

**Government of Haryana**  
**Revenue & Disaster Management Department**

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From:

Additional Chief Secretary & Financial Commissioner to  
Government of Haryana  
Revenue & Disaster Management Department  
New Haryana Civil Secretariat  
Sector 17, Chandigarh

To

1. All the Administrative Secretaries to Government of Haryana
2. All the Divisional Commissioners in Haryana
3. All Deputy Commissioners in Haryana
4. All Sub-Divisional Officers (Civil), Haryana
5. All Tehsildars/ Naib Tehsildars in Haryana

Memo No. 1602-R-I-2014/10523

Chandigarh, Dated: 20 August 2014

**Subject: Government Policy for allotment of Government land for Social/ Religious/ Charitable Trusts/ Institutions for construction of places of worship/ Dharamshala/ Janjghar/ Community Centre etc.**

**1. Introduction:**

- 1.1 The Government has been receiving representations from various religious/ social & community groups/ charitable institutions for allotment of Government land for community purposes at various places in the State. Keeping in view that these religious/ social/ charitable groups fulfil a religious/ social/ community objective and complement the Government role in meeting the related infrastructure gaps to meet the needs and aspirations of people from these groups, the Government considers it important that such initiatives should be encouraged and considered proactively.
- 1.2 The Government also recognizes that the nature of facilities and services provided at such sites are generally not commercial in nature and, therefore, the need for allotment of government land, wherever available and feasible, in favour of such groups at concessional rates. While doing so, the Government also considers it necessary to ensure that such sites should continue to be used for the specified purpose and the facilities created therein should not at any stage should be allowed to be misused. Hence, the Government has decided to frame a policy in this behalf.

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**2. Policy Guidelines:**

The salient features of the Policy are as under:

- 2.1 The applicant agency should be a registered legal entity e.g. a Society registered under the Haryana Registration and Regulation of Societies Act, 2012; a Trust registered under the Indian Trust Act or a Not-for-Profit company registered as such under the Indian Companies Act.
- 2.2 The Government would consider allotment of land only at places where the government land is available and can be spared for the purpose after first meeting the Government needs. This policy does not entitle any body to demand allotment of land for the said purposes as a matter of right in any manner.
- 2.3 The Government shall allot the sites, wherever feasible, only where the access to such Community sites is from a minimum of 15 mtrs wide road/ street so as to ensure that the access to the site is congestion-free;
- 2.4 The Government land, wherever available and feasible, would be allotted on lease-hold basis on payment of upfront Lease Premium and, thereafter, payment of annual lease rentals as per the details given below:-

Sr. No.	Nature of facility	Area	Upfront Lease Premium	Period of Lease	Annual lease money
1	Religious sites – places of worship (Mandir, Gurudwara, Masjid, Church etc.)	1000 to 2000 sq. yards	10% of the Collector Rate as applicable at the time of allotment.	30 years in the first instance, renewable in blocks of 20 years each so long as the facility continues to be used for the specified purpose	Rupee 1/- per sq yard per annum, which may be suitably revised with every renewal of Lease
2	Community Dharamshalas/ Janjghars/ Hostels/ Community Centres etc.	2000 to 3000 sq yards	15% of the Collector Rate as applicable at the time of allotment.	30 years in the first instance, renewable in blocks of 20 years each so long as the facility continues to be used for the specified purpose	Rupee 1/- per sq yard per annum, which may be suitably revised with every renewal of Lease

- 2.5 The allottee agency shall be required to execute a Lease Deed with the concerned Deputy Commissioner/ authorised officer, containing the terms and conditions of lease grant and use of the site, which shall be duly registered in the office of the concerned Sub-Registrar, for which the Stamp Duty shall be payable by the allottee agency;
- 2.6 No person shall be denied the use of the facility created on the allotted site on grounds of religion, caste or creed.

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- 2.7 The buildings for the facility shall be constructed after getting the building plans approved from the competent authority. Proper parking facilities will be developed / made available by the allottee agency.
- 2.8 The site shall be used only for the purpose for which it is allotted and any violation on this account may entail resumption of the site by the Government without payment of any compensation to the allottee Agency. The allottee agency shall at all times maintain the facility and the surrounding area in good and clean conditions and fit for public use.
- 2.9 The allottee shall be required to make the facility operational within a period of 5 years from the date of offer of possession of the site, which may be extended further for a period not exceeding two years. The extension shall be permissible only where construction of the facility is under substantial progress at the time of completion of 5 years.
- 2.10 Wherever the site remains unutilized for a period of 5 years from the date of offer of possession, the said site shall be liable to be resumed and the upfront Lease Premium would be refunded to the agency without any interest and after deduction of 10% of the amount paid.
- 2.11 The annual lease rentals shall be payable by the 31<sup>st</sup> of March of the year for the Calendar Year. Any delayed payment would attract interest @ 15% per annum on the amount of default for the period of default. Non-payment of the annual lease rentals by 31<sup>st</sup> December, i.e. before the close of the Calendar Year, along with applicable interest, may entail resumption proceedings.
- 2.12 The allottee agency shall not be permitted to transfer the site in favour of any third party in any manner.
- 2.13 This Policy shall be applicable only in respect of the land in the ownership of the State Government/ its departments **and not** in respect of the land owned by the Urban Local Bodies/ Gram Panchayats/ HUDA/ HSIIDC/ Haryana State Agricultural marketing Board etc.
- 3. Process of applications and decision:**
- 3.1 Applications for allotment of any site under this policy shall be made by the applicant agency to the concerned Deputy Commissioner;
- 3.2 The Deputy Commissioner concerned shall get the credentials of the applicant duly verified and satisfy himself about the same;
- 3.3 The Deputy Commissioner shall assess the availability of land and certify that the subject land is not required for any Government office or any other government

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scheme and is available for allotment without any encumbrance. In case the land is in the name of a department other than that of the Haryana Government/ Provincial Government in the Revenue Records (which vests in the Revenue Department of the State), the Deputy Commissioner shall associate the concerned Head of Office of such department in the process.

- 3.4 Once the above steps are completed, the Deputy Commissioner shall get a site map prepared, showing therein its location map, the dimensions of the site, area, and the approach to the proposed site.
- 3.5 The Deputy Commissioner shall, thereafter, forward the application to the concerned Administrative Secretary for taking a decision in the matter. The concerned Administrative Secretary shall, in turn, obtain the orders/ approval of the Minister concerned and the Chief Minister.
- 3.6 Upon approval of the proposal, the concerned Administrative Secretary shall issue the allotment letter and designate an authorised officer in the field to receive the upfront Lease Premium from the applicant allottee and deposit the same in the appropriate receipt head of the Government, execute a Lease Deed with the authorised signatory of the allottee agency and hand over the possession of the site.
- 3.7 The concerned authorised officer in the field shall be responsible for monitoring the utilisation of subject land, its use for the specified purpose, and receipt of annual lease rentals.

#### **4. Lease Deed**

A copy of the standard Lease Deed, which shall be executed between the Deputy Commissioner/ authorised Head of Office on the one hand and the authorised signatory of the allottee agency on the other, and duly registered in the office of the concerned sub-registrar, is enclosed as **Annexure-1** to this Policy.

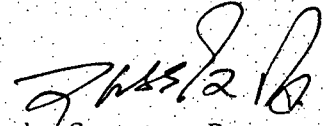
This policy is issued with the approval of the Council of Ministers in its meeting held on 17.08.2014.

Under Secretary Revenue (LR)  
for Additional Chief Secretary & Financial Commissioner to  
Government of Haryana  
Revenue & Disaster Management Department.

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A copy is forwarded to the Secretary, Council of Ministers, Haryana w.r.t. their U.O. No.9/265/2014-2 Cabinet dated 17<sup>th</sup> August, 2014 for information.



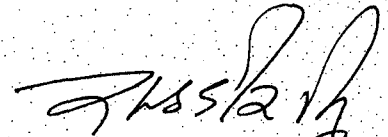
Under Secretary Revenue (LR)  
For Additional Chief Secretary & Financial Commissioner  
to Government of Haryana,  
Revenue & Disaster Management Department

To

The Secretary,  
Council of Ministers,  
Haryana (in Cabinet Branch).

U.O. No. 1602-R-I-2014/1593 Chandigarh, dated the 20-8-2014

A copy is forwarded to the Additional Chief Secretary to Government Haryana, Finance Department for information and necessary action.



Under Secretary Revenue (LR)  
For Additional Chief Secretary & Financial Commissioner  
to Government of Haryana,  
Revenue & Disaster Management Department

To

The Additional Chief Secretary to Government Haryana,  
Finance Department (in FG-II Branch).

U.O. No. 1602-R-I-2014/1594 Chandigarh, dated the 20-8-2014

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**Annexure-1**

**Specimen Lease Deed**

This Lease Deed is executed on this \_\_\_\_ day of \_\_\_\_\_ 201-\_\_ between the Governor of Haryana, acting through <the Deputy Commissioner \_\_\_\_> / <authorised officer of the concerned Department [give complete description]> of the First part,

and

< \_\_\_\_\_> [name and address of the Allottee Institution], registered as < \_\_\_\_\_>, having its registered office < \_\_\_\_\_>, acting through its authorised signatory, namely; <Sh./Smt. \_\_\_\_\_>, of the Second Part.

The above parties to this Lease Deed are referred to as the 'First' and the 'Second' Party hereinafter.

**Whereas**, the Government of Haryana has notified its Policy for allotment of Government land, for Social/ Religious/ Charitable Trusts/ Institutions, for construction of places of worship/ Dharamshala/ Janjghars/ Community Centres etc. vide its Memo No. \_\_\_\_\_ dated \_\_\_\_\_, for the benefit of general public;

**And whereas**, <name and particulars of the allottee agency>, the party of the Second Part applied for allotment of a piece of land measuring \_\_\_\_ sq yards, situated at \_\_\_\_\_ for the purpose of establishment of < state the purpose> at \_\_\_\_\_;

**And whereas**, the party of the First Part has agreed to allot a site measuring \_\_\_\_ sq yard, situated at \_\_\_\_\_, the particulars of which are specified in the **Schedule 'A'** appended hereto (hereinafter referred to as the 'said land'), in favour of the party of the Second Part for the purpose specified therein;

**And Whereas**, the Second Party has accepted the allotment of the said piece of land on the terms and conditions given below, -

**Now, therefore, it has been agreed by and between the parties hereto as under, -**

1. That the said land being allotted by the First Party shall be on lease hold basis for an initial period of thirty years commencing from the date of the Lease Deed. After the expiry of the initial lease period, it can be extended/ renewed for further blocks of twenty years each provided the land allotted by the First Party continues to be used by the Second Party for the specified purpose.

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Further, proper parking facilities for the visitors will be developed/ made available by the Second Party.

6. That the site shall be used only for the purpose for which it is allotted and any violation on this account may entail cancellation of lease deed by the First Party without payment of any compensation to the Second Party. The Second Party shall at all times maintain the facility and the surrounding area in good and clean conditions and fit for public use.
7. That the Second Party shall be required to make the facility operational within a period of five years from the date of offer of possession of the site, which may be extended further for a period not exceeding two years. The extension shall be permissible only where construction of the facility is under substantial progress at the time of completion of 5 years.
8. That in case the site remains unutilized for a period of 5 years from the date of offer of possession, the lease deed shall be liable to be terminated at the sole discretion of the First Party after giving a prior notice to the allottee agency and in that case the upfront Lease Premium would be refunded to the Second Party without any interest and after deduction of 10% of the amount paid.
9. That this lease deed shall be required to be registered with the concerned Sub-Registrar and all expenses related thereto including the stamp duty shall be payable by the Second Party.

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**Schedule 'A'**

(as referred to in Para \_\_\_\_).

**Description of Property**

Land measuring \_\_\_\_ Kanal \_\_\_\_ Marla ( \_\_\_\_ sq. Yards) situated in \_\_\_\_\_ on Rectangle No. \_\_\_\_\_ Khasra No. \_\_\_\_ and bounded as under:-

East \_\_\_\_\_

West \_\_\_\_\_

North \_\_\_\_\_

South \_\_\_\_\_

In Witness whereof the parties hereto have signed this deed on the day, month and year as mentioned hereinabove.

Witness:	for and on behalf of Governor of Haryana _____ Authorized Signatory (First Party)
Witness:	for and on behalf of M/s _____ _____ Authorized Signatory (Second Party)