



JDA has a site available for allotment on lease hold basis for places of worship namely Temple, Gurdwara, Masjid and Church at Phagwara.

ELIGIBILITY

A Society registered under The Societies Registration Act, 1860 or a Trust registered under The Indian Trust's Act, 1882 or an Institution constituted or established under any law for the time being in force are eligible to apply.

AREA TO BE ALLOTTED

An area of 1000 Sq.yd. could be allotted against one application. In exceptional cases depending upon the requirement, an area upto 2000 sq.yd may be allotted. If the applicant wants more than 1000 sq.yd of land he should specifically mention in the application form and give detailed justification for more land requirement.

HOW TO APPLY

Interested bodies mentioned above, may apply on the prescribed application along with requisite documents listed at 8) to the Chief Administrator, JDA, Jalandhar in person or by post on or before the closing date. The application should be accompanied by application money of Rs. 50,000/- in the shape of bank draft in favour of Chief Administrator, JDA payable at Jalandhar. Conditional, incomplete or un-signed application or application defective in any respect is liable to be rejected.

One application will be valid for one category only. Start along with fee of Rs. 50,000/-

SELECTION PROCESS

The selection shall be broadly governed by the following principles:-

- a. The objectives and activities of the institution and the public cause served by it, since its establishment;
- b. The financial position of the institution;
- c. The present location of the institution;
- d. The benefit likely to accrue to the general public of the locality by allotment of the religious site.
- e. The bonafide and genuineness of the institution as made out in the annual reports/ audit report etc.
- f. Experience in the concerned field in a responsible capacity.

LETTER OF INTENT

After the selection process is completed, the successful applicants shall be issued Letter of Intent (LOI) and will be asked to complete the requisite formalities, furnish necessary documents and deposit the initial amount, if any.

SECURITY/ LEASE MONEY

Security :- Successful applicant will have to deposit Rs.200 per Sq.Yds. as non-refundable security. This amount shall have to be deposited within 90 days of the date of issue of Letter of Intent.

Lease Money:- For an area upto 1000 Sq.Yds., lease money shall be charged @ Rs.6 per Sq.Yds. per annum. For area above 1000 Sq.Yds. lease money shall @ Rs.....

The above rates are subject to change at the sole discretion of JDA and the allottee will be liable to pay the same.

ALLOTMENT LETTER

After the successful applicant has completed the requisite formalities, the allotment letter will be issued which will specify the detailed terms and conditions of allotment.

POSSESSION

The allottee shall be required to take possession of the site within 3 months of the issue of the allotment letter.

OWNERSHIP

The ownership of the land as well as any building constructed thereon shall continue to vest in JDA for all times to come.

REFUND OF APPLICATION FEE

In all cases, a processing fee of Rs.5000/- shall be deducted. In case of successful applicants the balance amount of Rs.45,000/- will be adjusted towards lease money. In case of unsuccessful applicants a sum of Rs.45,000/- shall be refunded within 180 days of the date of finalization of selection process. In case this amount is retained beyond a period of 180 days, interest will be paid @ 10% per annum for the period beyond 180 days. If a successful applicant fails to complete the requisite formalities, his entire application fee of Rs.50,000/- shall be forfeited.

DISCLAIMER

In case, for what-ever reason, this scheme fails, JDA will refund the deposited money to the applicants without interest. JDA shall not be liable for any claim/ damage if there is any delay in implementation of the scheme. JDA shall not be liable for any claim, whatsoever, on this account.

TERMS AND CONDITIONS OF ALLOTMENT

1. The allotment shall be subject to the provisions of Punjab Regional and Town Planning and Development Act/ Rules, 1995 and regulations/ policies framed thereunder.
2. The allotment shall be on lease hold basis. The lease shall be valid for a period of 15 years from the date of issue of allotment letter. Thereafter the lease may be extended for a further period as may be decided by JDA/PUDA on the new terms and conditions and the new rates.
3. The security deposit, annual lease money rate, etc. may be charged by JDA from time to time.
4. Annual lease money will be payable in the month of April every financial year. No separate notice will be sent for the payment of annual lease money. Payment shall be made by the due date to the concerned Estate Officer, JDA Jalandhar by means of demand draft payable at Jalandhar on any scheduled bank or the Punjab Cooperative Bank or the Central Cooperative Bank situated at the station where the site is located. Each such remittance shall be accompanied by a letter showing the particulars of the site. In the

- absence of these particulars, the amount shall not be deemed to have been received. Payment by cheque will not be accepted.
5. In case any money due towards JDA is not paid by the due date, the allottee shall be liable to pay penal interest at the rate of one and a half percent per month for delay upto one year and at the rate of two percent per month thereafter.
 6. The ownership of the land as well as any building shall continue to vest in PUDA for all times to come. The allottee shall have no right to transfer by way of sale, gift, mortgage or otherwise site or any of its rights, title or interest therein.
 7. PUDA/JDA reserves to itself rights to all mines, minerals and quarries which may be won from the earth whether on the surface or below it, with liberty to search for, take and remove the same, in as full and ample a way as if the allotment have not been made. The allottee shall not be entitled to any claim or compensation on this account.
 8. The site shall be offered on "as is where is" basis and the allottee shall not be entitled to claim any rebate or refund on any ground whatsoever. The allottee shall be required to take possession of the site on as is where is basis within three months of the issue of the allotment letter. JDA will not be responsible for leveling the uneven site. After taking over the possession, the allottee shall submit the building plans within 60 days from the date of possession to JDA for approval by the competent authority. JDA shall take further 60 days for approval of the building plans. The allottee shall be required to start construction within 30 days from the approval of building plan.
 9. The allottee shall complete the building within three years from the date of issue of allotment letter. This time limit may be extended by Estate Officer concerned on payment of fee fixed by PUDA/JDA if the Estate Officer is satisfied that failure to complete the building within the said period was due to a cause beyond the control of the allottee.
 10. On completion of the building, the allottee shall apply in the prescribed form and obtain completion certificate from the competent authority of JDA.
 11. The plot/ building shall be used only for the purpose for which land is allotted and shall be strictly in accordance with the plans approved by JDA. No obnoxious trade shall be carried out on this site. Change of land use shall not be allowed at any stage.
 12. The allottee shall create a barrier free environment in the building for persons with disabilities.
 13. No fragmentation of the site shall be permitted.
 14. The allottee shall pay all general and local taxes, rates processes imposed or assessed on the said site/ building by the Municipal or any other authority competent to levy such taxes and rates.
 15. JDA shall not be liable to pay any compensation to allottee in respect of any improvement made on land by the allottee.
 16. JDA may, by its officers and servants at all reasonable time and in reasonable manner after giving 24 hours notice in writing enter in any part of the site erected thereon for the purpose of ascertaining that the allottee has duly performed and observed the conditions of allotment and the provisions under the Punjab Regional and Town Planning and Development Act, 1995 and rules and regulations/ policies made thereunder. If the allottee violates any of the conditions of the said Act/ Rules, Regulations/ Policies framed thereunder, terms and conditions of allotment, the Estate Officer concerned, may terminate the lease and resume the site.
 17. Chief Administrator, JDA may at any time before expiry the terms of the lease terminate the lease by giving a notice of three months to the allottee.

18. After the expiry of the term of lease or its termination earlier the allottee shall surrender the land peacefully to the Estate Officer or any officer authorized by the Estate Officer in this behalf. The allottee shall also remove any structure erected by him together with any material lying on land within thirty days of the expiry of the term of lease or the issue of termination order and deliver vacant possession of land in level state to JDA. If the allottee does not remove the structure/ building within the stipulated period, the same shall become the absolute property of JDA and the allottee shall not be entitled to any claim whatsoever on that account.
19. JDA shall have full rights, powers and authority at any time to do through its officers or servants all acts and things which may be necessary and expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservation imposed and to recover from the allottee as first charge upon the said site, the cost of doing all or any such act and things and all cost, incurred in connection therewith or any way relating therewith.
20. Any change in address of the allottee shall be notified by registered A.D. post to the Estate Officer concerned.
21. In case of any dispute or difference arising out of the terms of allotment, the same shall be referred to the sole arbitrator i.e. Chief Administrator or any other person appointed by him. It will not be objected that Arbitrator is an employee of PUDA/JDA and that he has dealt with the matter to which the allotment pertains or that during course of his duties as an employee of PUDA/JDA, he has expressed his view on all or any of the matters in dispute or difference. The award or the Arbitrator shall be final and binding on both the parties.

MISREPRESENTATION OR SUPPRESSION OF FACTS

If it is found at any stage that the applicant had given false information or suppressed any material facts, the application will be rejected/ allotment will be cancelled as the case may be and the applicant will be debarred from participation in all the future schemes of PUDA/JDA, GMADA, GALADA, BDA, ADA, JDA, PDA. The applicant will also be liable to pay penalty as prescribed for surrender/ cancellation.

Chief Administrator,
JDA, Jalandhar.

**APPLICATION FOR ALLOTMENT OF _____ SITE (Mention
Category)
AT _____ (Mention City)**

1. Name of the Institution
(in block letters)
2. Detail of Registration No. Date Place
3. Permanent Address
Phone
4. Correspondence Address
Phone
5. Commercial/ Non Commercial
6. Area required
7. Layout plan indicating land
requirement for various components
8. Estimated cost of Project
9. Provision of funds for the
Construction of project
10. Project Report
11. Annual Account for the
Last three years
(see list of documents to be attached)
12. Constitution of Society/ Trust
and list of Executive members
13. Detail of payment

| <u>Bank Draft No.</u> | <u>Dated</u> | <u>Amount</u> |
|-----------------------|--------------|---------------|
| <u>Issuing Bank</u> | | |

Note: Please attaché details in a separate paper wherever necessary.

Dated: _____ (Signature of applicant)

DECLARATION TO BE MADE BY THE APPLICANT

I/We,..... s/o, d/o, w/o Sh.....
..... resident of..... on
behalf of..... (name of institution)
hereby affirm and declare as under:-

1. That I am duly authorized by..... vide resolution No..... to correspond for the allotment of the site for..... in
2. That the Institution is registered/ constituted under the..... Act.
3. That I have carefully gone through and understood the terms and conditions of the scheme applied for as contained in the brochure and do hereby undertake to abide by the same.
4. That I also undertake to pay increased cost of site, if any, owing to any reason.
5. That the information furnished by us/ me the application form or furnished later on at any stage, is found to be incorrect/ false, PUDA shall have the right to cancel the application/ allotment and also to forfeit the entire amount or a part thereof in addition to imposing any penalty as per the rules of PUDA.

Dated:

Signature of the applicant

VERIFICATION

That the information given by me in the application form is true to the best of my knowledge and belief and nothing has been concealed therein.

Dated:

Signature of the applicant

DOCUMENTS TO BE ATTACHED WITH THE APPLICATION FORM

1. Account payee Bank Draft amounting to Rs.50,000/-
2. Audited Balance Sheet and income expenditure statement of all Accounts for the last three years. (or since the inception of the institution, if the institution has been existence for less than three years).
3. Project report of the Scheme.
4. Layout plan indicating land requirement for the various components duly signed by Regd. Architect.
5. Proposed plan of construction showing the justification of land utilization duly signed by Regd. Architect.
6. Rough Cost Estimate.
7. Financial position-statement of Accounts in any scheduled Bank.
8. Certificate of registration of Society/ Trust alongwith memorandum of Society/ Trust.
9. Constitution of the Society/ Trust and list of executive members.
10. Income tax clearance certificate, income tax exemption proof, if any.
11. Documentary proof of experience.

.....
ACKNOWLEDGEMENT

FORM NO.0639

CATEGORY

Name of the Institution.....
Received application form bearing No. mentioned above for the allotment of Site for..... in..... alongwith Bank Draft bearing No.....Dated..... Amount..... Issuing Bank..... in favour of Chief Administrator, PUDA, Chandigarh.

Dated:

Signature of the Receipt Clerk
with Seal