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PART III

GOVERNMENT OF PUNJAB

DEPARTMENT OF LOCAL GOVERNMENT

NOTIFICATION

The 22nd October, 2021

No. G.S.R. 150/P.A.8/2020/S.20/2021.-In exercise of the powers conferred by section 20 of the Punjab Management and Transfer of Municipal Properties Act, 2020 (Punjab Act No. 8 of 2020), and all other powers enabling him in this behalf, the Governor of Punjab is pleased to make the following rules to carry out the purposes of this Act, namely:-

RULES

Chapter-1

Preliminary

- 1. Short title and commencement.-** (1) These rules may be called the Punjab Management and Transfer of Municipal Properties Rules, 2021.
(2) They shall come into force on and with effect from the date of their publication in the Official Gazette.
- 2. Applicability.-** These rules shall be applicable to all the Municipalities as defined under section 2(e) of the Punjab Management and Transfer of Municipal Property Act, 2020.
- 3. Definitions.-** (1) In these rules, unless the context otherwise requires,-
 - (a) 'Act' means the Punjab Management and Transfer of Municipal Properties Act, 2020;
 - (b) "allottee" means the person to whom property is allotted;
 - (c) "e-auction" means auction by electronic mean;
 - (d) "Forms" means Forms appended to these rules;
 - (e) "Improvement Trust" means Trust created under the provisions of the Punjab Town Improvement Act, 1922;
 - (f) "Institutional purposes" means purposes relating to setting up of educational, charitable and social institutions and the district level office of national and regional political parties;

- (g) "Land and building owned by a Municipality" means the properties vested in the Municipalities under the Punjab Municipal Act, 1911 or the Punjab Municipal Corporation Act, 1976 or the Punjab Town Improvement Act, 1922;
 - (h) "Locally displaced person" means a person who is the owner of any land acquired by the Municipality for the execution of any scheme under the relevant Acts and who has been such an owner for a continuous period of two years immediately preceding the date of publication of such scheme by the Municipality;
 - (i) "Management of the municipal property" means regulation, administration; superintendence, care, charge, conduct, and treatment of the municipal properties;
 - (j) "Market value" means the value at which such immovable property could be sold, leased or otherwise transferred in normal and fair competition;
 - (k) "Multi-storeyed house" means a house or building having more than one floor;
 - (l) "Reserve price" means price fixed by the Price and Rent Fixation Committee constituted under section 7 of the Act; and
 - (m) "section" means a section of the Act;
- (2) The words and expressions used but not defined in these rules shall have the same meaning as assigned to them in the Act of 2020

4. Objectives.-The key objective of the Punjab Management and Transfer of Municipal Property Rules, 2021 is to facilitate the municipalities to implement the provisions of the Act both in letter and spirit.

Chapter-II

Management of Municipal Properties

- Section 3 (a) **5. Manner to identify and enter all the Municipal Properties into property Register.**-(1) The Commissioner of the Municipal Corporation and Executive Officer of the Municipal Council/Nagar Panchayat/Improvement Trust, as the case may be, shall immediately appoint an officer thereof, as an officer authorized to carry out the work to identify and enter all the Municipal

Properties into Property Register in "Form A".

- (2) The authorized officer shall be responsible for timely updation and maintenance of the record of the Properties of the Municipality and the Property register should be digitized and mapped on Geographical Information System (GIS).
- (3) The authorized officer may himself or through staff deployed for the purpose shall physically verify the properties of the Municipality.
- (4) The authorized officer shall give twenty-four hours prior notice as given in Form-B to the occupant before entering the property of any person who is in physical possession.
- (5) The municipalities shall complete the process of identification and registration of municipal properties and shall notify the information for the general public within a period of six months from the date of publication of these rules but with the approval of the Government not later than one year. Municipality shall keep on updating the same on sale/purchase or change in nature of the property as the case may be.
- (6) Any officer authorized by the Government may check the maintenance and upkeep of the property registers of any of the Urban Local Bodies as and when ordered to do so by the Government and shall submit a report to that effect to the Government.

6. Open e-auction and draw of lots.- Terms and Conditions.-

Sections 4

- (1) All the properties (except properties disposed off under section 5 of the Act or first time allotment of residential plots in development scheme or allotment under Local Displaced Person (LDP) category or allotment of alternative plot or allotment as per orders of court/ commission/forum) whether residential or commercial should be disposed off through e-auction. The mandatory conditions for Lease/ Rent are specified in "FORM-C".
- (2) The instructions and directions of Government issued from time to time shall be followed as Standard Operating procedure for E-auction and Draw of Lots.

and 6

- (3) The Municipalities shall ensure transparency in e-auction or draw of lots by implementing the instructions issued by the Government from time to time.
- (4) Draw of lots/e-auction of properties except allotment under LDP/ allotment of alternative plot /allotment as per orders of court/ commission/forum shall be held on the date to be fixed by the municipality, which shall not be earlier than 30 days of its notification.
- (5) The notice shall contain all the terms and conditions of e-auction or draw of lots.

Chapter-III

Terms and Conditions of Transfer of Properties to Tenants or Occupants

- Section 5
- 7. Model conditions for transfer of the property to the tenant or occupant.-** (1) Every municipality in addition to conditions necessary for description and identification of the property as specified in Form-D, must also include all the conditions necessary for transfer of occupied property in the agreement to be entered into for such transfer under Section 5 of the Act.
- (2). For proof of occupation, the occupant may furnish any one of the following documents:-
- (i) Voter Identity Card;
 - (ii) Adhaar Card;
 - (iii) Driving License;
 - (iv) Bank Passbook;
 - (v) Vehicle Registration Certificate;
 - (vi). VAT/GST/ Sale Tax Registration Certificate;
 - (vii) Electricity meter connection;
 - (viii) Water supply connection;
 - (ix) Ration card; or
 - (x) any other valid document issued by the Government Authorities.

- 8. Consent by tenant or occupant for transfer.-** A tenant or an occupant who is desirous of transfer of property in his favour shall give his/her consent in **Form-E.** Section 14 (3)

Chapter-IV

Procedure of the Tribunal or authorized officer/officers

- 9. Procedure for deciding reference by the Tribunal.-** Section 15 (2)
- (1) The municipality may make reference to the Tribunal or authorized officer or officers as the case may be, for eviction of tenant or occupant from the municipal property, along with the statement of claims including material facts, evidence by way of affidavit of competent authority/authorized person and of the witnesses along with original or certified copies of documentary evidence.
 - (2) The Tribunal or authorized officer or officers shall issue notice to the Tenant or occupant, as the case may be, to file reply with the statement of defence including material facts, evidence by way of affidavit of the tenant or occupant or witnesses along with documentary evidence certified by a competent authority, within a period of thirty days from the date of issue of such notice.
 - (3) The parties may file replication to the reply submitted by the opposite party within a time specified by the Tribunal or authorized officer or officers.
 - (4) The Tribunal or authorized officer or officers shall hear both the parties before deciding the claim on merit. The parties may submit written arguments before the Tribunal. Thereafter claims shall be decided by passing a detailed/reasoned order.
 - (5) The Tribunal or authorized officer or officers shall pass an appropriate order within sixty days from the date of receipt of a reference i.e. date of submission of the reference.
 - (6) The Tribunal or authorized officer or officers shall issue notices/summons to the parties/witnesses or any Government Authorities in the format/Form specified in the Code of Civil Procedure, 1908 to the extent that it does not contravene the provisions or defeat the purpose of the Principal act or these rules.

- (7) In case any application is received from the tenant or occupant as the case may be, the above mentioned procedure shall be followed by the Tribunal or authorized officer or officers as the case may be.
- (8) The Government may by notification in Official Gazette make any alteration or change in the procedure prescribed above for speedy disposal of references /application.
- (9) Every order of the Tribunal or authorized officer/officers for eviction of an unauthorized occupant shall be sent to the Collector for execution as provided under the Principal Act.
- (10) The Collector, or any other officer authorized by him in this behalf but not below the rank of an Executive Magistrate shall cause such order to be executed, within a period of thirty days of the receipt of such an order.

Section 16 (1) **10. A letter of intent to transfer the property.-** After satisfying itself that the transferee is eligible, municipality shall issue a Letter of Intent in Form-F which shall include the proposal to be accepted and all the terms and conditions of transfer.

Chapter-V

Fixation of Price and Rent by the Price and Rent Fixation Committee

Sections 7 and 19 **11. Formula to be used by the Price and Rent Fixation Committee for fixation of price and rent.-** The Price and Rent Fixation Committee shall fix a date for its meeting within seven days of receiving the request from any municipality in this regard.

1. The Price and Rent Fixation Committee may take following facts and figures into consideration for fixation of price:-
 - (a) Market Price of the properties in that area based on actual sale price for last three years.
 - (b) Registration records of properties in that area under The Indian Registration Act, 1908.
 - (c) Prices assessed by the banks for grant of loans against such properties.

- (d) Collector rate of that area.
- (e) Any other factor which the Committee considers to be useful/helpful in determining the price/rent.

Provided that the consideration for which any immovable property may be sold, leased or otherwise transferred shall not be less than the value at which such immovable property could be sold, leased or otherwise transferred in normal and fair competition. It is also made clear that price fixed by the Price and Rent Fixation Committee in any case shall not be less than collector rate.

2. For fixation of rent amount, the committee may take into consideration the following factors, namely;-

- (a) Prevailing Market Rent of the properties in that area;
- (b) Location, amenities, neighbourhood and infrastructure attached with the property;

It is made clear that annual rent fixed by the Price and Rent Fixation Committee shall not be less than 8% of the collector rate in any case.

3. For fixation of Lease Premium, the committee may take into consideration the following factors:-

- (a) Prevailing Market Lease Premium of the properties in that area.
- (b) Location, amenities, neighbourhood and infrastructure attached with the property.
- (c) Rules, regulations or instructions issued by the Public Works Department (Bridges and Roads) in this regard.

Chapter-VI

General procedure of Development Schemes

12. Extent of saleable area.- (1) While preparing a development scheme or an expansion scheme (hereinafter referred to as the scheme), the Municipality shall ensure that after development, the saleable area shall be as under:-

Sections
8(3) and
9(3)

- (a) **not less than fifty per centum and more than sixty five per centum of the total area under the Residential scheme;**

The saleable area referred above shall be utilised for the purpose and to the extent indicated as under against each such purpose :-

Purpose	Extent for utilization
(i) Residential	Eighty five to Ninety per centum of the saleable area.
(ii) Commercial.....	Four to Nine per centum of the saleable area.
(iii) Institutional	Six per centum of the saleable area : purpose.....

- (b) **as per Punjab Municipal Building Bye-laws as amended from time to time, in case of purely Group Housing Scheme;**
- (c) **not less than forty per centum and more than fifty per centum of the total area under the Commercial Scheme;**
- (d) **not less than fifty per centum and more than sixty per centum of the total area under the Industrial scheme.**

The saleable area under industrial scheme shall be utilized for the purpose and to the extent indicated as under against each such purpose :-

Purpose	Extent for utilization
O	
(i) Industrial.....	Eighty to Ninety per centum of the saleable area.
(ii) Residential.....	Maximum Ten per centum of the saleable area.
(iii) Commercial.....	Maximum Ten per centum of the saleable area.
(iv) Institutional/Public/ Semi-Public purpose.....	Maximum Ten per centum of the saleable are:

Provided that a Municipality may, with the prior approval of the Government, vary the percentage of utilization specified above keeping in view the **local requirements, demand survey, design population and**

economics of the scheme.

13. Reservation of properties in case of allotments.- (1) Subject to the Section 9(3) provisions of rule 19, in case of allotment properties shall be reserved for allotment to the following categories of persons to the extent specified against each :-

TABLE

Sr. No	Category of persons	Percentage of reservation
1.	Freedom fighters, who are having domicile of the State of Punjab and who have been awarded Tamra Patra by the State Government or their widows (if such freedom fighter has died) or (if both the parents have died) their children.	One percent.
2.	Defence Personnel, Border Security Force Personnel, members of the Central Reserve Police Force, Ex-servicemen and War Widows, who are domicile of the State of Punjab.	One percent.
3.	Legal heirs of Defence Personnel, Border Security Force Personnel, members of the Central Reserve Police Force personnel killed on duty. Note - The expression "Ex-serviceman" is a person, who is domicile of the State of Punjab and has served in any rank, whether as a combatant or as a non-combatant, in Border Security Force or Central Reserve Police Force [except the Assam Rifles, Lok Sahayak Sena, Jammu and Kashmir Militia, Territorial Army, Defence Security Corps and the General Reserve Engineering Force], for a continuous period of not less than six months after attestation and has been released otherwise than by way of dismissal or discharge on account of misconduct or inefficiency.	One percent.

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| 4. | Disabled Soldiers of Punjab (with hundred percent disability) | One percent. |
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5. Riot affected persons or Terrorist victims. Note 1 – Two percent.
For the purpose of this item:-
- (i) 'Riot affected person' means a person, who has migrated to the State of Punjab from any other part of the country and possesses a red card issued by the Deputy Commissioner concerned provided such person has not been Allotted a plot or house under the riot affected persons category either at Delhi or at any other place in India; and
- (ii) 'Terrorist victim' means a person who is domicile of the State of Punjab and possesses a certificate issued by the Deputy Commissioner concerned provided such person has not been Allotted a plot or house under the category of terrorist victim.
- Note 2 - The reservation under this category shall be extended by the State Government as per the policy framed in this regard from time to time.
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- | | | |
|----|------------------------------------|--------------|
| 6. | Gallantry Award Winners, namely :- | One percent. |
|----|------------------------------------|--------------|
- (a) Param Vir Chakra
- (b) Maha Vir Chakra
- (c) Vir Chakra
- (d) Ashok Chakra
- (e) Kirti Chakra
- (f) Shaurya Chakra
- (g) President Police Medal
- (h) Police Medals
- (i) Sena Medal or Nau Sena Medal or Vayu Sena Medal, as the case may be.
- Note 1 - In case of posthumous award, the next of kin

(i.e. the widow; if award winner was married and if unmarried then his mother or father, as the case may be) shall be eligible to avail the plot or house, as the case may be.

Note 2 - The order of precedence for allotment under this category shall be maintained as specified above

7.	Sports persons, who have won a medal at Commonwealth or Asian or Olympic Games.	One percent.
8.	Disabled persons (as defined in the Persons with Disabilities (Equal opportunities, Protection of Rights and Full Participation Act, 1995), possessing a certificate issued in this regard by the Competent Authority.	
Specified Disabilities		
	1. Physical Disability	one percent
	2. Intellectual Disability	one percent
	3. Mental behaviour disability	one percent
	4. Disability caused due to	one percent
	a. Chronic neurological condition such as	
	i. multiple sclerosis	
	ii Parkinson's disease	
	iii. Blood disorder.	
	iv. haemophilia	
	v. Thalassemia	
	vi Sickle cell disease	
	5. Multiple Disabilities (more than one of the above specified)	one percent
9.	Persons belonging to the Scheduled Castes or Scheduled Tribes (possessing a certificate issued in this regard by the Competent Authority).	Fifteen percent.

10. Government Employee (other than covered under Serial No. 11)- One Percent

(1) Employees of Punjab Government Employees of Board/Corporations of Punjab Government, Employees of Punjab and Haryana High Court Employees/officials of the Apex Institution working under Cooperative Deptt of Government of Punjab like Markfed, Milkfed, Punjab State Cooperative Bank, Housefed etc. Employees of Universities funded by Punjab Government (Except Private Universities)
(2). The applicant should have completed at least 5 years of regular service or should have retired within the last 5 years from the date of commencement of the Scheme. (3) Persons on deputation in Punjab from Government of India or any other State will not be eligible to apply under this scheme. (4) Allotment will be made to those applicants who do not own any plot/flat in his/her name or in the name of his/her wife/husband or dependent. (5) The Applicant should not have ever been Allotted residential plot/house under discretionary quota or on the basis of preference in any scheme. (6) The applicant will submit the application with date of regular joining/retirement duly certifying him being in service from the concerned D.D.O of the Department.

11. Local Government Employee including employee of Municipal Corporations/Municipal Councils/Nagar Panchayat/Improvement Trusts in State of Punjab/Punjab Municipal Infrastructure Development Company/Punjab Water Supply and Sewerage Board/State Urban Development Authority. One Percent

(1) The applicant should have completed at least 5 years of regular service of Department of Local Government, Punjab or Municipal Corporations/Municipal Councils/

Nagar Panchayat/Improvement Trusts or should have retired within the last 5 years from the date of commencement of the Schemes. Persons on deputation will not be eligible. (2) Allotment will be made to those applicants who do not own any plot/flat in his/her name or in the name of his/her wife/husband or dependent. (3) The applicant will submit the application with date of regular joining/retirement duly certifying him being in service from the concerned D.D.O of the Department.

NOTE:- The Applicants of these categories should not have ever been Allotted residential plots/house under discretionary quota or on the basis of the preference in any scheme or under the employee quota or scheme launched by the Municipality for providing houses/plots/flats:

Provided that the un-utilized plots or houses, as the case may be, reserved for the categories of persons specified above, because of non-availability of eligible persons, shall be open for allotment to the persons other than the aforesaid categories of persons.

(2) A local displaced person shall be Allotted a residential plot on reserve sale price under the scheme under which the land of such local displaced person is acquired in accordance with the following criteria:- (1) provided he applies for such allotment in Form "G" within a period of three years from the date of taking over the possession of his entire land, acquired by the municipality. (2) he will submit an affidavit to the effect that he does not own any residential house in his/her name or in the name of his/her spouse (3) The applicant must enclose the Demand Draft of Earnest Money of Rs. _____ (4) No person shall be Allotted plot as Local Displaced Person (LDP) if a person does not apply within prescribed period of three years from the date of taking over possession. Following is criteria for allotment of Local Displaced Person (LDP) plot:-

- (a) If the area of land acquired is not less than half acre and is not more than three acres; 100 square yards
- (b) If the area of land acquired exceeds three acres, but does not exceed five acres; and 200 square yards

- (c) If the area of land acquired exceeds 500 square yards:
five acres.

Provided that the local displaced persons having a joint khata being co-sharers, shall be Allotted only one plot (to all the shareholders jointly) taking into account the extent of land acquired under joint khata i.e. each shareholder shall not be entitled to separate plot:

Provided that allotment of LDP plot will be made at current Reserve Price (at the time of allotment) fixed by the Price and Rent Fixation Committee.

Section 7 **14. Fixation of reserve sale price.-** (1) The reserve sale price residential/commercial plots/properties, and Institutional sites shall be fixed by the Price and Rent Fixation Committee under section 7 of the Principal Act for every financial year as provided in Rule 11. The Reserve price fixed by the Committee will be approved from the Government:

Provided that the said price, shall be revised every financial year by the Price and Rent Fixation Committee:

Provided further that if the plots could not be sold in two consecutive auctions (at a gap of not less than forty-five days), the reserve sale price can be reduced upto twenty five percent on the recommendation of the Price and Rent Fixation Committee, with the approval of the State Government:

Provided further that if the said plots could not be sold even with the reduced price, the reserve sale price may be further reduced upto fifteen percent on the recommendation of the Price and Rent Fixation Committee, with the approval of the State Government:

Provided further that reserve sale price fixed by Price and Rent Fixation Committee shall in no case be less than the collector rate and should be commensurate with the market value prevailing at the relevant time:

Provided that in case of property Allotted through draw of lots the Allottee shall be bound to pay enhancement in compensation announced by the competent court, regarding which Municipality will intimate the Allottee. This condition has to be incorporated in the allotment/LOI.

(2) The reserve sale price of a multi-storeyed houses/flats, shall be determined by the Price and Rent Fixation Committee, keeping in view the cost incurred thereon and the reserve sale price of the land.

15. Sale price.- (1) The reserve price in respect of a residential plot, multi-storeyed house/flat and institutional sites for allotment through draw of lots/e-auction shall be the reserve sale price fixed as per *rule 14*. **Section 7**

2) The land for the institutional purposes except for charitable social institutions and for district level offices of the National and Regional Political Parties, shall be Allotted by e auction

3) The land for the charitable social institutions and for district level offices of the National and Regional Political Parties, shall be Allotted by the Municipality on the reserve sale price as specified in case of residential plots under *rule 14*.

Provided that where larger public interest of high importance is involved, the Municipality may, with the approval of the State Government, allot land on an amount lesser than the reserve sale price or free of cost, as the case may be:

Provided further that the land Allotted to any institution shall exclusively be used for the purpose for which it has been Allotted, failing which the allotment shall be deemed to have been cancelled for any violation in the land use.

(4) In case of a corner plot, an additional amount to the tune of ten per cent of the reserve sale price /bid amount shall be payable by the Allottee, as the case may be. However, this sub-rule is not applicable in case of property Allotted for institutional purposes and chunk sites.

(5) Each Allottee, shall be liable to pay cancer cess and other cesses, if any, as imposed by State Government from time to time.

16. Mode of payment of sale price.- (1) The sale price shall be payable in **Section 14** the following manner, namely:-

(A) In case of Multi-storeyed houses/Flats (Self Financing Mode).-

(i) Twenty five percent of the sale price of such house, (after adjusting the amount of five percent of reserve price paid as earnest money), shall be payable within a period of forty five days from date of allotment. However, the said amount may be deposited within a period of next thirty days subject to the payment of three percent as penalty of the said amount. If the said amount is not paid within the total period of seventy five days, the allotment shall deemed to be cancelled and the amount already deposited shall stand forfeited; and

- (ii) the remaining amount (seventy five percent) shall be deposited in six equal half yearly installments, with simple interest at the rate of nine and half percent per annum.

(B) In other cases.-

- (i) five percent of sale price:- (a) in the case of e-auction, the price shall be deposited within four working days after the auction, after adjusting the amount already paid as earnest money by the Allottee.
- (b) in the case of allotment by draw of lots or otherwise, shall have to be deposited within a period of fifteen days from the date of draw or otherwise, after adjusting the amount already paid as earnest money.
- (ii) twenty percent alongwith six percent cess shall be deposited within a period of thirty days from the date of allotment in case of properties sold through e-auction, draw of lots or otherwise.

Provided that the said amount may be deposited within a period of next thirty days, however, subject to the payment of three percent of the due amount as penalty.

Provided further that if the said amount is not paid even within the total period of seventy five days, the allotment shall be deemed to be cancelled and the amount already deposited shall stand forfeited.

- (2) Interest rates Applicable on balance payments and Discount on Lump Sum Payments

Sr. No.	Type of Property	
i	Hospital Site/Hotel Site/ Nursing Home Sites/Group Housing Sites/School Sites and other Chunk Sites.	Interest rate applicable on balance payment shall be 9.5% per annum compounded annually. Penal Interest in case of default
ii	Shop Cum Office (SCO)/ Shop Cum Flat (SCF)	shall be fifteen percent per annum compounded annually.
iii	Single Story Shop (SSS)/Booth	Allottee can make lump sum payment of the balance seventy-five percent within 60 days in case of Sr No. (i) & (ii) and 30 days in case of Sr No. (iii) from date of allotment in which

case 5% discount on the balance
Principal amount i.e. 75% shall be
given.

In case of Lump Sum payment
towards total Bid amount is made
beyond this period of 60/30 days then
this discount shall be given on
Principal amount apart from that
included in next instalment.

iv	Residential Plot	<p>Interest rate applicable on balance payment shall be 9.5% per annum compounded annually.</p> <p>Penal Interest in case of default shall be 15% per annum compounded annually.</p> <p>Allottee can make lump sum payment of the balance 75% within 60 days from date of allotment in which case 5% discount on the balance Principal amount i.e. 75% amount shall be given.</p> <p>In case of Lump Sum payment towards total Bid amount is made beyond this period of 60 days then this discount shall be given on Principal amount apart from that include in next instalment.</p>
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- (3) If delay is caused in making the due payment of installments, in addition to the normal rate of interest payable as per the allotment terms and conditions, additional interest at the rate of three percent as penalty shall have to be paid within six months after due date and if the delay is more than 6 months then penalty @ six percent on the amount due is to be levied for the entire period of default.

- (4) Where an Allottee or transferee, as the case may be, fails to make the due payments as per the allotment letter, the Allottee shall be liable to pay penal interest as per Rule 16(3). In case, the Allotted not pay the instalment(s) within twelve months of it's becoming due, the Municipality shall be entitled to resume the property. The Municipality shall resume the property after giving an appropriate opportunity of hearing to the Allottee.
- (5) An Allottee or transferee, as the case may be, may prefer an appeal, against the orders of resumption of the property and forfeiture of his/her amount deposited, to the State Government, within a period of sixty days from the date of such resumption order, and the State Government may pass appropriate orders including restoring the said property, but subject to the payment of penal interest, restoration charges @ 2.5 percent of the current reserve price along with total due amount with the rider that the entire amount so becoming due will be deposited with the Municipality within 30 days of the passing of such order. If the Allottee fails to complete the formalities as enumerated above and make necessary deposits with the Municipality within the stipulated time of 30 days, it will be presumed that the Allottee is not interested in the property and the Municipality will be competent to cancel the allotment. Such property may be sold by the Municipality as per rules.

Section 8 17. Mode of Sale and Increase or Decrease in Size of Allotted Plots.-

- (1) The Trust shall dispose of residential plots, multi-storeyed houses or commercial plots/Multi-storeyed flats (Self financing Scheme)/other properties in a Scheme in the manner shown in Table below:-

TABLE

Sr. No.	Category of plot or House	Manner of Allotment	
		Through E-Auction	Through Draw of lots
1.	Residential Plots	Fifty percent	Fifty Percent (only on first Sale and subsequently by E-Auction)

2.	Multi-storeyed flats (Self financing Scheme)	-----	Hundred Percent
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3.	Commercial Plots	Hundred Percent	-----
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(2) a. In case the area of a plot is found more or less than the size of Allotted plot, due to some technical error in measurements or otherwise, the variation in area upto ten percent can be allowed at the level of the municipality and if variation is more than ten percent, then approval of the Government is to be taken by the municipality.

b. Open areas except green spaces may be Allotted to the person with whose plot such area adjoins, and such area :-

- (i) is lesser than the size of an independent plot, matching the size of the plot or of any other size, so carved out in Scheme in such area.
or
- (ii) it cannot be used as a plot of some other size in such area. or
- (iii) it cannot be used for any other purpose.

the price at which such area is to be Allotted will be determined by the Price and Rent Fixation Committee.

18. Giving of Land on Lease.- (1) Notwithstanding anything contained in **Section 4** these rules, in case of auction/ allotment by way of lease, the lease period shall commence from the date of the execution of the lease deed and shall be for a period of 33 years, renewable 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 during the extended period. after the expiry of the period of 99 years including two renewals mentioned above, the lease may, at the discretion of the Administration, be renewed for such further period and on such terms and condition as the Administration may so decide.

(2) Payment of Annual Lease Rent shall be in addition to the lease premium which shall be fixed by the Government and the lessee shall be liable to pay annual lease rent @ 2,5 percent of the premium for the first 33 years, 3.75 percent of the premium for the next 33 years and 5 percent of the premium for the remaining 33 years period of the lease.

(3) Lease shall be given through e-auction except in case of Government

Institutions of State of Punjab or Government of India.

Section 4 **19. Eligibility of allotment.-**

- (1) A person, whose gross annual income is upto three lakh rupees, shall be eligible for allotment of a residential plot or a multi-storeyed house, as the case may be, under the 'Low Income Group' category.
- (2) A person, whose gross annual income is more three lakh rupees, shall be eligible for allotment of any category of a residential plot or a multi-storeyed house, other than the 'Low Income Group' category.
- (3) No person, shall make an application for allotment of a residential plot or multi-storeyed house, who, either himself or his spouse jointly or severally, owns a residential plot or house (other than an ancestral house), in the Union Territory of Chandigarh or in any Urban Estate declared as such under the Punjab Urban Estates (Development and Regulation) Act, 1964 or in any area covered under any Scheme framed under the said Act or at Panchkula (Haryana) or in any scheme of a Municipality which includes Improvement Trusts also in the State of Punjab or who being owner as such has disposed of a residential plot or multi-storeyed house, before or after the commencement of these rules.

**Section 8
and 9**

20. Manner of allotment.- (1) Every Municipality shall invite applications for allotment of residential plots or multi-storeyed houses/ flats by the dates to be specified in the notice to be published in the newspapers widely circulated in the locality for this purpose.

(2) Every intending purchaser shall make application to the concerned Municipality in Form 'H' by the date specified in the notice along with an affidavit in Form 'I' to the effect that he fulfils the other conditions of eligibility.

(3) In the said rules, no application shall be considered complete for a residential plot, multi-storeyed house or commercial plot, as the case may be, unless it is accompanied by the earnest money in the shape of a bank draft payable in favour of the Municipality or any other authorized electronic mode specified by the municipality, which shall be five percent of the reserve price of a residential plot or multi-storeyed house/flats; and a Shop Cum Office/Shop Cum Flat/Commercial plot.

(4) All valid applications received by the Municipality in response to the notice published under sub-rule (1) shall be entered in a register to be maintained for this purpose and shall be Allotted a serial number.

(5) Immediately on the expiry of the date fixed for receipt of applications the register referred to in sub-rule (4) shall be closed and the Chairman and Executive Officer of the Trust/Mayor and Commissioner of the Municipal Corporation/President and Executive Officer of the Municipal Council/Nagar Panchayat, as a case may be, shall jointly attest the last entry made therein on that day by subscribing the words "Entry closed".

(6) A list of all the persons who have applied in pursuance to the notice published under sub-rule (1) shall be caused to be prepared by the Municipality and pasted outside its office and copy of such list shall also be sent to the Government for information.

21. Manner for draw of lots.- A draw of lots for allotment of plots or multi-storeyed houses/flats, shall be held by the Municipality, on such date, as may be notified by it. **Section 9**

22. Allotment and ancillary matters.- **Section 8**

(1) An applicant entitled to get a residential plot on the basis of a draw of lots/e-auction held shall be issued an allotment letter in Form 'J' (hereinafter referred to as e-auction the allotment letter) and such allotment shall be subject to the conditions specified therein.

An applicant entitled to get commercial property on the basis of e-auction shall be issued an allotment letter in Form 'K' (hereinafter referred to as the allotment letter) and such allotment shall be subject to the conditions specified therein.

An applicant entitled to get a residential multi storeyed house on the basis of a draw of lots/e-auction shall be issued an allotment letter in Form 'L' (hereinafter referred to as the allotment letter) and such allotment shall be subject to the conditions specified therein.

(2) The Allottee shall be required to execute an agreement with the Executive Officer/Commissioner of the Municipality within a period of thirty days from the date of issue of the allotment letter, otherwise penalty at the rate of 0.1% of the total sale price, subject to a minimum of one thousand rupees per month

of delay shall be charged and part of a month shall be counted as complete month.

- (3) (a) The Allottee may get the residential property (un-constructed), Multi-storeyed Flats and commercial property(constructed or un-constructed) transferred in the name of another person(s) before paying all installments/ dues or during pendency of installments as many times as the allottee/ transferee opts by paying requisite transfer fee at the rate of 3 per cent of the allotment price of the property or the reserve price at the time of such transfer, whichever is higher, subject to the condition that such transfer fee shall not be less than the amount shown in the Table given below:-

TABLE

(i) RESIDENTIAL/MULTI-STOREYED FLATS

Area of plot	Minimum transfer fee (in rupees)
Measuring upto 150 square yards	5,000/-
Measuring more than 150 square yards upto 200 square yards	7,500/-
Measuring more than 200 square yards upto 250 square yards	10,000/-
Measuring more than 250 square yards upto 300 square yards	15,000/-
Measuring more than 300 square yards upto 350 square yards	20,000/-
Measuring more than 350 square yards upto 400 square yards	30,000/-
Measuring more than 400 square yards	40,000/-

(ii) COMMERCIAL

Category	Minimum transfer fee (in rupees)
Booth/ Booth sites	40,000/-

Shop-cum-office/ shop-cum-flat or sites or any other such category	1,00,000/-.
--	-------------

The Transfer letter will be issued by the Executive Officer after the receipt of transfer fees.

(b) No such transfer shall be allowed after the conveyance deed has been executed.

(4) The Allottee may get the property transferred in the name of his family members (which means spouse, children and parents) by paying transfer fee as specified in the Table given below:-

TABLE

(i) RESIDENTIAL/MULTI-STOREYED FLATS

S. No.	Area of plot	Minimum transfer fee (in rupees)
1.	Measuring upto 150 square yards	2,000/-
2.	Measuring more than 150 square yards upto 200 square yards	3,000/-
3.	Measuring more than 200 square yards upto 250 square yards	4,000/-
4.	Measuring more than 250 square yards upto 300 square yards	5,000/-
5.	Measuring more than 300 square yards upto 350 square yards	6,000/-
6.	Measuring more than 350 square yards upto 400 square yards	8000/-
7.	Measuring more than 400 square yards	10,000/-

(ii) COMMERCIAL

S.No	Category	Minimum transfer fee in rupees)
1.	Booth or booth sites	10,000/-
2.	Shop-cum-office/ shop-cum-flat or sites or any other such category	30,000/-

(5) (a) The fee for addition /deletion of name of spouse, record entry, agreement, issue of transfer certificate/ no objection certificate, permission to mortgage shall be as given in the Table below:-

TABLE

Type of property	For Addition/ Deletion of name of spouse and for other cases record entry, agreement (in rupees)
Residential Property	5,000/-
Commercial Property	10,000/-

(b) Such certificate (s) may be issued by the Executive Officer of the Municipality after receipt of requisite fee.

(c) No fee is to be charged to correct any clerical error in record, which occurred at the level of the Municipality.

(6) Transfer of property in 'Death case'.- In case of death of original Allottee or a person in whose name the property had been validity transferred, the transfer shall be made on production of following documents, as may be relevant to a particular case:-

- (i) Registered will.
- (ii) Legal Heir certificate.
- (iii) Natural Heir Certificate issued by CRO.
- (iv) Orders of the Court.
- (v) Family settlement forming part of a judgement/decree.

The Municipality will, however, inter alia, give one month notice in at least two leading newspapers before allowing transfer in such cases at the costs of party concerned. The Municipality will also send notices through registered post to all the 1st class natural legal heirs of deceased to check any fraudulent transfer.

(7) Transfer on the basis of Power of Attorney : The Executive Officer/ Commissioner of the Municipality would ensure that person executing the Power of Attorney is alive and present at the time of transfer. In case he/she is unable to come present before the Executive Officer/Commissioner for the reasons beyond his control, he/she will required to furnish Affidavit duly attested

by Magistrate 1st class in support of his Power of Attorney. However, if the Executor of Power of Attorney is staying within reasonable distance from Municipality headquarters the Executive Officer/Commissioner may depute Assistant Trust Engineer/Assistant Corporation Engineer/Assistant Municipal Engineer or Superintendent but not below these ranks to personally contact the said person(s) and to make report in writing. In case where a Power of Attorney has been executed by a person staying abroad, he/she shall furnish his consent, duly notarized and attested by the Indian High Commissioner or Consulate in support thereof.

The Power of Attorney may also be required to furnish an Indemnity bond as a measure of safety check.

(8) Where an Allottee fails to make the due payments as per the allotment letter, the Allottee shall be liable to pay penal interest as per Rule 16(3). In case, the Allottee do not pay the instalment(s) within six months of its having become due, the Municipality shall be entitled to resume the property. The Municipality shall resume the property after giving an appropriate opportunity of hearing to the Allottee.

(9) An Allottee or transferee, as the case may be, may prefer an appeal, against the orders of resumption of the property and forfeiture of his/her amount deposited, to the State Government, within a period of sixty days from the date of such resumption order, and the State Government may pass appropriate orders including restoring the said property, but subject to the payment of penal interest, restoration charges @ 2.5 percent of current reserve price with total due amount, as may be considered appropriate. The amount will be deposited with the Municipality within 30 days of passing such order. If the Allottee fail to complete the formalities within 30 days, as enumerated above and make necessary deposits with the Municipality, it will be presumed that the Allottee is not interested in the property and the Municipality will be competent to cancel the allotment and resume the property.

(10) The conveyance deed shall be executed on payment of entire consideration money along with interest or any other amount due and it has to be executed within three months of clearance of all dues. It will be signed on behalf of the Municipality by the Executive Officer/Commissioner. If the Allottee wants to execute conveyance deed for the purpose to taking loan from bank then he/she

has to submit request from concerned bank and indemnity bond from Allottee regarding raising of construction within one year from executing of conveyance deed.

(11) In case the Municipality fails to handover the possession of property to the buyer /Allottee within the stipulated time mentioned in the allotment letter due to some court case or otherwise, it shall communicate this fact to the buyer /Allottee within a period of ninety days from the date of allotment, enabling him/her to apply for taking back his earnest money or any other amount deposited with the Municipality if he/she so desires within a period of three months from date of such intimation.

(12) The Allottee or the transferee, as the case may be, shall complete the construction, after getting the building plan approved from the competent authority, within a period of three years from the date of possession of the plot, failing which the Municipality may resume the plot. However, the said period may be extended, on year to year basis, subject to a maximum further period of twelve years, on written request and on payment of fee, which shall be percentage of the Reserve sale price under rule 7 of Principal Act [applicable on the first day of such extension] or percentage of allotment price whichever is higher, as the case may be, as specified in the Table given below:-

TABLE

Number of year from which fee is charged	Percentage of reserve price fixed under Section 7 of Principal Act on the first day of such extension, or to be percentage of allotment price, whichever is higher, as the case may be. However, before the coming into force of this Act, the calculation to be made on the reserve price fixed under the previous law.
4th year	Two per cent
5th year	Two per cent
6th year	Two per cent
7th year	Two per cent
8th year	Two per cent
9th year	Three per cent
10th year	Three per cent

11th year	Three and half per cent
12th year	Three and half per cent
13th year	Four per cent
14th year	Four per cent
15th year	Four per cent

Provided that five percent interest on the non construction fee for the elapsed period shall be charged:

Provided further that non construction fee shall be charged at 50% of the above rates if the plot is owned by a woman or a senior citizen of the age of sixty years and above (fifty percent fee shall be charged for the years subsequent to attaining sixty years of age and in case of women from the date of becoming owner). If the property is held jointly by male and female then the reduced non-construction fees shall be charged on the share of women only on pro-rata basis:

Provided further that the fee as specified above shall be charged yearly commencing from 1st day of January to 31st December of the relevant year:

Provided further that if basic amenities in the scheme are provided late to the Allottees then three years period will be given for the construction from the date of providing such amenities with the approval of Government.

(13) In case construction is not carried out on a plot till the end of fifteenth year, the Executive Officer/Commissioner of the Municipality shall ensure that such property is resumed by the Municipality after giving due notice of thirty days.

(14) An appeal against resumption order under sub-rule (13) shall lie with the State Government, which may be made within a period of sixty days from the date of receipt of copy of the order of resumption. In case of acceptance of appeal by the State Government, extension fee at the rate of five per cent per annum and restoration charges @ 2.5 percent of current reserve price shall be chargeable. The fee for the period of extension shall be paid by the Allottee/transferee, as the case may be, within a period of thirty days from the due date and if not paid, penal interest at the rate of 15 per cent on the amount due, be charged for the amount due/delayed payment.

(15) It will be the responsibility of the concerned Superintendent/ Senior

Assistant/clerk to check all the documents required for any particular job and shall put the case forward after completing all the formalities. An accountant/ concerned Assistant/ accounts clerk will be responsible to check all type of calculations in the concerned sale file.

(16) However, the State Government may decrease the rate of extension fee for a particular period or exempt it in exceptional cases, such as:-

- (i) The period during which the serving soldiers and officers of the Armed Forces remain posted at non-family stations, the fee in case of residential plots can be waived-off after due consideration or
- (ii) In case of legal heirs of the deceased
- (iii) In case of widows, unmarried women,
- (iv) In case of next of the kin of Police and Para-military forces killed in action
- (v) In case of Allottees or their spouses suffering from chronic diseases (Cancer, Kidney Failure, Liver Failure, Mentally Challenged beyond fifty percent, invasive surgical intervention of Cardiac cases) due to which they were not able to carry out construction within stipulated period (Certificate given by Civil Surgeon of District in which the Allottee resides shall be considered) or
- (vi) The cases of officers or officials of the State Government and Public Sector Undertakings of the State Government who were required to serve outside the State of Punjab in accordance with their service conditions or under conditions due which Allottee could not complete the construction in time, shall be considered for waiving off of extension fee only for Residential plots

Provided that no such fee shall be charged if the allotment is made to any department or Public Sector Undertaking of the State/Central Govt. and any outstanding amount on the date of publication of these rules in this case and in case of widows/ cancer patients is deemed to be waived off and not to be recovered.

Explanations:-

For the purposes of these rules:-

- (i) constructions of one habitable room, kitchen, bath room and water-

- closet along with taking of permanent connection of water and sewerage supply and electricity, in case of residential buildings; and
- (ii) raising of twenty-five percent construction of the maximum permissible coverage area, in case of commercial or any other type of building, shall be deemed to be a complete building.

Terms and Conditions relating to the Sale of Municipal Properties

1. All the properties will be sold through e-auction/draw of lots.
2. The bid is subject to reserve price by the Municipality and no bid below the reserve price will be accepted.
3. Each bidder will have to deposit Earnest money for every property for which he/she wants to bid in the e-auction before start of bidding. Earnest money is mentioned against each property.
4. The bidder will have to pay processing fee through e-payment.
5. The bidding is non-transferable.
6. The Chairman, Improvement Trust/Commissioner Municipal Corporation/President Municipal Council/Nagar Panchayat reserves the rights to accept, reject or cancel any one or all the bids without assigning any reason.
7. The allotment will be made on the basis of highest bid quoted by the bidders. The bidders quoting highest amount of bid will be declared successful, subject to the fulfilling of all other conditions of notice of e-auction. Minimum three bids from different bidders is a pre requisite for acceptance of such bids.
8. The Earnest money of unsuccessful bidders shall be automatically refunded through online mode only.
9. The Earnest money of successful bidders shall be adjusted towards the sale money.
10. The Allotment is done under the Transfer and Management of Municipal Properties Act 2020, the rules made thereunder and as per instructions issued by government time to time.
11. The properties are sold 'as it is where it is' basis.
12. The 6% cess (4% general cess+ 2% cancer cess) will be received along with 10% amount of total sale price immediately after the auction, after adjusting the amount already paid as earnest money.

13. In case of Multi-storeyed houses/Flats (Self Financing Mode),-

- (i) Twenty five percent of the sale price of such house, (after adjusting the amount of five percent of reserve price paid as earnest money), shall be payable within a period of forty five days from date of allotment. However, the said amount may be deposited within a period of next thirty days subject to the payment of three percent as penalty of the said amount. If the said amount is not paid within the total period of seventy five days, the allotment shall deemed to be cancelled and the amount already deposited shall stand forfeited; and
- (ii) the remaining amount (seventy five percent) shall be deposited in six equal half yearly installments, with simple interest at the rate of nine and half percent per annum.

(B) In other cases.-

- (i) five percent of sale price:-
 - (a) in the case of e-auction, shall be deposited within 4 working days after the auction, after adjusting the amount already paid as earnest money by the Allottee.
 - (b) in the case of allotment by draw of lots or otherwise, shall have to be deposited within a period of fifteen days from the date of draw or otherwise, after adjusting the amount already paid as earnest money.
- (ii) twenty percent alongwith six percent cess shall be deposited within a period of thirty days from the date of allotment in case of properties sold through e-auction, draw of lots or otherwise.

Provided that the said amount may be deposited within a period of next thirty days, however, subject to the payment of three percent of the due amount as penalty.

Provided further that if the said amount is not paid even within the total period of seventy five days, the allotment shall be deemed to be cancelled and the amount already deposited shall stand forfeited.

- (iii) the remaining amount (seventy five percent) shall be deposited in four equal yearly installments, with simple interest at the rate of nine and half percent per annum.

- (2) Five percent rebate shall be given on the total sale price, if entire payment is made in lump sum, by an Allottee, within a period of thirty days from the date of issue of allotment letter.
- (3) If delay is caused in making the due payment of installments, in addition to the normal rate of interest payable as per the allotment terms and conditions, additional interest at the rate of three percent as penalty shall have to be paid within six months after due date and if the delay is more than 6 months then penalty @ six percent on the amount due is to be levied for the entire period of default.
- (4) Where an Allottee or transferee, as the case may be, fails to make the due payments as per the allotment letter, the Allottee shall be liable to pay penal interest as per *Rule 16(3)*. In case, the Allottee does not pay the instalment(s) within twelve months of its becoming due, the Municipality shall be entitled to resume the property. The Municipality shall resume the property after giving an appropriate opportunity of hearing to the Allottee.
- (5) An Allottee or transferee, as the case may be, may prefer an appeal, against the orders of resumption of the property and forfeiture of his/her amount deposited, to the State Government, within a period of sixty days from the date of such resumption order, and the State Government may pass appropriate orders including restoring the said property, but subject to the payment of penal interest, restoration charges @ @ 2.5 percent of the current reserve price along with total due amount with the rider that the entire amount so becoming due will be deposited with the Municipality within 30 days of the passing of such order. If the Allottee fails to complete the formalities as enumerated above and make necessary deposits with the Municipality within the stipulated time of 30 days, it will be presumed that the Allottee is not interested in the property and the Municipality will be competent to cancel the allotment. Such property may be sold by the Municipality as per rules.
14. The Allottee shall be required to execute agreement within a period of thirty days from the date of issue of the allotment letter with the Executive Officer/Commissioner of the Municipality, otherwise penalty at the rate of 0.1% of the total sale price, subject to a minimum of one thousand

- rupees, shall be chargeable for the period of delay of a month or part thereof.
15. Five percent rebate shall be given on the total sale price, if entire payment is made in lump sum, by an Allottee, within a period of thirty days from the date of e-auction or allotment, as the case may be.
 16. The allotment letters will be issued to successful bidders after the confirmation of auction by the Municipality and approval of the government.
 17. The Allottee or the transferee, as the case may be, shall complete the construction, after getting the building plan approved from competent authority within a period of 3 years from the date of possession of the plot.
 18. The Non-construction fees will be charged from the Allottee as per the rules/instructions issued by the government from time to time.
 19. The cost and expenses of preparing, execution, stamping and registering the sale deed, agreement for sale shall be paid by the Allottee.
 20. The successful bidder will pay all the taxes, cess etc. applicable from time to time to the Municipality.
 21. The successful bidder will pay 10% extra amount of total bid amount for corner property.
 22. The corridor will be used for public. The encroachment will not be allowed in public corridor.
 23. The Allottee shall be liable to pay enhancement in compensation as per the orders of the court in case of property is Allotted through a draw of lots.

Chapter-VII (Miscellaneous)

- Section 19** **23. Power to relax.-** Where the Government is of opinion that it is necessary or expedient so to do, whether of its own motion or on being moved an application by a Municipality, it may, by order for reasons to be recorded, in writing, relax any of the provisions provided in these rules.

Form-A

(See Rule 5 (1))

Property Register

S.	Location of the property i.e. Details and Address of property	Measurement in Sq. yards/Sq. meters with information whether constructed or vacant.	Details of possession i.e. self or tenant/ Occupant, if in possession	Nature of the possession i.e. authorized, unauthorized or illegal	Type of the Property- Complete description of the property i.e. Nature of the construction. Whether residential/ commercial/ institutional	Details of No. possession i.e. time period of tenancy/ occupancy.
1	2	3	4	5	6	7

Note:- This form relates to the properties owned by the Municipalities.

Form-B

(see Rule 5(4))

Notice

To

Subject:- Notice Under Rule 5(4) of the The Punjab Management and Transfer of Municipal Properties Rules, 2021 for physical verification of the property i.e.

As the above mentioned property is Municipal Property and the same is required to be entered into or for updating the Property Register being maintained by the (Name of the Municipality) for the purpose. So, you are requested to facilitate the physical verification of the details of the property in Form-A of the Punjab Management and Transfer of Municipal Properties Rules, 2021 by the officers/officials of the Municipality as required under the provisions of the Punjab Management and Transfer of Municipal Properties Act, 2020.

Dated

Authorized Officer/Executive Officer/Commissioner

(as the case may be)

Form-C

(Rule 6(1))

(Conditions of Lease or rent)

The municipal properties are being leased out/rented out by way of e-auction as per Section 4 of the principal Act.

- II. The rent/lease premium determined by the Price and Rent Fixation Committee on approval of the Government shall be the reserve rent/premium. The property is to be leased/rented out through e-auction only.
- III. The interested person/company/firm shall provide details of its identity with documentary proof to the municipality in form as prescribed by the municipality.
- IV. The interested person shall pay all the dues/taxes before the transfer of the property and shall obtain No Due Certificate which shall be attached with the application.
- V. For the leased/rented out property, all the expenses for registration of property/agreement / lease deed etc. apparent or hidden shall be borne by the lessee/tenant.
- VI. The lessee/tenant shall take all licenses for starting of the business as required by different laws and instructions of the different departments of Government of Punjab and Government of India as the case be.
- VII. Tenant/lessee shall deposit an amount of equal to 3 year rent of the property within 7 days as security.
- VIII. The lease/tenancy shall be for one year, which shall be renewable.
- IX. The lessee/tenant shall deposit rent/lease amount before the 7th date of each month. Lease/rent amount shall be increased by five percent each year, and any delay in payment of the amount shall be recovered with 12 percent interest.
- X. In case of non-deposit of amount for three months, it shall be deemed cancellation of the agreement. The amount shall be

recovered with 18 percent simple interest. The municipality shall file case for vacation of the property before the tribunal constituted under Section 17 of the Act.

- XI. The lessee/tenant shall use the property only for the purpose for which it was leased at the time of agreement and shall not sub-let the same. If there is any violation of any law in force, municipality may cancel the lease/tenancy by terming the same as violation of the agreement.
- XII. The Roof of the property shall be the property of the Municipality and the same may not be used by the lessee/tenant except if so provided.
- XIII. The transferee shall abide by all the laws relating to the municipality and other laws applicable in regard to the transfer in question and any provision not mentioned here shall ipso facto be applicable to the facts of each case.
- XIV. The municipality can ratify any mistake at any time without any notice and the purchaser shall be bound by the same.
- XV. In case the decision to lease/rent out the property is set aside by the Municipality or by the Government or by any court of law on the basis of any shortcoming or lapse in following the legal procedure, the transferee shall be bound by the decision and the municipality shall return the amount alongwith simple bank interest.
- XVI. The municipality reserves the right to cancel the E-auction at any time without any notice.

(The Terms and Conditions are guiding in nature and additional terms and conditions according to facts and circumstances of the case may be imposed by the competent authority)

Form-D

(see Rule 7)

(Conditions for transfer of the property to the tenant or occupant)

- I. This property is the part of the list of leased /rented /vacant Properties of the Municipality prepared under Section 12 of the Punjab Management and Transfer of Municipal Properties Act, 2020 and shall be sold on as is where is basis. As per survey conducted by the municipality Map of the property, name of tenant/lease holder, present possession, measurement of the property as per Municipality Record, size of walls, nature of construction, nature of roof and floor, size of shutters, period of construction etc. is entered in the property register.
- II. The price determined by the Price and Rent Fixation Committee shall be the Reserve Price.
- III. The tenant/occupant i.e. transferee should be in continuous possession of the municipal property for twelve years on 01 April, 2020.
- IV. That the transferee shall give consent within 15 days of issuance of notice of sale of the property. In case consent is not given or property is not vacated the municipality may file case before the Tribunal under Section 17 of the Act.
- V. The transferee shall deposit 50 percent of the value of the property within 7 days and balance 50 percent shall be deposited within two months.
- VI. The tenant or an occupant i.e. transferee should not be/ have been an employee of the Municipality or Department of Local Government or an elected member of the Municipality or Member of Parliament or a Member of the Punjab Legislative Assembly or their relatives.
- VII. The tenant or an occupant i.e. transferee shall not sell or lease or mortgage with possession or otherwise alienate in any manner this property wholly or partially for a period of twenty years from the date of transfer, other than by way of inheritance or by way of pledging or mortgaging in favour of the State Government or Semi-Government Organizations or Banks for securing loan for effecting improvements on the said property.
- VIII. The tenant or an occupant i.e. transferee shall pay arrears of lease/rent

or any other tax if any, due to the municipality along with price of the property before the proprietary rights are vested in him and these dues should be cleared within seven days of issuance of letter of intent.

- IX. The transferee should have electricity meter connection or water supply connection or ration card or Voter Identity Card or Adhaar Card or Driving License or Bank Passbook or Vehicle Registration Certificate or VAT or GST or Sale Tax Registration Certificate or any other Government issued document showing that the municipal property sought to be vested was in his continuous possession for the last twelve years on 01 April, 2020.
- X. The transferee shall abide by all the laws relating to the municipality and other laws applicable in regard to the transfer in question.
- XI. In case the decision to sell the property is set aside by the Municipality or by the Government or by any court of law on the basis of any shortcoming or lapse in following the legal procedure, the transferee shall be bound by the decision and the municipality shall return the amount alongwith simple bank interest.
- XII. The transferee shall be liable to deposit property tax on expiry of two months from the date of issue of Letter of Intent.
- XIII. The earnest money shall be 10 percent of the reserve price of the property.
- XIV. The property shall be measured at the site and the transferee shall be bound to make payment of the value of the property as per actual measurement.
- XV. The transferee shall bear all the expenses incurred for transfer of the municipal property in his name and the same shall be deposited in time.
- XVI. The transferee shall give an affidavit duly attested by the Executive Magistrate that he shall abide by the all conditions mentioned in the letter of intent and other requirements of this Act and rules made there under.

(The Terms and Conditions are guiding in nature and additional terms and conditions according to facts and circumstances of the case may be imposed by the competent authority)

Form-E

(see Rule 8)

Consent by tenant or occupant for transfer

To

Subject:- Consent Letter (description of Property) to (name of tenant/
occupant)

Reference:- To your request letter no. -----dated-----for transfer
of (description of property).

I, _____ s/o/D/o/W/o _____ Resident
of _____, I have read the provisions of the THE PUNJAB
MANAGEMENT AND TRANSFER OF MUNICIPAL PROPERTIES ACT,
2020 AND RULES THEREOF that the property in question can be transferred
under the provisions of this Act and rules made there under and that I give my
consent as required under Section 14(3) of the Act for transfer of property in
my favour.

Details of Tenant/occupant

Form-F

(see Rule-10)

Letter of Intent

OFFICE OF _____

To

Memo No. -----Dated-----Place-----

Subject:- The Letter of Intent to transfer (description of Property) to
(name of tenant/occupant)

Reference:- Your request letter no. -----dated-----for transfer of
(description of property).

1. Plot/House/Shop etc (Description of Property) measuring_Square Yards/Square Meter is to be transferred in your name.
2. That total sale price of the _____(Description of property) is Rupree _____(in words also), Fifty percent of the price i.e. amounting Rs. _____(in words also) should be deposited in the account of the municipality (details of municipality) within one week from the date of issue of letter of decision of transfer by the municipality i.e. Date of issuance of this LoI.
3. The Balance amount should be deposited within two months of date of issuance of this LoI. In case transferee choose to pay the whole amount in lump sum within one week from the date of issuance of this letter of decision of transfer, he shall be entitled to a rebate of five percent on the whole amount.
4. If the due price is not paid by due dates, interest at the rate of

twelve percent per annum shall be charged on the due price for the period of delay, not exceeding ninety days. Thereafter, the municipality shall proceed with the eviction of the property. However, the interest shall continue to be levied till the date actual possession is taken by the Municipality.

5. Where a tenant or an occupant refuses to accept the transfer or fails to pay the price, he/she shall be liable to vacate such municipal property within three months of such refusal or failure and in case transferee fails to vacate the property, the Municipality shall proceed to get the property vacated by making a reference to the Tribunal constituted under this Act.
6. The transferee shall be eligible to get the property registered in his name on full payment of price and arrears if any.
7. Where a tenant or an occupant of a municipal property, given to him for a specific purpose, uses the same for a purpose other than that for which it was given, he shall be liable to vacate the property immediately and deed of transfer of such property shall be deemed to have been cancelled.
8. The property vested in a tenant or an occupant shall not be sold or leased or mortgaged with possession or otherwise alienated in any manner wholly or partially for a period of twenty years from the date of final transfer, other than by way of inheritance or by way of pledging or mortgaging such a property in favour of the State Government or Semi-Government Organizations or Banks for securing loan for effecting improvements on the said property.
9. The transferee shall be liable to pay arrear of lease rent, if any, due to the municipality along with due price before the proprietary rights are vested in him.
10. The transferee is in twelve years continuous possession of the municipal property from 01, April, 2020.
11. The tenant or an occupant i.e. transferee should not be/ have been an employee of the Municipality or Department of Local Government or an elected member of the Municipality or Member

- of Parliament or a Member of the Punjab Legislative Assembly or their relative.
12. The transferee should have electricity meter connection or water supply connection or ration card or any other Government issued document showing that the municipal property sought to be vested was in his continuous possession for the last twelve years on 01 April, 2020.
 13. The transferee shall abide by all the laws relating to the municipality and other laws applicable in regard to the transfer in question.
 14. The transferee shall give specific affidavit duly attested by the Executive Magistrate in regard to the conditions of the letter of intent. The Letter of Intent (LOI) or transfer of property is liable to be cancelled if any of the declaration made in the application/affidavit for the allotment of property is established to be incorrect.
 15. The transfer is subject to the provisions of the THE PUNJAB MANAGEMENT AND TRANSFER OF MUNICIPAL PROPERTIES ACT, 2020, as amended time to time, and you shall abide by the provisions of the same.
 16. The municipality reserve its right to cancel the transfer or withdraw the Letter of Intent immediately, if any of the terms and conditions of this letter, agreement or sale deed or any provisions of the The Punjab Management and Transfer of Municipal Properties Act, 2020 or any other law, rule or regulation concerning the property come into light being violated or not complied with.

Form G
(see rule 13)

Form of application for allotment of a residential plot to a local displaced

To

The Chairman/Commissioner

Municipality

.....

Subject: Allotment of a residential plot as Local Displaced person.

Sir,

I.....Son/daughter/wife of address.....

.....am a Local Displaced Person as defined in the The Punjab Management and Transfer of Municipal Properties Rules, 2021.

1. My land measuring.....bearing Khasra/Municipal No. (S).....has been acquired by the Municipality.....forScheme and as per

(Name of the Scheme)

Sub-rule - of rule 13 of the Rules *ibid*, I am entitled to the allotment of a residential plot measuringSquare yards at reserve sale price.

2. I or my spouse do not own any plot or residential house in the Union Territory of Chandigarh or in any Urban Estate or in any scheme of the Municipality in the State of Punjab or at Panchkula in the State of Haryana. An affidavit to this effect in Form J is enclosed.

3. I, there for, request that a plot measuringSquare yards in your scheme known asmay be Allotted to me.

4. I have read and understood the terms and condition on which the plot is to be Allotted to me and I agree to abide by them.

Your faithfully,

.....

Date

Signatures of the applicant.....

General Category.....

Reserve

Form H
(see rule 20)

**(Form of application for allotment of a residential plot/house in a
scheme of the Municipality)**

To
The Chairman/Commissioner
Municipality
.....

Subject: Allotment of plot/house in a scheme of the Municipality.

Sir,

Reference your advertisement in daily/weekly.....for allotment of residential plots/built up houses by draw of lots.

1. I.....Son/daughter/wife of
address.....apply for a residential plot measuringsquare
yard/house of the category of in the Scheme known as
2. I belong to general category/reserve category as prescribed in rule 4 of
the Punjab Town Improvement (Utilization of Land and Allotment of
Plots) Rules, 1983.viz, I amA certificate to this effect
is attached.
3. My income from all sources is Rs.....per annum/per month.
4. I or my spouse do not own any residential plot or house in the Union
Territory of Chandigarh or in any Urban Estate or in any scheme of the
Municipality in Punjab or in Panchkula in the State of Haryana.
An affidavit to this effect in Form 'C' is enclosed.
5. Bank Draft.....for Rs.....by way
of earnest money is enclosed.
6. I have read and understood the terms and conditions on which the plot/
house is to be Allotted to me and I agree to abide by them.

Your faithfully,

Signatures of the applicant.....

Form I

(see rule 20)

(Form of affidavit for Local Displaced Person or intending purchaser of a residential plot/multi-storeyed house in a scheme of the Municipality)

Affidavit

I,.....Son/daughter/wife of.....
.....aged.....years, resident ofdo hereby solemnly affirm and declare that I am not depended on any person and that I or my spouse jointly or severally do not own any residential plot/house except ancestral house, in the Union Territory of Chandigarh or in any Urban Estate or in any scheme of the Municipality Punjab or Panchkula in the State of Haryana or being owner as such have disposed of the residential plot or house.

2. I further do solemnly affirm and declare that my income and that of my spouse from all sources is sources is Rs.....per annum/per month.

Deponent

Verification

I do hereby further solemnly affirm and declare that the particulars given above are correct to the best of my knowledge and nothing has been concealed therein.

"FORM J

(see rule 22)

(Form of Allotment Order)

OFFICE OF MUNICIPALITY _____

Registered AD

To

Memo No. _____

Dated _____

Subject: Allotment of plot/house no. _____ in Scheme _____

Reference your application dated for the allotment of a plot/house.

It is hereby informed to you that the Municipality has conducted a draw of lots on dated _____ and you remained successful in this draw. The Municipality has passed resolution no _____ meeting dated _____ to confirm the draw, which is approved by the government vide memo no. _____ dated _____. You are hereby Allotted a plot on following terms and conditions:

- (1) Plot No. _____ measuring _____ square yards/house No. _____ of the category of _____ has been Allotted to you in _____ scheme.
- (2) The total sale price of the plot/house is Rs. _____ which shall be deposited in the account of the Municipality, as specified in the schedule and rules including cancer cess and general cess.
- (3) If you deposit full amount within 30 days of issue of allotment letter, then 5% rebate will be given to you on total sale price.
- (4) You have to execute sale agreement with the Municipality within 30 days

from the issue of allotment letter, otherwise you have to pay fine as per the rates fixed by the government. The possession of the plot will be given to you after the sale agreement is executed.

- (5) The above price is subject to variation with reference to the actual measurement of the plot at site or enhancement of compensation by the Court, which shall be payable as additional price within a period of thirty days of the date of demand.
- (6) In case of Multi-storeyed houses/Flats (Self Financing Mode),-
- (i) Twenty five percent of the sale price of such house, (after adjusting the amount of five percent of reserve price paid as earnest money), shall be payable within a period of forty five days from date of allotment. However, the said amount may be deposited within a period of next thirty days subject to the payment of three percent as penalty of the said amount. If the said amount is not paid within the total period of seventy five days, the allotment shall deemed to be cancelled and the amount already deposited shall stand forfeited; and
- (ii) the remaining amount (seventy five percent) shall be deposited in six equal half yearly installments, with simple interest at the rate of nine and half percent per annum.
- (B) In other cases:-
- (i) five percent of sale price:-
- (a) in the case of e-auction, shall be deposited within 4 working days after the auction, after adjusting the amount already paid as earnest money by the Allottee.
- (b) in the case of allotment by draw of lots or otherwise, shall have to be deposited within a period of fifteen days from the date of draw or otherwise, after adjusting the amount already paid as earnest money.
- (ii) twenty percent alongwith six percent cess shall be deposited within a period of thirty days from the date of allotment in case of properties sold through e-auction, draw of lots or otherwise.

Provided that the said amount may be deposited within a period of next thirty days, however, subject to the payment of three percent of the due

amount as penalty.

Provided further that if the said amount is not paid even within the total period of seventy five days, the allotment shall be deemed to be cancelled and the amount already deposited shall stand forfeited.

- (iii) the remaining amount (seventy five percent) shall be deposited in four equal yearly installments, with simple interest at the rate of nine and half percent per annum.
- (2) Five percent rebate shall be given on the total sale price, if entire payment is made in lump sum, by an Allottee, within a period of thirty days from the date of issue of allotment letter.
- (3) If delay is caused in making the due payment of installments, in addition to the normal rate of interest payable as per the allotment terms and conditions, additional interest at the rate of three percent as penalty shall have to be paid within six months after due date and if the delay is more than 6 months then penalty @ six percent on the amount due is to be levied for the entire period of default.
- (4) Where an Allottee or transferee, as the case may be, fails to make the due payments as per the allotment letter, the Allottee shall be liable to pay penal interest as per *Rule 16(3)*. In case, the Allottee do not pay the instalment(s) within twelve months of it's becoming due, the Municipality shall be entitled to resume the property. The Municipality shall resume the property after giving an appropriate opportunity of hearing to the Allottee.
- (5) An Allottee or transferee, as the case may be, may prefer an appeal, against the orders of resumption of the property and forfeiture of his/her amount deposited, to the State Government, within a period of sixty days from the date of such resumption order, and the State Government may pass appropriate orders including restoring the said property, but subject to the payment of penal interest, restoration charges @ 2.5 percent of the current reserve price along with total due amount with the rider that the entire amount so becoming due will be deposited with the Municipality within 30 days of the passing of such order. If the Allottee fails to complete the formalities as enumerated above and make necessary deposits with

the Municipality within the stipulated time of 30 days, it will be presumed that the Allottee is not interested in the property and the Municipality will be competent to cancel the allotment. Such property may be sold by the Municipality as per rules.

- (7) It shall be the responsibility of the Allottee to deposit necessary installments of the plot/house, as indicated in the Schedule with the Municipality on due dates. The Municipality shall not be bound to issue any notice in this behalf.
- (8) You shall have to complete the building on the plot Allotted to you within a period of three years from the date of taking possession of the plot or within a period of two years from the date of providing the basic civic amenities in the area, where the plot is situated, after taking prior approval of the Municipality.

If the construction is not made within the aforesaid stipulated period, this period may be got extended, on year to year basis, upto a maximum period of twelve years, if the Allottee deposits non-construction fee with the Municipality which is determined as per the rates fixed by the government time to time.

- (9) In case the construction is not made even within the enhanced period of twelve years, the Municipality would be competent to resume the plot.
- (10) The allotment of the plot/house is liable to be cancelled if any of the declaration made in the application/affidavit for the allotment of plot/house is established to be incorrect.
- (11) 10% extra of total sale price will be charged in case of corner plot.
- (12) You shall have to pay separately for any building material, trees, structures and compound wall, existing in the plot at the time of allotment of which compensation has been assessed and paid by the Municipality in case you want to make use of the same, failing which the Municipality shall have the right to remove or dispose of the same even after the delivery of possession.
- (13) The Municipality shall not be responsible for leveling uneven sites.
- (14) The plot is Allotted to you 'as it is where it is' basis.

- (15) The allotment is subject to the provisions of the The Punjab Management and Transfer of Municipal Properties Act, 2020 and The Punjab Management and Transfer of Municipal Properties Rules, 2021 as amended from time to time, and you shall have to abide by the provisions of the same.

SCHEDULE

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Executive Officer/Commissioner,
Municipality _____

FORM-K
(see rule 22)
(Form of Allotment Order)

OFFICE OF MUNICIPALITY _____

Registered AD

To

Memo No. _____ Dated _____

Subject: Allotment of SCO/SCF/Shop/Booth No. _____ in
Scheme _____

Reference your application/e-auction dated for the
allotment of SCO/SCF/Shop/Booth.

It is hereby informed to you that the Municipality has conducted
e-auction on dated _____ and you remained successful in this
e-auction. The Municipality has passed resolution no _____ meeting
dated _____ to confirm the e-auction, which is approved by the
government vide memo no. _____ dated _____. You are
hereby Allotted a SCO/SCF/Shop/Booth on following terms and conditions:

- (1) The SCO/SCF/Shop/Booth No. _____ Scheme
_____ measuring _____ square yards has been
Allotted to you.
- (2) The total sale price of the SCO/SCF/Shop/Booth is Rs. _____ which
shall be deposited in the account of the Municipality, as specified in the
schedule and rules including cancer cess and general cess.
- (3) If you deposit full amount within 30 days of issue of allotment letter, then
5% rebate will be given to you on total sale price.

- (4) You have to execute sale agreement with the Municipality within 30 days from the issue of allotment letter, otherwise you have to pay fine as per the rates fixed by the government. The possession of the plot will be given to you after the sale agreement is executed.
- (5) The above price is subject to variation with reference to the actual measurement of the property at site or enhancement of compensation by the Court, which shall be payable as additional price within a period of thirty days of the date of demand.
- (6) If delay is caused in making the due payment of installments, in addition to the normal rate of interest payable as per the allotment terms and conditions, additional interest at the rate of three percent as penalty shall have to be paid within six months after due date and if the delay is more than 6 months then penalty @ six percent on the amount due is to be levied for the entire period of default. Where an Allottee or transferee, as the case may be, fails to make the due payments as per the allotment letter, the Allottee shall be liable to pay penal interest as per *Rule 16(3)*. In case, the Allottee do not pay the instalment(s) within twelve months of it's becoming due, the Municipality shall be entitled to resume the property. The Municipality shall resume the property after giving an appropriate opportunity of hearing to the Allottee.
- (7) It shall be the responsibility of the Allottee to deposit necessary installments of the plot/ house, as indicated in the Schedule with the Municipality on due dates. The Municipality shall not be bound to issue any notice in this behalf.
- (8) You shall have to complete the building on the plot Allotted to you within a period of three years from the date of taking possession of the plot or within a period of two years from the date of providing the basic civic amenities in the area, where the plot is situated, after taking prior approval of the Municipality. If the construction is not made within the aforesaid stipulated period, this period may be got extended, on year to year basis, upto a maximum period of twelve years, if the Allottee deposits non-construction fee with the Municipality which is determined as per the rates fixed by the government time to time.
- (9) In case the construction is not made even within the enhanced period of

- twelve years, the Municipality would be competent to resume the plot.
- (10) The allotment of the plot/house is liable to be cancelled if any of the declaration made in the application/affidavit for the allotment of plot/house is established to be incorrect.
 - (11) 10% extra of total sale price will be charged in case of corner plot.
 - (12) You shall have to pay separately for any building material, trees, structures and compound wall, existing in the property at the time of allotment of which compensation has been assessed and paid by the Municipality in case you want to make use of the same, failing which the Municipality shall have the right to remove or dispose of the same even after the delivery of possession.
 - (13) The Municipality shall not be responsible for leveling uneven sites.
 - (14) The plot is Allotted to you 'as it is where it is' basis.
 - (15) The allotment is subject to the provisions of the The Punjab Management and Transfer of Municipal Properties Act, 2020 and The Punjab Management and Transfer of Municipal Properties Rules, 2021, as amended from time to time, and you shall have to abide by the provisions of the same.

SCHEDULE

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.....

Executive Officer/Commissioner,
Municipality _____

FORM-L
(see rule 22)
(Form of Allotment Order)

OFFICE OF MUNICIPALITY _____

Registered AD

To

Memo No. _____ Dated _____

Subject: Allotment of Flat No.----- in Scheme _____
Reference your application/E-auction dated for the
allotment of a Flat.

It is hereby informed to you that the Municipality has conducted draw of lots/e-auction on dated _____ and you remained successful in this draw of lots/e-auction. The Municipality has passed resolution no _____ meeting dated _____ to confirm the e-auction, which is approved by the government vide memo no. _____ dated _____. You are hereby Allotted a flat on following terms and conditions:

- (1) Flat No. _____ measuring _____ square yards of the category of _____ has been Allotted to you in _____ scheme.
- (2) The total sale price of the Flat is Rs. _____ which shall be deposited in the account of the Municipality, as specified in the schedule and rules including cancels cess and general cess.

- (3) If you deposit full amount within 30 days of issue of allotment letter, then 5% rebate will be given to you on total sale price.
- (4) You have to execute sale agreement with the Municipality within 30 days from the issue of allotment letter, otherwise you have to pay fine as per the rates fixed by the government. The possession of the flat will be given to you after the sale agreement is executed.
- (5) The above price is subject to variation with reference to the actual construction cost of the property at site or enhancement of compensation by the Court, which shall be payable as additional price within a period of thirty days of the date of demand.
- (6) In case of failure to deposit the sale price as specified in the rules, you shall be liable to pay penal interest at the rate of one percent, two percent, three percent, four percent, five percent, six percent on the amount due if the installments is deposited one month, two months, three months, four months, five months, six months late respectively. In case, the payments are not made within a period of six months of having become due, the flat as the case may be, may be resumed, which shall be restored to you on payment of upto-date installments, penal interest and 20 percent as penalty of amount due.
- (7) It shall be the responsibility of the Allottee to deposit necessary installments of the flat, as indicated in the Schedule with the Municipality on due dates. The Municipality shall not be bound to issue any notice in this behalf
- (8) The allotment of the Flat is liable to be cancelled if any of the declaration made in the application/affidavit for the allotment of plot/house is established to be incorrect.
- (7) You shall have to pay separately for any building material, trees, structures and compound wall, existing in the property at the time of allotment of which compensation has been assessed and paid by the Municipality in case you want to make use of the same, failing which the Municipality shall have the right to remove or dispose of the same even after the delivery of possession.
- (8) 10% extra of total sale price will be charged in case of corner flat.

- (9) The flat is Allotted to you 'as it is where it is' basis.
- (10) The Municipality shall not be responsible for leveling uneven sites.
- (11) The allotment is subject to the provisions of the The Punjab Management and Transfer of Municipal Properties Act, 2020 and The Punjab Management and Transfer of Municipal Properties Rules, 2021, as amended from time to time, and you shall have to abide by the provisions of the same.

SCHEDULE

.....

Executive Officer/Commissioner,
Municipality _____

_____ MUNICIPALITY _____

AGREEMENT FOR SALE

Memorandum agreement made _____ day of _____ Two thousand _____ between the Municipality, a body incorporated under _____ Act hereinafter called "Municipality Name" (which expression, shall unless the context requires another and different meaning, include its successors and assignee) of the one part, and _____ S/o, D/ o, W/o _____ here/in after called the intended vendee/allottee which expression shall where the context so admits be taken to mean and to include the intended vendee/allottee, his executors, administrators, representative & duly permitted assignee of the other part.

WHEREAS the intended vendee/allottee has applied to purchase site/ commercial site/constructed site for the sum of Rs. _____ at Rs. _____ Per square yard fully described in the first schedule hereunder and owned by the Municipality and the Municipality has agreed to sell the said land/flat/commercial site to the intended vendee/allottee upon the terms and conditions hereinafter set.

ANDWHEREAS the intended vendee/allottee having deposited with Municipality the sum of Rs. _____ being the 25% of the total sale price including Earnest money. If any of the said sum of Rs. _____ agreed to be paid by the said intended vendee/allottee to the Municipality by way of sale price for said land.

NOW those presents witness that the Municipality hereby convenient and agree with the intended vendee/allottee and the intended vendee/allottee both here by convenient and agree with the Municipality in the manner following, that is to say:

1. MODE OF PAYMENT:

The intended vendee shall pay the sum of Rs. _____ being the balance the sum of _____ agreed to be paid by him to him to the Municipality by the way of sale price of the said land, by installments as per schedule of payment supplied to the interest on due dates mentioned therein. If the default continues for a period mentioned by government, the Municipality shall resume the plot/site and forfeit the amount of sale money or security paid by the purchaser.

2. ERECTION OF BULIDING & TIME LIMIT

During the ensuring 36 calendar months to be reckoned from the _____ day of _____ the intended vendee shall be and will at his own expense erect upon the land in a sub-spatial and to work-man like manner a building in accordance with plan sections, frontage, elevation and designs which shall have been previously approved by the Municipality in writing or by any authority empowered by the Municipality in this behalf. After expiry of 36 calendar months, extension for construction may be granted on payment of extension fees/non-construction fees fixed by Government from time to time.

3. SPECIFICATIONS

For this purpose, the intended vendee shall submit to Municipality in duplicate such plans, sections, elevations and designs as may from time to time be prescribed by the Municipality and shall not start construction of the said building unless and until sanction to the aforesaid plans, sections and elevations

and designs has been communicated in writing to the intended vendee by the Municipality.

The said plans, sections, elevations and designs shall follow the detailed instructions in schedule of this agreement in respect of all matters there in provided for after the approval the said plans by the Municipality, the intended vendee shall not make any alteration in or additions to the building either externally or internally without prior sanction of the Municipality in writing.

4. NUMBER OF BUILDINGS

The intended vendee shall not erect, more than one building upon the said land subject always to his being permitted to erect such out-houses and servant's quarters may be approved by the Municipality in the manner provided in clause 3 hereof.

5. BYE- LAWS

The intended vendee shall confirm to all rules, regulations and bye laws of the _____Municipal Council/Improvement Trust/Municipal Corporation_____in any way relating to buildings to be erected on the said land or conditions and limitations set out in the schedule of clauses attached to _____Scheme if on any point the schedule of clauses mentioned above and building by laws of _____Municipal Council/Improvement Trust/Municipal Corporation_____are in conflict with each other, the provisions of the schedule of clauses shall prevail.

6. REGISTRATION ETC.

The conveyance deed shall be executed on payment of entire consideration money along with interest or any other amount due and it has to be executed within three months of clearance of all dues. It will be signed on behalf of the Municipality by the Executive Officer/Commissioner. If the Allottee wants to execute conveyance deed for the purpose to taking loan from bank then he/she has to submit request from concerned bank and indemnity bond from Allottee regarding raising of construction within one year from executing of conveyance deed.

7. SANITATIO OF LAND

Without the prior permission, in writing of the Municipality, the intended vendee shall not use the said land for any purpose except for erection of

building to be used as and shall maintain the said land and building there or in clean and sanitary condition. According to the direction of the Municipality or any officer duly authorized by it in this behalf.

8. RIGHT OF ENTRY

For any purpose connected with this agreement, the Municipality and all persons acting under its order, shall be at liberty at all reasonable times in day time during the term of this agreement, to enter upon the said land or building that any be erected thereon.

9. ADDRESS

a) The intended vendee shall inform the Municipality in writing of any change of his address and any devolution or transfer of rights here by created.

b) Any notice or letter posted by Registered post to the intended vendee at his last known address shall be deemed to be addressed to the law full beneficiary of this agreement and to have been received by him at the time when it should ordinarily reach the addressee in the absence of information as to the address of the intended vendee or if he resides out of India, any notice or letter may be served upon him by affixing the same on a conspicuous place at or near the land forming the subject of this agreement. Any notice or letter to one of the joint vendees shall be deemed to have been served on all the joint vendees.

10. TAXES ETC

All taxes, land revenues, rates and assessments that now are or may here in after be imposed upon the said land or any building to be constructed there on, or on the said intended vendee under any enactment for the time being in force, in respect of the said land building, shall be paid by the intended with effect from the date of allotment/sanction of said land to the intended vendee.

11. DEFAULT

Any sum deposited with the Municipality by the way of security or any portion thereof which the Municipality may decide, shall be liable to be forfeited to the Municipality for failure of the intended vendee to comply with any of the conditions here-in-contained, including the building Specifications herein clause 3, any may by retained by the Municipality and shall belong to it absolutely, but

without prejudice to any other legal rights and remedies of the Municipality against the intended vendee.

In case the intended vendee shall commit any breach of or make default in the performance of all or any one of the covenants on his part here-in-before contained it shall be lawful for the Municipality or any officer in its employment or on its behalf to enter into and upon and take possession of the said land, of all such said land, of all such buildings, erections and materials as may be found their upon and dispose of such land, buildings, erections and materials as it may consider necessary and recoup any loss from moneys paid by intended vendee as sale price and this agreement so for as it relates to the engagements of the Municipality Shall be void and the agreement so for as it relates to the engagements of the Municipality shall be void and the security deposited as aforesaid or any part there of shall be forfeited to the Municipality and may be retained by it and shall belong to it absolutely but without prejudice to all other legal rights and remedies or the Municipality against the intended vendee.

12. LIMITATION OF RIGHTS

Nothing in these presents contained shall be considered as a sale at law of the piece of land described in the first schedule here under or of any part thereof, so as to give to the intended vendee any right, title or interest there in other than as may be conferred by these presents until the aforesaid sale deed shall have been executed and registered.

13. SALE OF PLOT/BUILDINGS

The intended vendee shall not sell/mortgage/alternate/transfer in any manner the Allotted plot or building constructed there on without prior approval of the Municipality shall be fully authorized to confiscate the Allotted plot/building along with amount already paid towards the cost of said plot, for which the intended vendee shall have no claim.

14. ENHANCEMENT OF COMPENSATION OF LAND:

The intended vendee undertake that in the event of the present rate of land offered to the original owners being revised and enhanced by the competent authority as a result of reference made under Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013,

now pending before Land Acquisition Tribunal, _____ or filed there after, the vendee shall pay to the Municipality such other amount as may be fixed by the Municipality to meet the additional cost of land arising out of such adjudication. The intended vendee/Allottee understands that the present reserved sale price of the land is tentative subject to fixation after the final assessment by the competitive authority. The intended vendee/Allottee, his legal heirs and successors shall be bond to pay the enhanced reserve price.

15. ARBITRATION:

In the event of any dispute or difference at any time arising between the Municipality and the intended vendee/allottee as to the true intent and meaning of these presents and of each and every portion thereof regarding the property and rights hereby reserved or any of them in any manner incidental or relating there to said dispute or difference, shall be referred to the Secretary to Government Punjab Local Government Department. or an officer appointed by him in this behalf whose decision there on shall, be final and binding on the parties here to.

In witness there on the _____ / Municipality had here had unto caused its common seal to the affixed in the presence of its Chairman/ Commissioner who has here to prescribed his hand and said intended vendee _____ here unto set his hand.

Vendee/Allottee _____ Executive Officer/Commissioner
Municipality, _____ Signed
by the intended vendee in the presence of

1. Witness address _____

2. Witness address _____

The allotment in made under The Punjab Management and Transfer of Municipal Properties Act, 2020 and The Punjab Management and Transfer of Municipal Properties Rules, 2021. The Allottee is bound to abide by these rules as well as amended time to time.

Schedule-I

All that piece of land situated in sanctioned plan of the scheme plot no. _____ and measuring _____ sq.yds in length _____ feet & _____ feet in breadth and there about bounds as follows.

North _____

East _____

South _____

West _____

And shown in the annexed plan marked red.

SCHEDULE-II

INSTRUCTION AS TO PREPARATION AND SUBMISSION OF PLANS

The plans shall be prepared by a qualified & registered architect & shall comprise a site plane & detailed plan

The site plan shall be to a scale of not less than one inch to forty feet and shall show:

1. Plot number
2. Adjoining plot number or boundaries or adjoining owners
3. The direction of the north point.
4. The street or roads adjoining the site with their width clearly dimensioned existing roads side street lamp posts or other road obstructions likely to affect the approach to the site.
5. The level of the site and plinth with reference to adjoining street or streets.
6. All the existing building or structure on or under the site.
7. Outline of building if any on either side of proposed building.
8. All proposed building if any on either side of proposed building.
9. All proposed building as defined by the sub section (2) of section 3 of the Punjab Municipal Act 1911, sub section (3) of section 2 of the Punjab

Municipal Corporation Act 1976 and the proposed method of draining them. The siting of kitchens, baths and lavatories must be distinctly shown:

1. A plan of each floor, front side and back elevation & a typical cross section of the proposed building. Also an enlarged drawing of the front elevation of the main building incorporating adjoining building on either side. The cross section shall clearly show the height of various parts of the building, the specification & thickness of floors, walls ceiling etc. The section shall pass through the stairs, if any showing detailed construction head worm & method of support. The section shall show at least one door, window fire place & flue giving all details.
2. The means of access to building and their various floors.
3. The Method of ventilation of each room.
4. The open spaces or yards inside or surrounding the building.
5. The method of disposal of sewerage, sullage and storm water. The sizes and sites of drains slit pits, soak way and septic tanks.
6. Detailed specification of the material to be used in construction of the building.

(See rule 14)

Guidelines for determining reserve price of plots

1.	(a)	cost ofacres of land (price per acre X number of acres)	..Rs.
	(b)	provision of compensation of trees, structure, tubewells and poultry sheds	
		Total	..Rs.
2.		Development charges:-	
	(a)	Roads as per rough cost estimates.	..Rs.
	(b)	Sewerage, water supply and storm water drainage as per rough cost Estimates.	..Rs.
	(c)	Street lighting and local distribution system and unforeseen cost as per rough cost estimates of Punjab State Electricity Board	..Rs.
	(d)	Provision for land-scaping	..Rs.
		Total	Rs. (B)
3.		Overhead Charges:-	
	(i)	interest @ 10 per cent for 7 years on cost of land i.e on (A) above.	..Rs.
	(ii)	Maintenance charges @ 2 per cent per annum (or rate fixed by the local municipality, whichever is more for 7years on (B) above	..Rs.
	(iii)	Conservancy charges@ 10 per cent per month per acre (or rate fixed by the local municipality, whichever is mort) for 7 years.	..Rs.
	(iv)	Establishment charges @ 14 per cent on cost of land i.e. on (A) above	..Rs.
	(v)	Lumpstum provision for schools, dispensaries, fire stations, community centres, stadium, play grounds and others public utility building to the extent of provision of such services	
		Total	Rs. (C)
		Total of (A)+(B)+(C) above	Rs.(D)
		Provision for unforeseen charges @ 15 per cent on (D) above	Rs. (E)
		Total Cost (D)+(E)	Rs. (F)
		Cost per square yard.	..Rs.".

Forms for Various Jobs

MUNICIPALITY _____

Service Asked For Issue of no-objection certificate / duplicate allotment/ re-allotment letter (Stipulated Time- 21 days)

1	Date of Application		
2	Name of the Applicant		
3	Father's/ Husband's Name		
4	Address	City/Village	Locality/H.No.
		Teh.	Distt.
		Phone/Mobile No.	
		e-mail id, if any	
5	Service related field	a. B.A fees(if applicable)	
	Municipality Requirements	b. Any other	
		c. Plot/property No.....	
		d. Name of Scheme.....	
		e.	
		f.	
6.	Document to be attached		

Sr. No.	(Service specific documents)	Checklist	Checklist (For Office Use only)
i.	Plan of all the floors including Service Plain, elevations and typical cross-section of the building that he completed to erect or re-erect (Two copies on tracing film / cloth & Four sets of Ferro prints attached?) if constructed (wherever applicable)		
ii.	Whether Indemnity Bond attached?		
iii.	Dates of deposit of installments& other dues whether photo-state copy of receipts attached?		

- iv. If Allottee/ Transferee fails to construct building within time as per allotment letter whether non-construction fees have been deposited. if deposited whether dates of deposit mentioned and photo-state copies of receipts attached? (wherever applicable)
-
- v. Date of execution of sale of agreement whether photo-state copy attached?
-
- vi. Whether the property/ Plot is constructed or vacant, if constructed the proof of already constructed if submitted receipts of Water Supply Connection, Electricity Connection & Sewerage connection with sanctioned plan & completion plan attached? (wherever applicable)
-
- vii. Whether applicant is Allottee/ Transferee or having power attorney? if applicant is having power of attorney whether this attorney is registered through Sub-registrar whether certified copy of power of attorney attached?
-

7. Signature of Applicant _____
.....

For Office use

1 Acknowledgement Receipt No.	2 Date
3 Date by Which Service to be provided	4 a. Departmental fees b. Facilitation charges, if any
5 Name of Designated officer	6 Designation
7 Location : a. Office b. Suvidha Center	8 Signature of D.O./ Receiving Officer

Acknowledgement Slip

1 Acknowledgment Receipt No.	2 Date
3 Date by Which Service to 4 be provided	a. Departmental fees b. Facilitation charges, if any
5 Service asked for	Issue of no-objection certificate/duplicate allotment/re- allotment letter
6 Documents attached	i. Plan of all the floors including Service Plain, elevations and typical cross- section of the building that he completed to erect or re-erect (Two copies on tracing film / cloth & Four sets of Ferro prints attached?) if constructed (wherever applicable)
	ii. Whether Indemnity Bond attached? Yes Yes
	iii. Dates of deposit of installments & other dues whether photo-state copy of receipts attached? Yes Yes
	iv. If Allottee/ Transferee fails to construct building within time as per allotment letter whether non- construction fees have been deposited. if deposited whether dates of deposit mentioned and photo-state copies of receipts attached? (wherever applicable) Yes/NA. Yes/NA.
	v. Date of execution of sale of agreement whether photo-state copy attached? Yes Yes
	vi. Whether the property/ Plot is constructed or vacant, if constructed the proof of already constructed if submitted receipts of Water Supply Yes/NA. Yes/NA.

Connection, Electricity Connection & Sewerage connection with sanctioned plan & completion plan attached? (wherever applicable)			
vii. Whether applicant is Allottee/ Transferee or having power attorney? if applicant is having power of attorney whether this attorney is registered through Sub-registrar whether certified copy of power of attorney attached?		Yes	Yes
7	(a) Name of Designated officer	(b) Designation	
	(c) Location : (i) Office (ii) Suvidha Center	(d) Signature of Designated Officer	

MUNICIPALITY

Service Asked For Issue of conveyance deed (Stipulated Time- 15 days)

1	Date of Application		
2	Name of the Applicant		
3	Father's/ Husband's Name		
4	Address	City / Village Teh.	Locality/ H.No. Distt.
		Phone/Mobile No.	
		e-mail id, if any	
5	Service related field Municipality Requirements	a. B.A fees(if applicable)	
		b. Any other	
		c. Plot/ property No.....	
		d. Name of Scheme.....	

6. Document to be attached

Sr. No.	(Service specific documents)	Checklist	Checklist(For Office Use only)
i.	Plan of all the floors including Service Plain, elevations and typical cross-section of the building that he completed to erect or re-erect (Two copies on tracing film / cloth & Four sets of Ferro prints attached?)		
ii.	Whether Indemnity Bond attached?		
iii.	Dates of deposit of installments& other dues whether photo-state copy of receipts attached?		
iv.	If Allottee/ Transferee fails to construct building within time as per allotment letter whether non-construction fees have been deposited. if deposited whether dates of deposit mentioned and photo-state copies of receipts attached?		
v.	Date of execution of sale of agreement whether photo-state copy attached?		
vi.	Whether the conveyance deed of this property was executed earlier if executed whether copies attached? (wherever applicable)		
vii.	Whether the sale/ conveyance deed is to be executed for vacant plot whether indemnity Bond and a letter from bank approval for granting loan attached? (wherever applicable)		
viii.	Whether copy of Map attached?		
ix.	Whether the property/ Plot is constructed or vacant, if constructed the proof of already constructed if submitted receipts of Water Supply Connection, Electricity Connection & Sewerage connection with sanctioned plan & completion plan attached? (wherever applicable)		

- x. Whether applicant is Allottee/ Transferee or having power attorney? if applicant is having power of attorney whether this attorney is registered through Sub-registrar whether certified copy of power of attorney attached? (wherever applicable)

7. Signature of Applicant _____

For Office use

1	Acknowledgement Receipt No.	2	Date
3	Date by Which Service to be provided b. Facilitation charges, if any	4	a. Departmental fees
5	Name of Designated officer	6	Designation
7	Location : a. Office b. Suvidha Center	8	Signature of D.O./ Receiving Officer

Acknowledgement Slip

1	Acknowledgment Receipt No.	2	Date
3	Date by Which Service to be provided	4	a. Departmental fees b Facilitation charges, if any
5	Service asked for	Issue of conveyance deed	
6	Documents attached	i. Plan of all the floors including Service Plain, elevations and typical cross-section of the building that he completed to erect or re-erect (Two copies on tracing film / cloth & Four sets of Ferro prints attached?)	Yes Yes
		ii. Whether Indemnity Bond attached?	Yes Yes
		iii. Dates of deposit of installments & other dues whether photo-state	Yes Yes

copy of receipts attached?		
iv. If Allottee/ Transferee fails to construct building within time as per allotment letter whether non-construction fees have been deposited. if deposited whether dates of deposit mentioned and photo-state copies of receipts attached?	Yes	Yes
v. Date of execution of sale of agreement whether photo-state copy attached?	Yes	Yes
vi. Whether the conveyance deed of this property was executed earlier if executed whether copies attached? (wherever applicable)	Yes/NA.	Yes/NA.
vii. Whether the sale/ conveyance deed is to be executed for vacant plot whether indemnity Bond and a letter from bank approval for granting loan attached? (wherever applicable)	Yes/NA.	Yes/NA.
viii. Whether copy of Map attached?	Yes	Yes
ix. Whether the property/ Plot is constructed or vacant, if constructed the proof of already constructed if submitted receipts of Water Supply Connection, Electricity Connection & Sewerage connection with sanctioned plan & completion plan attached? (wherever applicable)	Yes/NA.	Yes/NA.
x. Whether applicant is Allottee/ Transferee or having power	Yes/NA.	Yes/NA.

attorney? if applicant is having
power of attorney whether this
attorney is registered through Sub-
registrar whether certified copy of
power of attorney attached?
(wherever applicable)

7	(a) Name of Designated officer	(b) Designation
	(c) Location :	(d) Signature of Designated Officer
	(i) Office	
	(ii) Suvidha Center	

MUNICIPALITY

Service Asked For Issue of no-due certificate (Stipulated Time- 7 days)

1	Date of Application		
2	Name of the Applicant		
3	Father's/ Husband's Name		
4	Address	City / Village	Locality/ H.No.
		Teh.	Distt.
		Phone/Mobile No.	
		e-mail id, if any	
5	Service related field	a. B.A fees(if applicable)	
	Municipality Requirements	b. Any other	
		c. Plot/ property No.....	
		d. Name of Scheme.....	

6.	Document to be attached		
Sr. No.	(Service specific documents)	Checklist	Checklist (For Office Use only)
i.	Whether Indemnity Bond attached?	Yes	Yes
ii.	Dates of deposit of installments& other dues whether photo-state copy of receipts attached?	Yes	Yes

iii. If Allottee/ Transferee fails to construct building within time as per allotment letter whether non-construction fees have been deposited. if deposited whether dates of deposit mentioned and photo-state copies of receipts attached? (wherever applicable)	Yes/NA.	Yes/NA.
iv. Date of execution of sale of agreement whether photo-state copy attached?	Yes	Yes
v. Whether the property/ Plot is constructed or vacant, if constructed the proof of already constructed if submitted receipts of Water Supply Connection, Electricity Connection & Sewerage connection with sanctioned plan & completion plan attached? (wherever applicable)	Yes/NA.	Yes/NA.
vi. Whether applicant is Allottee/ Transferee or having power attorney? if applicant is having power of attorney whether this attorney is registered through Sub-registrar whether certified copy of power of attorney attached?	Yes/NA.	Yes/NA.

7. Signature of Applicant _____

For Office use

1 Acknowledgement Receipt No.	2 Date
3 Date by Which Service to be provided	4 a. Departmental fees b. Facilitation charges, if any
5 Name of Designated officer	6 Designation
7 Location : a. Office b. Suvidha Center	8 Signature of D.O./ Receiving Officer

Acknowledgement Slip

1 Acknowledgment Receipt No.	2 Date
3 Date by Which Service to be provided	4 a. Departmental fees b. Facilitation charges, if any

2710 PUNJAB GOVT. GAZ. (EXTRA), OCTOBER 26, 2021
(KRTK 4, 1943 SAKA)

5	Service asked for	Issue of no-due certificate		
6	Documents attached	i. Whether Indemnity Bond attached?	Yes	Yes
		ii. Dates of deposit of installments& other dues whether photo-state copy of receipts attached?	Yes	Yes
		iii. If Allottee/Transferee fails to construct building within time as per allotment letter whether non-construction fees have been deposited. if deposited whether dates of deposit mentioned and photo-state copies of receipts attached? (wherever applicable)	Yes/NA.	Yes/NA.
		iv. Date of execution of sale of agreement whether photo-state copy attached?	Yes	Yes
		v. Whether the property/ Plot is constructed or vacant, if constructed the proof of already constructed if submitted receipts of Water Supply Connection, Electricity Connection & Sewerage connection with sanctioned plan & completion plan attached? (wherever applicable)	Yes/NA.	Yes/NA.
		vi. Whether applicant is Allottee/ Transferee or having power attorney? if applicant is	Yes/NA.	Yes/NA.

having power of attorney
whether this attorney is
registered through Sub-
registrar whether certified
copy of power of attorney
attached?

7(a) Name of Designated officer	(b) Designation
(c) Location : (i) Office (ii) Suvidha Center	(d) Signature of Designated Officer

MUNICIPALITY

Service Asked For Transfer of property in case of sale Stipulated Time- 15 days)

1	Date of Application		
2	Name of the Applicant		
3	Father's/ Husband's Name		
4	Address	City/Village	Locality/H.No.
		Teh.	Distt.
		Phone/Mobile No.	
		e-mail id, if any	
5	Service related field	a. B.A fees(if applicable)	
	Municipality Requirements	b. Any other	
		c. Plot/ property No.....	
		d. Name of Scheme.....	
6.	Document to be attached		
Sr. No.	(Service specific documents)	Checklist	Checklist (For Office Use only)
i.	Dates of deposit of installments& other dues whether photo-state copy of receipts attached?		

-
- ii. If Allottee/ Transferee fails to construct building within time as per allotment letter whether non-construction fees have been deposited. if deposited whether dates of deposit mentioned and photo-state copies of receipts attached? (wherever applicable)
-
- iii. Date of execution of sale of agreement whether photo-state copy attached?
-
- iv. Whether affidavit regarding transfer of property from buyer & purchaser with attested photos attached?
-
- v. Whether Indemnity Bond attached?
-
- vi. Whether the property/ Plot is constructed or vacant, if constructed the proof of already constructed if submitted receipts of Water Supply Connection, Electricity Connection & Sewerage connection with sanctioned plan & completion plan attached? (wherever applicable)
-
- vii. Whether applicant is Allottee/ Transferee or having power attorney? if applicant is having power of attorney whether this attorney is registered through Sub-registrar whether certified copy of power of attorney attached? (wherever applicable)
-

7. Signature of Applicant_____

.....

For Office use

1	Acknowledgement Receipt No.	2	Date
3	Date by Which Service to be provided	4 a.	Departmental fees
		b.	Facilitation charges, if any
5	Name of Designated officer	6	Designation
7	Location :	8	Signature of D.O/ Receiving Officer
	a. Office		
	b. Suvidha Center		

Acknowledgement Slip

1	Acknowledgment Receipt No.	2	Date
3	Date by Which Service to be provided	4	a. Departmental fees b Facilitation charges, if any
5	Service asked for	Transfer of property in case of sale	
6	Documents attached	i.	Dates of deposit of installments & other dues whether photo-state copy of receipts attached? Yes Yes
		ii.	If Allottee/ Transferee fails to construct building within time as per allotment letter whether non-construction fees have been deposited. if deposited whether dates of deposit mentioned and photo-state copies of receipts attached? (wherever applicable) Yes/NA. Yes/NA.
		iii.	Date of execution of sale of agreement whether photo-state copy attached? Yes Yes
		iv.	Whether affidavit regarding transfer of property from buyer & purchaser with attested photos attached? Yes Yes
		v.	Whether Indemnity Bond attached? Yes Yes
		vi.	Whether the property/ Plot is constructed or vacant, if constructed the proof of already constructed if submitted receipts of Water Supply Connection, Electricity Connection & Sewerage connection with sanctioned plan &

completion plan attached?
(wherever applicable)

vii. Whether applicant is Allottee/Transferee or having power attorney? if applicant is having power of attorney whether this attorney is registered through Sub-registrar whether certified copy of power of attorney attached? (wherever applicable) Yes/NA. Yes/NA.

7	(a) Name of Designated	(b) Designation
	(c) Location : (i) Office (ii) Suvidha Center	(d) Signature of Designated Officer

MUNICIPALITY

**Service Asked For Transfer of property in case of death (uncontested)
(Stipulated Time- 45 days)**

1	Date of Application	
2	Name of the Applicant	
3	Father's/ Husband's Name	
4	Address	City/Village
		Locality/H.No.
		Teh.
		Distt.
	Phone/Mobile No.	
	e-mail id, if any	
5	Service related field	a. Plot/ property No.....
	Municipality Requirements	b. Name of Scheme.....
		c.
		d.
		e.
		f.
6.	Document to be attached	

Sr. (Service specific documents) No.	Checklist	Checklist (For Office Use only)
i.	Whether Court order, Legal heir certificate, Registered will or Family settlement forming part of decree (relevant to be the particular case) whether attached? (wherever applicable)	
ii.	Whether Indemnity Bond attached?	
iii.	Dates of deposit of installments& other dues whether photo-state copy of receipts attached?	
vi.	If Allottee/ Transferee fails to construct building within time as per allotment letter whether non-construction fees have been deposited. if deposited whether dates of deposit mentioned and photo-state copies of receipts attached? (wherever applicable)	
v.	Date of execution of sale of agreement whether photo-state copy attached?	
vi.	Whether the property/ Plot is constructed or vacant, if constructed the proof of already constructed if submitted receipts of Water Supply Connection, Electricity Connection & Sewerage connection with sanctioned plan & completion plan attached? if constructed (wherever applicable)	
vii.	Whether applicant is Allottee/ Transferee or having power attorney? if applicant is having power of attorney whether this attorney is registered through Sub-registrar whether certified copy of power of attorney attached?	
7.	Signature of Applicant _____	
For Office use		
1	Acknowledgement Receipt No.	2 Date
3	Date by Which Service to be provided	4 a. Departmental fees

		b. Facilitation charges, if any
5	Name of Designated officer	6 Designation
7	Location : a. Office b. Suvidha Center	8 Signature of D.O./ Receiving Officer

Acknowledgement Slip

1	Acknowledgment Receipt No.	2	Date
3	Date by Which Service to be provided	4	a. Departmental fees b Facilitation charges, if any

5	Service asked for	Transfer of property in case of death (uncontested)	
6	Documents attached	i. Whether Court order, Legal heir certificate, Natural Heir Certificate from CRO, Registered will or Family settlement forming part of decree (relevant to be the particular case) whether attached? (wherever applicable)	Yes/NA. Yes/NA.
		ii. Whether Indemnity Bond attached?	Yes Yes
		iii. Dates of deposit of installments & other dues whether photo-state copy of receipts attached?	Yes Yes
		vi. If Allottee/ Transferee fails to construct building within time as per allotment letter whether non-construction fees have been deposited. if deposited whether dates of deposit mentioned and photo-state copies of receipts attached? (wherever applicable)	Yes/NA. Yes/NA.

	v. Date of execution of sale of agreement whether photo-state copy attached?	Yes	Yes
	vi. Whether the property/ Plot is constructed or vacant, if constructed the proof of already constructed if submitted receipts of Water Supply Connection, Electricity Connection & Sewerage connection with sanctioned plan & completion plan attached? if constructed (wherever applicable)	Yes/NA.	Yes/NA.
	vii. Whether applicant is Allotee/ Transferee or having power attorney? if applicant is having power of attorney whether this attorney is registered through Sub-registrar whether certified copy of power of attorney attached?	Yes	Yes
7	(a) Name of Designated officer	(b) Designation	
	(c) Location : (i) Office	(d) Signature of Designated Officer	
	(ii) Suvidha Center		

MUNICIPALITY

Service Asked For Sanction of Water Supply/ Sewerage Connection (Stipulated Time-7 Days)

1	Date of Application		
2	Name of the Applicant		
3	Father's/ Husband's Name		
4	Address	City/Village	P.O
		Teh.	Distt.
		Phone/Mobile No.	
		e-mail id, if any	

5	Sanction of Water supply/ Sewerage Connection. ULBs Requirement	a. Plot/ No_____Name of Scheme:
		b. Departmental Fees
		c. Any other
		d.
		e.

6. Document to be attached

Sr. No.	(Service specific documents)	Checklist	Checklist (For Office Use only)
---------	------------------------------	-----------	---------------------------------

i. Allotment letter

ii. Copy of approved Building Plan

iii. A site plan of the plot on which it is intended to obtain Water Supply/ Sewer Connection.

iv Self Declaration regarding correctness of the information supplied

v. Proof of clearance of all dues issued by Municipality

8. Signature of Applicant_____

.....

For Office use

1 Acknowledgement Receipt No.	2 Date
-------------------------------	--------

3 Date by Which Service to be provided	4 Fees/ Facilitation charges, if any
--	--------------------------------------

5 Name of Designated officer	6 Designation
------------------------------	---------------

7 Location :	8 Signature of D.O./ Receiving Officer
a. Office	
b. Suvidha Center	

Acknowledgement Slip

1 Acknowledgment Receipt No.	2 Date
------------------------------	--------

3 Date by Which Service to be provided	4 Fees/ Facilitation charges, if any
--	--------------------------------------

5	Service asked for	Sanction of Water Supply/ Sewerage Connection	
6	Documents to be attached	i. Allotment letter	Yes/No Yes/No
		ii. Copy of approved Building Plan	Yes/No Yes/No
		iii. A site plan of the plot on which it is intended to obtain Water Supply/ Sewer Connection.	Yes/No Yes/No
		iv Self Declaration regarding correctness of the information supplied	Yes/No Yes/No
		v. Proof of clearance of all dues issued by Municipality	Yes/No Yes/No
7	(a) Name of Designated officer	(b) Designation	
	(c) Location :	(d) Signature of Designated Officer	
	(i) Office (ii) Suvidha Center		

The Building plans will be sanctioned on-line. The applicant will submit proposed/completion plans on-line through the affiliated architects.

AJOY KUMAR SINHA, IAS,
Principal Secretary to Government of Punjab,
Department of Local Government.

PART III

GOVERNMENT OF PUNJAB

OFFICE OF EXCISE COMMISSIONER

CORRIGENDUM

The 21st October, 2021

In the Government of Punjab, office of Excise Commissioner, Punjab, Patiala, Notification No. G.S.R.30/P.A.1/1914/S.59/Amd.(148)/2021, dated the 30th March, 2021, published in the Punjab Government Gazette (Extra), dated the 31st March, 2021, in serial No.2,-

- (i) FOR "rule 45", READ "rule 46", and
- (ii) FOR "46", READ "47".

RAJAT AGARWAL,
EXCISE COMMISSIONER, PUNJAB.