

विधान सभा प्रश्न

विभाग का नाम	राजस्व विभाग
तारांकित प्रश्न संख्या	532
उत्तर की तिथि	05-04-2018
विषय:	NHPC कार्यालय
प्रश्नकर्ता का नाम	श्री जवाहर ठाकुर (दरंग)
सम्बन्धित मंत्री	मुख्य मंत्री।

प्रश्न

उत्तर

(क) वर्तमान में हीरानगर (घणाहट्टी) जिला शिमला में NHPC का कार्यालय किस के भवन में कब से चल रहा है; ब्यौरा भवन मालिक के नाम व अदा किये जा रहे मासिक किराये सहित दें;

(ख) यह सत्य है कि भवन का निर्माण लीज पर ली गई भूमि पर किया गया है;

(ग) यदि हां, तो लीज किस उद्देश्य हेतु दी गई; लीज की प्रति सभी पटल पर रखें; और

(घ) भूमि का उपयोग व्यावसायिक कार्यों के हेतु किया जा रहा है तो सरकार इसके विरुद्ध क्या कार्रवाई करेगी।

(क), (ख), (ग) एवं (घ)
सूचना सभा पटल पर रख दी गई है।

तारांकित प्रश्न संख्या: 532 जोकि माननीय विधायक श्री जवाहर ठाकुर (दरंग) द्वारा NHPC कार्यालय बारे पूछा गया है, से सम्बन्धित उत्तर :-

- (क) हीरानगर (घणाहट्टी), तहसील शिमला (ग्रामीण) जिला शिमला में (NHPC) का कार्यालय श्री कौल सिंह ठाकुर के भवन में वर्ष 2003 से चल रहा है जिसका वर्तमान में मासिक किराया मु0 95036/(पचानवे हजार छतीस) रूपये अदा किया जा रहा है।
- (ख) जी हॉ।
- (ग) हिम लेजिस्लेटर कोओपरेटिव हाऊस बिल्डिंग सोसाइटी, शिमला के पक्ष में सरकारी भूमि इसके सदस्यों को रिहायशी मकान बनाने के उद्देश्य से दी गई थी। पट्टा विलेख दिनांक 24-04-1989 की प्रति परिशिष्ट-क पर सलंगन है।
- (ग) उपायुक्त, शिमला से प्राप्त रिपोर्ट अनुसार भूमि का उपयोग व्यावसायिक कार्य के लिए भी किया जा रहा है। इस मामले में उचित छानबीन करने उपरान्त यदि लीज डीड की शर्तों का उल्लंघन पाया जाता है तो सरकार नियमानुसार बांछित कार्यवाही अमल में लाएगी।

TYPED COPY OF LEASE DEED

1. THIS DEED OF LEASE is made **24** day of **April**, 1989 between the
Governor of Himachal Pradesh (hereinafter called the lessor) on the one part and Him Legislator Co-operative House Building Society through Shri Hira Singh Pal MLA its Chairman (hereinafter called the lessee or the Society) on the other part.
2. WHEREAS the lessee has applied to the lessor for the grant of lease of
land comprised in Khasra No. 124/1, measuring 12-16-0 bighas, situated in Chak Phatechi, Tehsil Shimla, District Shimla belonging to lessor herein described in schedule annexed hereto and for greater clarity and understanding in delineated and coloured red in the map attached and make part of this deed for 99 years and lessor on the face of the statement made by the Lessee has agreed to demise the said land by way of lease for a period of 99 years beginning from 29th March, 1989 vide H.P Government Revenue Department letter No. Rev.D (G)6-1/87, dated 29th March, 1989 to grant government land measuring 12-16-0 bighas comprised in Khasra No. 124/1, situated in Chak Phatechi, Tehsil and District Shimla, on lease for a period of 99 years, for construction of houses for its members on a payment of Rs. 98,741,76 paisa as one time payment. Rupee one will be charged a yearly lease rent.
3. The Society shall have the option to make payment of premium in lump
sum or in installments. In case of installments the concerned Society shall make the payment in the three equal annual installments. The

first installment of the premium shall be paid within one month of the allotment and the rest two instalments on or before the 10th of the month due for paying the instalment. In case the Society fails to deposit the installment by due date, the penal interest will be charged for the whole month even if the delay is for one day. One month will be the smallest unit for charging and calculation of penal interest which will be 11 % of the installment.

4. NOW, therefore, this deed witnesses that in consideration of the lease money herein reserved the lessor hereby demises unto the lessee the said land described in the schedule annexed hereto to hold the said land hereby demised unto the Lessee for a term of 99 years from the 29th March, 1989, on the following terms and conditions mutually agreed between the lessor and lessee.
5. That the Lessee may hold the demised land for a term of 99 years from the 20th March, 1989, subject to Lessee observing and performing all the covenants hereby mutually agreed. On failure of the Lessee to observe and perform any one or all of the conditions of the lease may at his option terminate the lease and exercise his right of re-entry.
6. That the lessee shall pay to the Lessor annually lease money Rs. 1/- (one only). The annual lease money shall be deposited and paid in the office of the Tehsildar, Shimla (Rural), by the Lessee regularly in advance in the first week of April, each year provided always that if the annual lease money is at any time in arrear for more than two months the lease shall automatically stand terminated.
7. That the lessee shall have the right to construct a structure or structures for the members provided that such structure shall be so

built as not to effect materially the value of the beneficial enjoyment of other land of the lessor.

8. That the lessor shall have the right to eject the Lessee on breach of any of the conditions herein mentioned without prejudice to his right to realise all arrears of lease money due as arrears of land revenue.
9. That the Lessee shall not without the consent in writing of the Lessor, use or permit the use of the said land for any purpose other than for which it is lease out and will not without such consent use or permit the use of the said land for the purposes of carrying on any trade or business other than the purpose of leasing out.
10. That the Lessee shall purchase the stamps and shall present this document for registration and it shall be registered at the cost of the Lessee to the Lessor or person or persons as he may appoint in this behalf over the land hereby demised and over all constructions or improvements which he may have made. The Lessee shall not be entitled to any compensation for any constructions or improvements which he may have made in or upon the demised land.
11. That the expression 'the Lessor' and the 'lessee' herein used shall unless such an interpretation be inconsistent with context, include in the case of the former, the successor, executors, administrators and assignees and in the case of his successors only.
12. The other terms and conditions will be as under:-
 - (a) The Society shall have the option to construct multistoreyed buildings and allot flats to its members or allot plots to its members. In case of allotment of plot to each member it will be ensured that no member is given a plot measuring more than 500 square meters.

- (b) Each member of the Society has to sign a declaration in the form of affidavit to the effect that he or his wife (she or her husband or any of his her dependents) does not own a dwelling house or apartment or plot at Shimla (or any other place where the Society is building houses) and he/she is not a member of any other Housing Cooperative Society.
- (c) The Society/its members shall not or otherwise transfer rights in the site or part thereof for a period of 15 years from the date of completion of building. After expiry of this period, the society its members may be allowed by the Government to sell or transfer his /her rights in the site to any other party.
- (d) The Society fits members may with the previous consent of the Government in Revenue Department mortgage the site in favour of the State Government or any others Scheduled Bank or Housing Financing Institution by way of security for a loan for the construction of buildings on the sites.
- (e) In the event of default, breach or non-compliance any conditions of lease, the lease may be cancelled, the site resumed and whole/part amount paid to the Government towards the premium/rent or interest of the site may be transferred to the Government. After the cancellation of lease it shall be the responsibility of the leasee to remove the malba/structures, if any, within such reasonable period as may be prescribed by the Government but not exceeding three months form the date of cancellation of lease, failing which the Deputy Commissioner concerned shall be competent to remove malba/structures or to proceed to auction/allot the site alongwith the building(s) thereon and after deduction the market value/price of the site etc., may take over the proceeds of the auction of the lessee. In case any dispute arising out for the determination of the amount to be paid

to the lessee, following auction/allotment of site and building thereon, the matter shall be referred to the sole Arbitration of the Chief Secretary to the Government of Himachal Pradesh and his decision shall be final and binding on both the parties.

- (f) The development of the area shall be done by the Society at their own expenses except the functions required to be done by the local authorities.
- (g) If the Society fails to pay the whole money i.e., premium on the cost of the land or lease rent to the Government in Revenue Department, recovery of payment of dues will be made as arrears of land revenue.
- (h) The Society is required to start construction within three years from the date of allotment unless written permission of the extension of this period has been obtained from the Government in Revenue Department through the Deputy Commissioner concerned. The extension will be granted as a special case where the Government is convinced about the genuineness of the reasons put forth by the Society. If the Society still fails to construct the houses within extended period i.e., 5 years from the date of allotment, the Society shall be liable to pay to the Government a levy of 10% of the cost of the plot per year or fraction thereof proportionately beyond five years failing which the plot will be liable to the resumed without refund of any amount paid till then. The Society shall have no claim to any compensation of land, if any.
- (i) In case the possession of plot is not taken over within three months from the date of offering possession, the Society will have to pay 0-1 % of the cost per months.

- (j) The building plans shall have to be got approved by the Society from the competent agency. The Society shall abide by land laws other laws applicable in Himachal Pradesh in respect of its activities.
- (k) The trees, if any, standing on the plot will remain the property of the Government unless if need be the Society makes payment for the same as fixed by the Forest Department as per prevailing market value. The felling of trees will only be done with prior approval of competent authority.
- (l) In the event of Society using or permitting the use land for the purpose other than that mentioned in Para (h) above, the lease shall stand terminated and the land shall vest in the State Government free all the encumbrances.
- (m) No shop or commercial building of any kind shall be allowed to be constructed/used on the site/plot except with the prior permission of the Secretary (Revenue) to the Government of Himachal Pradesh.
- (n) If any question, doubt or objection shall arise in any way connected with or arising out of these presents, or the meaning or operation of any part, thereof, or the rights duties of obligations of either party, then, save in so far as the decision of any such matter has been so decided, every such matter shall be referred to the Arbitration of the Chief Secretary to the Government of Himachal Pradesh. including the following questions:-
 - i) Whether any other provision has been made in these presents for the decision of any matter and if such provision has been made, whether it has been finally decided accordingly, and

- (ii) Whether the lease should be terminated or has been rightly terminated, and what are the rights and obligations of the parties as the result of such termination.
13. That the decision of the Arbitrator shall be final and binding and when any of the matters above mentioned involves a claim for the payment, recovery or reduction of money, only the amount so decided shall be recoverable in respect thereof.
14. That the lease deed of the land measuring 12-16-0 bighas, situated at Chak Phatachi, Tehsil and District Shimla between the Governor of Himachal Pradesh (hereinafter called the lessor) on one part and the Legislator Co-operative House Building Society through Shri Hira Singh Pal, MLA, its Chairman on the other part, through the above mentioned authorised representative vide letter No. HLCHBS/89 dated 24th April, 1989 will be for a period of 99 years.
15. IN WITNESS WHEREOF the parties have put their signatures hereunder on the day and the year first above mentioned.

Sd/-
LESSOR

Deputy Commissioner , Shimla

Sd/-
LESSEE

Witnesses

1. Mohal Lal Verma Sd./-

2. Rajinder Singh Sd./-