

**DEED OF CONVEYANCE OF CAMPUS SITES SOLD BY ALLOTMENT**

Deed of Conveyance of campus site sold by allotment in Information Services Park, at Chandigarh.

This indenture made on \_\_\_\_\_ day of \_\_\_\_\_ 2002 between the President of India and \_\_\_\_\_ (hereinafter called the "Vendor") of the one part and \_\_\_\_\_, (hereinafter called the transferee) of the other part.

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

And whereas the Central Government has sanctioned the sale of the site to transferee in consideration the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) for constructing building(s) on the campus site in conformity with the purposes envisaged in the Allotment of Campus Sites in Chandigarh Information Services Park Rules, 2002.

And whereas the transferee has paid/agreed to pay the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) being the purchase money, subject to variation by mutual agreement.

Now, therefore, this indenture witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants of the transferee hereunder contained and of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) paid by the transferee as earnest money (THE RECEIPT OF WHICH THE vendor hereby acknowledges) and the undertaking of the transferee to pay the balance in lump sum within 180 days of the issue of allotment letter without interest or in three annual equated installments with interest @ 10% to be compounded annually, the first installment being payable on the 10<sup>th</sup> day of \_\_\_\_\_ 200 .

The Vendor hereby grants and conveys unto the transferee all that piece or parcel of site, the details of which are given below:-

Site No. \_\_\_\_\_ in Information Services Park, Chandigarh.

Area in Square yards \_\_\_\_\_ and more particularly described in the plans filed in the office of the Estate Officer signed by the Estate Officer aforesaid and dated the \_\_\_\_\_ day of 200 . (hereinafter called the said site).

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

- 1) (a) The transferee enjoys the right of possession and enjoyment so long as he (A) continues paying his installments on the due dates or such extended time, as the Estate Officer may allow in writing and otherwise (B) abides by the terms and conditions of sale.
- (b) The vendor shall have a first and paramount charge over the said site for the unpaid portion of the purchase price and any other dues and save with the sanction of the Estate Office, the transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the site or any right, title or interest therein for a period of ten years from the date of allotment or till all dues are fully paid whichever is later.
- 2) The Vendor reserves to himself all mines and minerals whatsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same at all such time and in such manner as the Vendor shall think fit, with power to carry out any surface or any part underground working, and to let down the surface of all or any part of the said site and to sink pits, erect building, construct lines and generally appropriate and use the surface of the said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exception and reservation hereinafter contained.

Provided that the transferee shall be entitled to receive from the Vendor such payment for the occupation by him of the surface and for the damage done to the surface or to the buildings on the said site by such works or workings of letting down as may be agreed upon between the Vendor and the transferee or failing such agreement as shall be ascertained by reference to arbitration.

3) The transferee shall pay all the general and local taxes, rates or cesses for the time being imposed or assessed on the said site by competent authority.

4) (a) The transferee shall within 3 years from the date of allotment namely \_\_\_\_\_ complete the construction of building on the said site in accordance with the Punjab Capital (Development and Regulation) Building Rules, 1952. The date of completion will be date of receipt of application for permission to occupy the building in form "D" amended to Punjab Capital (Development and Regulation) Building Rules, 1952 accompanied by completion certificate from the Registered Surveyor/qualified Architect who supervised the construction of the Building, provided the building is also certified to have been completed according to sanctioned plan by the Chief Administrator.

Provided that this period may be extended in case there is any delay in offering the possession of the site to be allotted beyond 30 days from the date of issue of allotment letter.

(b) In the event of your further requiring an extension of the time period beyond 3 years to complete the requisite building, structures or equipments or to make the requisite investment, extension of time for one year shall be allowed upon payment of a sum of money equal to one annual equated installment mentioned in para 5 of the allotment letter and this amount shall be payable unto the end of 4th year from the date of issue of letter of allotment. Similarly, if extension of time is required after the expiry of four years of allotment this may be allowed for one more year upon payment of sum equal to one annual equated installment as mentioned above on similar terms. No further

extension of time will normally be allowed after 5 years from the date of allotment.

- (c) The Estate Officer may, for reasons to be recorded in writing, grant more time for completion or occupation of building and premises beyond a period of 5 years upon payment of extension fee as determined by the administration from time to time.
- 5) The transferee may, before the erection of the permanent building is commenced or completed pitch a tent or erect temporary sheds of kacha Building for the purpose of erecting a building on the said site.
- 6) Except for the purpose of constructing a building or laying a garden in accordance with the rules made under the Capital of Punjab (Development and Regulation) Act, 1952, the transferee shall not dig or cause to be dug any pit upon the said site, till the full price has been paid.
- 7) The Vendor may by his officer or servants at all reasonable times and in a reasonable manner after 24 hours notice in writing, enter in and upon any part of the said site or building erected thereon for the purposes of ascertaining that the transferee has duly performed and observed the covenants and conditions to be performed and observed by him under the presents.
- 8) The Vendor shall have full right, power and authority at all times to do, through officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions, and reservations, herein contained and to recover from the transferee as a first charge upon the said site the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.

- 9) The transferee shall accept and obey all the rules and orders made or issued under the Capital of Punjab (Development and Regulation) Act, 1952.
- 10) (a) In consideration of the Vendor having allotted the said site to the transferee at a price of rupees \_\_\_\_\_ per square yard the transferee undertakes to refrain, except with the previous permission in writing of the Estate Officer, from transferring by way of sale, gift, mortgage or otherwise (except by way of lease on monthly basis) the site or any right, title or interest therein for a period of ten years from the date of allotment or till all the dues are fully paid, whichever is later.
- (b) In the event of the allottee company being merged with another, company or in the event of a split of the allottee company, or the setting up of a subsidiary by the allottee company, in accordance with statutory provisions and with the permissions of the concerned regulatory authorities, the consequent substitution of the name of the allottee may be allowed prior to the expiry of the period mentioned in sub-Para (a) above for the reasons to be recorded in writing.
- (c) In all cases of transfers or substitution, the transferee, the new entity must satisfy in every respect the conditions of eligibility for allotment of the site in question as on the date of application for transfer or substitution.
- (d) Permission for transfer may be granted on payment of transfer charges as determined from time to time.
- 11) (a) The site and the building erected thereon shall be used only for the purpose of \_\_\_\_\_ as envisaged in the Allotment Letter. Its use for any other purpose or commission of any building violation shall attract the action as provided under the Capital of Punjab (Development & Regulation) Act, 1952 and the site building can be resumed on account of the said misuse violation.
- (b) Change of land use of campus may be permitted on an application by the allottee provided that the following conditions are fulfilled namely:-

In witness whereof the parties hereto have hereunder respectively subscribed their names at the places and on the dates hereinafter in each case specified.

Signed by the said transferee at \_\_\_\_\_ on the day of \_\_\_\_\_  
200 .

In the presence of :-

Witnesses :

One of the witnesses must be a Magistrate (with his court seal) if the deed is not executed before The Estate Officer.

Name :

Residence :

Occupation :

Signature: \_\_\_\_\_

Signed by, for and on behalf of the President of India and setting under his authority at \_\_\_\_\_ the day of \_\_\_\_\_ 200 .

(Deputy Commissioner -cum- Estate Officer)

Witnesses :

Name :

Residence :

Occupation :

Signature

Name:

Residence :

Occupation :

Signature