the management of the building and run the same itself or cause to run the same by an authorised body and in such a case the site allotted alongwith the super structures shall vest in the Chandigarh Administration. In such circumstances the Chandigarh Administration would defray the land cost at the allotment rate as mentioned in this letter. The cost of structure would be got assessed by a Valuer and accordingly reimbursed.
24. The laying and relaying charges will be borne by the society itself and no compensation/damages on any account will be given to the lessee-society.
25. The Educational Society/societies/Institutions (Schools/Trusts shall be required to:-
- (a) To reserve 5% or more seats as may be determined by the Chandigarh Administration from time to time in the schools for students belonging to economically weaker sections of the Society and the fee charged from those students shall be nominal and at par with that charged from the students of a Government Institutions.
 - (b) Follow instructions/guidelines/directions issued by the Chandigarh Administration from time to time regarding fee structure and admission procedure etc.
 - (c) Appoint qualified teaching/other Ministerial staff and pay them the salaries as is required to be paid in an aided school in the Union Territory, Chandigarh.
26. Conditions as stipulated in the Allotment of Land to Educational Institutions (Schools) etc. on lease hold basis in Chandigarh, Scheme, 1996 with further amendments thereto including the amendments made in 2001 shall be binding on you. Any instructions of Chandigarh Administration issued in public interest for discharging a social responsibility by an Educational Institution shall be binding on you.
27. In case of any damage to public health services or electrical services the lessee shall be responsible for all consequences. No compensation/relief thereto will be given to the Society/management.
28. The terms and conditions of the allotment letter and those contained in the letter of intent will be in addition to the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the Rules made there-under which shall be binding on the lessee.
29. In all correspondence on the subject, you should quote invariably the file number which is RCE- 745 in your case in order to facilitate early attendance of your correspondence, payment of premium/rent will be deemed to have been made on the date when necessary particulars are supplied to the Estate Officer in writing.
30. The trees, if any, existing on the land shall not be felled/cut down by the lessee without the permission of the competent authority and he shall not claim any compensation on this account.
31. A booklet containing the Capital of Punjab (Dev. & Reg) Act, 1952 and the Chandigarh Lease Hold of Sites and Building Rules, 1973 can be had from the Storekeeper of this office against cash payment.
32. The lessee shall use 20% area for parking exclusively within the allotted site and shall use the land entirely for the purpose it has been allotted and not for any other purposes.

- 33. In the event of default, breach or non-compliance of any of the conditions of lease, the lease may be cancelled and the site resumed and the whole/part of amount paid to the Government towards the premium/ground rent of the site may be forfeited to the Government.
- 34. After the cancellation of lease, it shall be the responsibility of the lessee to remove the malba/structure, if any within such reasonable period as may be prescribed by the Estate Officer but not exceeding three months in all from the date of cancellation of lease failing which the Estate Officer shall be competent to remove malba/structure or to proceed to auction/allot the site along with building erected thereon and after deducting the market value/price of the site etc. refund the balance to the lessee. The Estate Officer shall determine the market value and his decision shall under the law be final and binding. In case of any dispute or difference arising out of the determination of the amount to be paid to the lesser following the auction/ allotment of the site and building thereon, the Chief Administrator shall act as the sole Arbitrator and his decision shall be final and binding on the parties.



L
 Assistant Estate Officer,
 Exercising the powers of
 Estate Officer, U.T.,
 Chandigarh.

Indst. No. 36979-83 REC- 745 /G-3 Dated: 30-9-02

A copy is forwarded to the following for information and necessary action :-

- 1. The Finance Secretary, Chandigarh Administration with reference to his memo No. 2484 dated 28.3.02
- 2. The Director Public Instructions (Schools),UT, Chandigarh.
- 3. The Executive Engineer, Capital Project Division No.2,(Roads), Sector 9 Chandigarh. He is requested to hand over the possession of the land on production of the allotment letter and other related documents.
- 4. The ~~Super.~~ Estate Office, U.T., Chandigarh for information and necessary action. *tel (E)*
- 5. **Chief Architect & Secretary U.T. Chandigarh for information.**

Atz
 Assistant Estate Officer,
 Exercising the powers of
 Estate Officer, U.T.,
 Chandigarh.

W
 P 140994 *Chinwa 17/30/x/03*
 mt 103395
 GA 221296
 R/no 3773
 P/no 92408
 P 423693 -
 mt 751255
 G.R 221296
 1396249 *Chinwa 18/11/04*
 R/no 925017 dt 6/10/04
 R/no 427597 dt 5-11-04

W
 P 424948 } *Chinwa 25/x/06*
 mt 35000 }
 GA 221296 } *1396249*
 R/no 925017 } *1396249*
 P 950000 } *Chinwa 14*
 mt 274948 } *dt 27/x/05*
 GA 221296 }
 R/no 925017 } *1396249*
 P 075151 dt 7-10-05
 R/no 483625