

	<p style="text-align: center;"><b>भाखड़ा ब्यास प्रबन्ध बोर्ड</b>  मध्य मार्ग, सेक्टर 19-बी, चंडीगढ़-160019  0172-5011759, फ़ैक्स 0172-2549857</p>	 
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प्रेषक

सचिव

सेवा में

1. मुख्य अभियंता, भाखड़ा बांध, नंगल
2. मुख्य अभियंता, बीएसएल परियोजना, सुन्दरनगर
3. मुख्य अभियंता, ब्यास बांध, तलवाड़ा

क्रमांक 25715-26 /बी-1692/14/4-सि.

दिनांक 25.7.18

**विषय: BBMB's New Lease Policy, 2018 pertaining to private persons who are already occupying BBMB land and properties.**

In pursuance of the decision taken under Agenda Item No. 229.09 of BBMB's 229<sup>th</sup> meeting held on 24.5.2018 at Chandigarh, approval of the Bhakra Beas Management Board is hereby conveyed for "BBMB's Lease Policy, 2018" (copy attached) pertaining to private persons who are already occupying BBMB land and properties. This policy shall come into force with immediate effect. This is in supersession of all previous lease policies / instructions pertaining to lease of land to private persons who are already occupying BBMB land and properties.

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सचिव

संलग्न/उपरोक्त अनुसार

पृष्ठांकन क्रमांक

/बी-1692/14/4-सि.

दिनांक:

उपरोक्त की प्रति निम्नलिखित को सूचना एवं आवश्यक कार्रवाई हेतु प्रेषित की जाती है:-

1. मुख्य अभियंता, उत्पादन, बीबीएमबी, नंगल टाऊनशिप
2. मुख्य अभियंता, पारेषण प्रणाली, बीबीएमबी, चण्डीगढ़
3. मुख्य अभियंता, प्रणाली परिचालन, बीबीएमबी, चण्डीगढ़
4. वित्तीय सलाहकार एवं मुख्य लेखा अधिकारी, बीबीएमबी, चण्डीगढ़ को उनके अ.श.क्र. 388/डबल्यू/84/वोल्यूम-6/क्रमांक-2104 दिनांक 26.6.2018 के संदर्भ में
5. विशेष सचिव, बीबीएमबी, चण्डीगढ़
6. निदेशक/एचआरडी, बीबीएमबी, चण्डीगढ़
7. निदेशक/सुरक्षा, बीबीएमबी, चण्डीगढ़
8. वरिष्ठ विधि अधिकारी, बीबीएमबी, चण्डीगढ़
9. ईडीपी मैनेजर, बीबीएमबी, चण्डीगढ़, for uploading the same on BBMB's Website.
10. मास्टर फाईल

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संलग्न/उपरोक्त अनुसार

**BBMB LEASE POLICY - 2018****Background:**

A large number of BBMB's Lessees have been in arrears of lease money and other arrears for last many years. Many of the properties were leased by the Board as far back as in the year 1966 onwards. Many of the Lessees had raised construction over the leased land with their own resources. In the year 1995, the Chairman of the Board had declared a Lease Policy. That Lease Policy of 1995 however could not be made fully applicable. Thereafter Board issued the Lease Policies in the year 2010 and in 2013, but these Lease Policies also could not be implemented and remained more or less paper policies. Under the 1995 Policy, as many as 91 Lessees at Talwara entered into the fresh lease agreements with the Board. Though, it is another matter that arrears of lease are still recoverable from such Lessees right from the year 1995 onwards, besides there being lot of litigation pending on account of numerous defaults committed by the Lessees.

Number of legal cases at all possible forums are pending concerning the eviction proceedings etc. against the Lessees. So much so, even before the Estate Officer under PP Act, the execution proceedings for eviction are pending in large number of cases for want of requisite infrastructural and administrative support, in as much as Board's staff is unable to get the services of the District Administration for getting the unauthorised persons evicted from the premises. Considering all these factors, a comprehensive Lease Policy of BBMB (i.e. Lease Policy 2018) having following salient features is incorporated:-

- i) Under no circumstance, the payment of lease money by the Lessees should be compromised. It is matter of fact that mere eviction/payment of lease money does not change the status of un-authorized occupants as authorized Lessees. Lease Money is charged only in respect of use and occupation charges of the leased properties and arrears thereof must be recovered at the earliest without any delay.

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- ii) It is never in doubt that Board's status is legally recognized as that of Lessor, notwithstanding the fact that ownership of leased properties might be of another public identity viz. Partner States of the BBMB, as the case may be. However, Board as a lessor is fully entitled to Administer, Operate, Maintain and determine the lease and even recover back the possession of leased property from the Unauthorized/ Defaulters Lessees. It is essential that in all cases fresh lease agreements are executed reckoning the starting point of Lease as the year 1995 to bring uniformity, consistency and regularity. However, this shall not apply to such cases where Lease Agreements have already been executed w.e.f. the year 1995. This will be legally viable and tenable.
- iii) The period of the lease has to be 33 years, extendable further for another 33 years by the Lessor on the same terms and conditions with the Lessees. After the expiry of 66 years period, reckoning from the year 1995, leased land minus the structure shall revert back to BBMB or the Lessee may remove his structure and hand over the leased properties to the Board.
- iv) The lease shall reckon with recovery of an initial amount known as Premium Value or initial money. It shall be calculated by taking into components like total cost of land and period of lease, deducting the depreciation for construction. The total cost of land shall be worked out at the rate fixed by the concerned District Revenue Authority as prevalent in the year 1995, for the sake of uniformity.
- v) A person who is holding BBMB land/premises under a lease agreement duly executed with BBMB shall be considered as original allottee.

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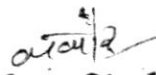
- ✓ vi) A person shall be considered as present occupant who is holding BBMB land/premises with the consent of original allottee (s) having legal documents such as power of attorney, lease agreement / agreement to sell, partnership deed etc. In case, the original allottee (s) has died, the cases of legal heirs in possession of the land/premises will be considered subject to their furnishing proof of being legal heirs.
- vii) The present occupant shall have to give an affidavit to the effect that he will hand over the premises to BBMB at his own risk and cost in case he fails to establish his right against the original allottee in any litigation between them. This will be one of the terms and conditions of the lease agreement to be executed between BBMB and the present occupant of BBMB premises.

**Premium value of land:-**

- viii) This is the land rate fixed by the concerned District Revenue Authority from time to time. The initial money payable by the allottee at the time of execution of lease shall be governed on the basis of prevailing rate. Wherever revenue rate of the area/colony is not available, the rate will be taken as the average of the District Revenue Rates of the plots (meant for shops) adjacent to the colony.

**Period of Lease and related charges:-**

- ix) The lessee will have the following option, which must be exercised within the time stipulated herein, but if the option is not exercised within a period of six months, then the concessions in rate of lease and interest shall not be available to him.
- The total period of lease shall be construed as 33 years from the date of initial agreement / lease reckonable w.e.f. the year 1995 onwards.

  
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The following table shall give the rates and terms of lease to the existing lessees:-

Sr. No.	Item	Option
(i)	Period of Lease	33 years (from the date of original lease - starting point 1995) to be extendable for 33 years by the Lessor on the same terms & conditions.
(ii)	Initial Money	This shall be Premium value of land fixed by the concerned District Revenue Authority as prevalent in the year 1995 to be calculated after considering ratio of commercial area and residential area and deducting cost of depreciation of construction.
(iii)	Payment terms of initial money	100% payable in advance Or 50% in advance and remaining 50% in 6 equal yearly instalments, payable in next six years along with simple interest @ 10% per annum.
(iv)	Annual Lease Money	<ul style="list-style-type: none"> <li>• 2.5% of the premium value up to First Floor with increase of 25% after every five years.</li> <li>• Additional 2% of the premium value for second floor with an increase of 25% after every five years.</li> <li>• Additional 2% of the premium value for Basement with an increase of 25% after every five years.</li> </ul>
(v)	Condition precedent	Clearing all arrears of outstanding lease money alongwith simple interest @ 8% p.a.

**Conditions precedent for entering into Lease Agreement:-**

i) **Additions & Alterations:-**

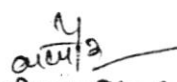
Buildings which are built up to first floor shall be considered for regularization in the normal course. The buildings which are built up to 2<sup>nd</sup> Floor can be considered for regularization by charging additional money as per Clause 7 of the Lease Policy subject to safety of building and foundation. Construction raised beyond 2<sup>nd</sup> floor shall have to be dismantled before the case of

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regularization/lease is considered. However, Basements already constructed shall be regularized subject to safety of structure including the adjoining building for which lessee shall have to submit sufficient documents/proofs about the safety of the building including Basement. The constructed area as on 31.12.2012 will be taken as the area occupied by the lessee and premium value will be worked out on this area accordingly.

ii) **Recovery of old charges/arrears pending against the lessee.**

- a) Recovery of charges/arrears up-to date will be made as per the rate provided in Lease Agreement(s)/other arrangements applicable at that time with simple interest @ 8 % per annum.
- b) For the intervening period between the execution of Lease deed or from the date of lease money outstanding, and up to execution of fresh lease, the recovery of pending lease money shall be made @ 2.5% of the premium value to be calculated on the prevalent D.C. Rates from time to time for each year. The lessee shall be called upon to pay the entire outstanding lease money within stipulated time from the date of new lease policy coming into effect. But for this purpose for first three months [after the notification of new lease policy] due notices and publications at conspicuous places shall have to be caused notifying and clearly intimating about the new lease policy having been notified, so that the lessees are made aware of the coming into force of the new lease policy of the Board. Thereafter a cut off date shall be fixed from which the lessees should be encouraged to pay the lease money in respect of outstanding arrears. The lessees should be told that if they pay the outstanding amount of lease money on one single payment basis or in instalments within a period of one year in which event, there shall be no penalty or interest on the arrears, which could be paid at the old rates of year to year

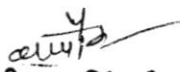
  
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lease continuing, after the expiry of the previous term of lease, with such year to year increase as originally notified by the Board in the previous lease policies from time to time.

- c) But after expiry of period of one year, there shall be 10% increase on the lease amount originally payable and the same shall also carry simple interest of 8%. Thereafter, if the arrears are not paid within a period of two years then there shall be an increase of 25% along with 8% simple interest on the arrears and lessees shall also be liable to face eviction under the Public Premises Act and further after two years the lessees shall be further liable to pay 100% increase with 8% simple interest in respect of arrears due prior to the coming into the force of new lease policy of 2018.
- iii) Encroachments made by the lessee, beyond covered area, as agreed by the concerned Chief Engineer or Estate Manager cum Officer, as the case may be, will have to be removed by the lessee himself before execution of the Lease Agreement.
- iv) The land, which affects the infrastructure facilities such as roads, paths, sewerage, water supply, green cover or any other public utility etc. will not be regularized and such type of encroachment, if any, shall have to be removed by the lessee himself before execution of the lease agreement.

#### **Transfer of plots/shops.**

Lessee can transfer the lease with the prior written permission of the lessor subject to payment of 1% of the premium value of the land, to be worked out based on rates of the concerned District Revenue authority prevailing at the time of transfer, as a token fee for first transfer and thereafter 5% for every subsequent transfer.

  
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**Conditions Post execution of lease.**

- i) Additions alterations and sub-letting done by lessee after execution of lease agreement within the leased out area without the approval of BBMB will invite extra charges to the tune of 10% of the Annual lease Money payable every year. In case of default, the lease will be cancelled and eviction proceedings under Public Premises Act, 1971 will be initiated.
- ii) Encroachment, if any, beyond the leased out area after 31.12.2018 will attract automatic cancellation of lease and eviction proceedings under Public Premises Act, 1971 will be initiated.
- iii) At the expiry of lease period, the lease holder(s) will return the land to the lessor inclusive of the immovable property on the land. Their cases for fresh lease will be considered as per policy/instructions of BBMB available at that time.

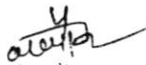
**Execution of new lease deeds.**

- i) There shall be cut off date of Twelve months for entering into lease agreement from the date of issuance of this approved policy for early bird incentive, meaning thereby, if the lessees enter into new lease deed and pay the outstanding amount of lease money on one single payment basis or in instalments within a period of one year in that event, there shall be no penalty or interest on the arrears, which could be paid at the old rates of year to year lease continuing, after the expiry of the previous term of lease, with such year to year increase as originally notified by the Board in the previous lease policies from time to time.
- ii) 10% concession on outstanding lease amount dues only shall be given if a lessee comes forward within the aforesaid six months and amount is deposited within six months of date of issuance of policy.

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- iii) If a lessee comes to execute lease deed after One year of date of issuance of Policy, in that event, he shall be charged additional 10% penalty over and above lease amount and premium value. This shall remain valid for a period of one year.
- iv) No lease agreement shall be entertained after Two years of issuance of this policy and in such event, the lessee shall become unauthorised occupant. The case(s) would be pursued in Court of law vigorously for recoveries and evictions.
- v) After the expiry of the period of two years from the date of issuance of the Policy if a lessee fails to enter into fresh lease deed with the Board, on the terms and conditions contained therein, in that event, the lessee will forthwith vacate the premises and hand over the vacant possession to BBMB - i.e. the Lessor, failing which, the lessee shall have to pay a sum of **Rs. 100/- per day** of the retention of leased premises beyond the lease period, which has since expired as per the lease deed. This shall be in addition to the regular monthly lease amount chargeable per month.

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