

Policy regarding allotment of plots/houses to outsees

**Subject: - ALLOTMENT OF PLOTS/HOUSES UNDER OUTSEE
CATEGORY IN VARIOUS URBAN ESTATES OF PUDA**

Ref:- This office letter no. PHDB-Ado (HQ)-94/30528-40 dated 26.9.94.

2. Please refer to the communication on the subject cited above, vide which a broad-policy with regard to allotment of plots to oustees category alongwith other issues was circulated. The issue regarding allotment of residential built-up houses apart from plots to the oustee category has been engaging our attention since long and the detailed matter was placed before the 38th meeting of the Finance & Accounts Committee held on 23.9.03 vide item no. 38.12. While considering the agenda item threadbare, the Finance & Accounts Committee has decided as-under:-

- a) The built up houses should be allotted to an oustee in the Urban Estate for his bonafide residence.
- b) No application from the concerned oustee will be entertained after a period of one year from the date of taking possession of his acquired land.
- c) An oustee will be allotted a built-up house as mentioned below:-

Land acquired

1/2 acre to 3 acre

Between 3 to 5 acre

Above 5 acre

Note: However, if on the land which has been acquired, there is a dwelling unit, the house of LIG category may be allotted even though the area acquired may be less than 1/2 acres.

- 3. The price chargeable for allotment of built-up house to the oustees would be the same as applicable for general category.
- 4. All oustees of any joint khata would be entitled to one built up house only as per entitlement.
- 5. An oustee (s) would either be allotted built-up house as mentioned in para 2(c) above or plot as per policy dated 29.9.94. No double benefit would be allowed.
- 6. An oustee would be required to give consent as to whether he would prefer allotment of a built- up house as per entitlement or a residential plot.

7. Request/consent of an oustee for built up house will only be considered, if there is a planning of PUDA to construct houses in that particular Urban Estate in which the land of oustee has been acquired. In case PUDA is not going to build houses then an oustee shall be entitled for allotment of plot as per policy mentioned in the letter under reference which is reproduced as under:

Land acquired	Size of Plot
1/2 acre to 3 acre	100 sq. yds.
Between 3 to 5 acre	200 sq. yds.
Above 5 acre	500 sq. yds.

However, if on the land where there is a dwelling unit, 100 sq. yds. plot is to be allotted even though the area acquired is less than 1/2 acre.

The above said policy shall come into force with immediate effect.

TERMS AND CONDITIONS FOR AUCTION OF COMMERCIAL SITES

Auction of sites will be subject to the following terms and conditions:

1. Sale of sites by auction is subject to the provisions of The Punjab Regional and Town Planning and Development Act, 1995 and rules / regulations framed thereunder from time to time.
2. The intending bidders are required to deposit refundable / adjustable eligibility fee of Rs. _____ (Rs. _____). The amount of eligibility fee shall be paid in cash or by an account payee demand draft drawn in favour of Punjab Urban Planning and Development Authority payable at _____, against proper receipt issued by the office of Estate Officer, PUDA, _____ before the commencement of the auction. Any person interested to bid for more than one site will be required to deposit the eligibility fee separately for each plot. No person / company(s) or association(s) are eligible for participation in the auction if the eligibility fee is not deposited before the commencement of the auction.
3. The reserve price for corner plots shall be 10% extra.
4. Successful bidders shall have to pay 10% (ten percent) of the highest bid amount in cash or by an account payee demand draft drawn in favour of Punjab Urban Planning and Development Authority payable at _____, the fall of hammer. Another 15% (Fifteen percent) of the bid amount shall be paid within 30 (thirty) days from the date of auction. The balance 75% (Seventy five percent) amount shall be paid either in 4 (four) equated yearly instalments with interest @ 12% (twelve percent) per annum

or can be paid in lump-sum within 60 (sixty) days from the date of issue of the allotment letter whereby a rebate of 5% (five percent) will be given on the balance 75% (seventy five percent) amount. In case of payment by instalments, the first instalments will become due immediately after one year from the date of auction. The payment shall be accepted only by means of an account payee demand draft drawn in favour of Estate Officer, Punjab Urban Planning and Development Authority payable at _____. Payments by cheque will not be accepted.

5. In case the successful bidder does not deposit the 15% (fifteen percent) amount within 30 (thirty) days from the date of auction, then the 10% (ten per cent) amount already deposited by him shall be forfeited and the applicant will have no claim in this regard. However, this period can be further extended upto 180 days, on making a written request of the applicant within 30 days on payment of surcharge and penal interest of the delayed period. Surcharge shall be @ 1.5% for 30 days, 2% for 60 days, 2.5% for 90 days and 3% for 180 days of delayed payment. In addition penal interest shall also be charged @ 18% for the delayed period.

6. In no case a bid less than the reserve price shall be accepted.

7. No person whose bid is accepted shall be permitted to withdraw or surrender his bid on any ground, and in case he does so, his eligibility fee shall stand forfeited in full.

8. The Chief Administrator, PUDA or any other officer authorised by him reserves the right to accept or reject the highest bid or withdraw the site from auction without assigning any reason, even if the bid is higher than the reserve price.

9. In case the highest bid is not accepted, the eligibility fee shall be refunded in full but without any interest.

10. PUDA will issue the detailed allotment letter to the successful bidder within a period of 6 weeks after the conduct of auction and on receipt of 25% (twenty five percent) amount.

11. No separate notice will be sent for the payment of yearly instalments. Payment shall be made in accordance with the schedule to be mentioned in the allotment letter.

12. In case the installment is not paid by the due date then without prejudice to any action under section 45 of the Punjab Regional and Town Planning and Development Act, 1995, allottee shall be liable to pay penalty on the amount due, at the following rates for the delayed period:-

Sr. No

1. 2. 3.

Delayed period

If the delay is upto one year If the delay is upto 2 years If the delay is upto 3

years or more

Rate of Penalty

Normal applicable rate of interest for + 3% p.a. for the delayed period

Normal applicable rate of interest for + 4% p.a. for the delayed period

Normal applicable rate of interest for + 5% p.a. for the delayed period

13. In case a person bids on behalf of a firm or company or an association etc., the bidder shall produce to the satisfaction of the Presiding Officer, necessary documents to show that the firm or company or an association, as the case may be, has been duly registered under the relevant law and that bidder has the authority to bid and enter into an Agreement of Sale on its behalf with PUDA.

14. The possession of the site will be given within 90 (Ninety) days from the date of issue of allotment letter. In case the allottee fails to take possession of the site within the stipulated period, it shall be deemed to have been handed over on the due date.

15. The allottee shall have to complete the building within 3 (three) years from the date of issue of allotment letter, after getting the plans of the proposed building approved from the Estate Officer. The Estate Officer in the manner and on payment of such fee as fixed by the Authority or its committee from time to time may extend this period of 3 years, if he is satisfied that the failure to complete the building within the said period was due to a cause beyond the control of the allottee. If the allottee fails to make a request or to satisfy the Estate Officer for non-construction of the building, the Estate Officer shall resume the site as per provisions of the Punjab Regional and Town Planning and Development Act, 1995 and Rules/regulations made thereunder as amended from time to time.

16. The land shall continue to vest in the Punjab Urban Planning and Development Authority until the entire consideration money together with interest or any other amount due, if any, to the Authority on account of sale of such site, is paid in full to the Punjab Urban Planning and Development Authority.

17. The allottee shall have no right to transfer, by way of sale, gift, mortgage or otherwise, the plot or any other right title or interest in the said plot except with the prior permission of the Estate Officer. While according such permission on the application of the allottee, the Estate Officer may subject allottee to payment of such fee/charges, as may be determined from time to time.

18. Site shall be used only for _____ (Trade to be mentioned) and not for any other trade without the permission of the competent authority.

19. No trade involving fire explosive or hazardous or obnoxious trades causing pollution which is dangerous to public safety will be permitted

20. Change in trade shall be permitted on payment of such charges and on

such terms and conditions as may be defined under policy from time to time.

21. The covered passage within Verandah and on the side of commercial site, wherever provided shall not be encroached upon or used for any other purposes whatsoever and shall be maintained properly.

22. No fragmentation / sub-division of the site and change of land use shall be permitted.

23. On payment of the entire consideration money together with interest due to the Punjab Urban Planning and Development Authority, on account of sale of the plot, the allottee shall have to execute a Deed of Conveyance in the prescribed form and in such manner as *may* be directed by the Estate Officer, PUDA, within three months of the payment of entire consideration money together with interest or any other amount due to PUDA on account of transfer of the plot.

24. The allottee shall have to pay all general and local taxes, rates and fees imposed or assessed on the said plots/buildings by the competent authority. This shall include maintenance charges in respect of infrastructure facilities and other facilities as determined by the Punjab Urban Planning and Development Authority or by the Municipal Corporation or Municipal Committee or any other statutory authority, as the case may be.

25. The site is offered on “as is where is” basis and the Authority will not be responsible for leveling the site or removing the structures, if any, thereon.

26. The exact size of the site and its dimensions are subject to variation as per actual measurement at the time of delivery of possession of the site. In case the actual area exceeds the area offered, the bidder would be required to deposit the additional price for the excess area proportionately as per auction price.

27. The Competent Authority may, by his officers and representatives at all reasonable time in reasonable manner after 24 (twenty four) hours notice in writing, enter in and upon any part of the plot/building erected thereon for the purpose of ascertaining that the allottee has duly performed and observed the conditions to be observed under the prevalent rules, Acts and regulations as amended from time to time.

28. The Competent Authority shall have the full rights, powers and authority at all times to do through its officers and representatives all acts and things which may be necessary and expedient for the purpose of enforcing compliance with all or any of terms & conditions and reservations imposed and to recover from the allottee as first charge upon the said site, the cost of doing all or any such act and things and all costs incurred in connection therewith, or in any way relating therewith.

29. The display of advertisement *on* the walls of the site or at site or on the structures erected thereon in whatsoever manner shall be subject to the

orders and the Competent Authority may issue other instructions as from time to time.

30. PUDA's building controls will be applicable for the construction on the sites.

31. PUDA reserves the right to modify and change the layout plan without assigning any reason.

32. No interest will be paid for any amount whatsoever deposited with PUDA.

33. In case of any dispute or difference arising out of the terms and conditions of auction or allotment letter, the same shall be referred to the Chief Administrator, PUDA. The decision of the Chief Administrator in this regard will be final and binding on all the parties.