

Allotment/Transfer of Built up Booths in any Sector on Lease/Hire Purchase basis in Chandigarh Rules, 1991

PUNJAB

India

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Rule

ALLOTMENT-TRANSFER-OF-BUILT-UP-BOOTH-INS-ANY-SECTOR-ON-LEASE-HIRE-PURCHASE-BASIS-IN-CHANDIGARH-RULES-1991

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Allotment/Transfer of Built up Booths in any Sector on Lease/Hire Purchase basis in Chandigarh Rules, 1991Published in the Chandigarh Administration Gazette, (Extraordinary), dated March 7, 1991/Phalgun 16, 1912No. 8/1/2-UTFI (4) (4) Hdq. 91/2253 - In exercise of the powers conferred upon him under section 22 of the Capital of Punjab (Development and Regulation) Act, 1952, the Administrator, Union Territory, Chandigarh is pleased to make the following rules for the allotment/transfer of built-up booths on lease/hire purchase basis (for 99 years) in Chandigarh, namely:-

1.

These Rules may be called the "Allotment/Transfer of Built up Booths in any Sector on Lease/Hire Purchase basis in Chandigarh Rules, 1991".

2.

They shall come into force at once.

3.

In these Rules unless the context otherwise requires:-(a)["Agreement" means an agreement in amended from "C" appended to these Rules.] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 11.2.1993.](b)"Allotment" means the grant by or on behalf of the Administration of a right of use and occupation of any booth to any person and the word "allottee" shall be construed accordingly.(c)["Competent Authority" means the Estate Officer or any other officer duly authorised by him in this behalf.] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 23.4.1993.](d)"Hand Cart" means a cart driven manually or by pedals and used for carrying articles for sales.(e)"Built up Booth" means structure of a specified design erected in the different rehri markets or any other Sector.(f)"Hawker Licence" means the licence issued under the Bye-laws for Regulation of Hawkers in Chandigarh, 1961.(g)"Trade" means specified trade as mentioned in Schedule "T" which may be revised from time to time by the Competent Authority. Change from eatables trade to the general trade and vice versa will not be permitted.

4.

Subject to the control of the Chief Administrator, Chandigarh, the competent authority shall be responsible for the maintenance and control of built up booths in any Sector for the realisation of premium and lease money and the eviction of persons occupying these booths. The Competent Authority shall have powers:-(a)To make the allotment/re-allotment of booths.(b)To receive all payments of money under the Rules.(c)To re-enter, re-take or resume possession of any booth whenever required or to order the removal of unauthorised occupants.(d)To prescribe form or register and licence for receipt and other record which he considers necessary.

5. Eligibility.

- The Competent Authority may allot a built up booth in the market in any sector to a person if:(a)he holds a valid hand cart licence as well as a driving licence and owns a hand cart on the date of issue of the Notification or the date as may be prescribed for the purpose.(b)he does not own a commercial site/shop in Union Territory of Chandigarh, Mohali or Panchkula in his own name or in the name of any member his family dependent upon him and the total family income from all sources does not exceed [Rs. 2500/- per mensem (Rupees two thousand and five hundred only)] [Substituted vide Chandigarh Gazette (Extraordinary) dated 11.2.1993.] for which he shall have to furnish an affidavit duly attested by the Executive Magistrate, Chandigarh to this effect.(c)he does not suffer from any contagious disease for which he shall furnish a medical certificate of fitness.

6.

The Competent Authority shall fix time and date for the actual shifting of persons who are allotted booths under the scheme from the rehri markets. The persons who are in possession of rehri/hawker licence shall invariably surrender their licence to the Licensing Officer forthwith.

7.

(a) The eligible persons shall within 10 days of the publication of such notice submit an application to the Licensing Officer/Competent Authority in [amended form "A" and amended form "B"] [Substituted vide Chandigarh Gazette (Extraordinary) dated 11.2.1993.], [appended to these rules. The form will be supplied by the Competent Authority on demand free of cost.] [Substituted vide Chandigarh Gazette (Extraordinary) dated 11.2.1993.] The applicant shall also furnish an affidavit in [amended form "A" and amended form "B"] [Substituted vide Chandigarh Gazette (Extraordinary) dated 11.2.1993] duly attested by the Executive Magistrate, Chandigarh affirming all facts which make him eligible for the allotment of built-up booths in different rehri markets. (b) The eligible person shall have to register himself for the allotment of booths after paying Rs. 100/- as registration fee to the competent authority. The eligible persons who are desirous of the allotment of booths shall have to complete 33% of the premium as determined by the competent authority on demand within a stipulated period as prescribed by the competent authority.

8.

Every allottee of the booth shall have to vacate the parking site in his possession in the rehri market and hand over its vacant possession within the period prescribed by the competent authority.

9.

The allotment of booths under these Rules shall be made to the eligible applicants by draw of lots.

10.

The applicants who are found successful after the draw of lots shall be issued allotment letters by the competent authority [in Form "E" appended to these rules] [Inserted vide Chandigarh Administration Gazette (Extraordinary) dated 11.2.1993.]. Every applicant shall be required to deposit the amount of security equal to the amount of 3 monthly instalments of premium apart from one instalment of premium which is payable in advance with the Estate Officer within fifteen days of the receipt of allotment letter. In case the allottee fails to deposit the aforesaid amount within the prescribed period his allotment shall be treated as cancelled.

11.

The amount of premium "Hire Money" as fixed by the Administration as well as the cost of construction of booths shall be recoverable in 144 monthly equated instalments together with interest at the rate of 16% per annum or in any other mode decided by competent authority.

12.

Every allottee of booth shall pay the monthly instalment of premium (rent) on or before the 10th day of the month following the month in which it falls due.

13.

The lease shall commence from the date of allotment and shall be for a period of 99 years. After the expiry of the said period of 99 years, the lease may be renewed for such further period on such terms and conditions as the Administration may decide. In addition to the premium, the lessee shall pay ground rent:-(I)(a)at the rate of 2½% per annum of the premium for the first 33 years.(b)at the rate of 3¾% per annum of the premium for the next 33 years.(c)at the rate of 5% per annum of the premium for the remaining 33 years.(II)The ground rent shall be payable annually on the due date without any demand from the [Estate Officer] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 23.4.1993] in addition to the monthly equated instalment of premium and interest.Provided that the [Estate Officer] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 23.4.1993] may for good and sufficient reason, extend the time for the payment of rent due upto six months on further payment of penal interest at the rate of 12% per annum.(III)If the ground rent is not paid by the extended date the lessee shall be liable to pay the penalty not exceeding 10% of the amount due which may be imposed and recovered in the manner laid in section 8 of the Capital of Punjab (Development and Regulation) Act, 1952 as amended from time to time:Provided that no order under this sub-clause shall be made unless the lessee has been given a reasonable opportunity of being heard.

14.

The lessee shall not assign his/her right in the lease and shall not sublet, transfer or otherwise part with in any manner, the possession of the booth or any part thereof. Partnership for running the business in the said booth shall be construed as subletting.

15.

[(i) A person who has been allotted a booth under the scheme shall not transfer by way of sale, gift, mortgage or otherwise his title or interest in the lease for a period of 15 years from the date of allotment on hire purchase basis. He shall execute hire purchase agreement in amended from "C" within the time prescribed by the competent authority and execute the lease deed in Form "D" after the expiry of fifteen years period from the date of allotment.Provided that nothing in this rule shall apply to the case where the booth is mortgaged to a nationalised bank for the payment of premium or for business purpose but in such case the first charge on the booth shall be retained by the Estate Officer, Chandigarh.] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 2.9.1993](ii)An allottee of a booth under these rules shall not be entitled to execute a General Power of Attorney or Special Power of Attorney in respect of affairs of booth in any manner except with the prior permission of Competent Authority.

16.

Booth shall be used exclusively for the purpose and trade for which it has been allotted and for no other purpose.

17.

The allottee shall not make any addition or alteration in the booth allotted to him/her.

18.

The allottee shall be individually and jointly responsible for the payment of expenditure on installation of water meter and water stand post or as decided by Competent Authority.

19.

The expenditure on the supply of electric connection shall be borne by the allottee and he shall pay electricity charges in accordance with the rules of Electricity Department, Chandigarh Administration.

20.

The allottee shall not keep or store empty packing cases or basket or goods or any other material on the road or projection of the booth or in the open space around the booth.

21.

The allottee shall at all times keep and maintain the booth in proper state of cleanliness to the satisfaction of the competent authority.

22.

The Competent Authority may through his officers and officials at all reasonable times, in a reasonable manner, enter in or upon any part of booth for the purpose or ascertaining as to whether the allottee has duly observed the conditions of allotment.

23.

The allottee shall abide by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the Rules framed thereunder from time to time. He shall also abide by the provisions of the Chandigarh Lease Hold of Sites and Building Rules, 1973 and conditions for the purpose contained in the allotment letter.

24.

After payment of Ist instalment of the premium and amount of security, the lessee shall execute a hire purchase agreement [amended form "C" appended to these rules] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 11.2.1993] in such manner as may be directed by the Competent Authority within 6 months from the date of allotment or within such extended period as the competent authority may for good and sufficient reasons permit and get the same registered with the Sub-Registrar, Chandigarh.

25.

The lessee shall bear and pay all expenses in respect of execution and registration of the hire purchase agreement/lease deed including the stamp duty and registration fee payable thereupon in accordance with the law in force at the time of the execution and registration.

26.

In case an instalment of premium (Rent/hire money) under clause 13(1)(II) is not paid by the 10th of the month following the month in which it falls due, a notice shall be served on the allottee calling upon him to pay the instalment together with the penalty which may be extended upto 10% of the instalment payable. If the payment is not made within 15 days or such extended period as may be determined by the competent authority but not exceeding 3 months in all from the date on which the instalment was originally due, the competent authority may cancel the lease and forfeit whole or part of the premium and the ground rent, if any, already paid in respect thereof which in no case shall exceed 10% of the total amount of the premium, interest and rent payable in respect of booth: Provided that no order cancelling the lease shall be passed unless a lessee has been given a reasonable opportunity of being heard.

27.

The order passed by the competent authority cancelling the lease of booth shall be appealable to the Chief Administrator, Chandigarh within 30 days from the date of issue of the order. A revision against the order passed by Chief Administrator in appeal shall lie to the Administrator of the Union Territory of Chandigarh, within 30 days from the issue of the order.

28.

The competent authority may impose any condition from time to time which it considers necessary for the achievement of the objective of these Rules.

29.

The "Chandigarh Allotment of Stalls in Day Market Rules, 1989" are hereby repealed. Amended Form "A" To [The Competent Authority] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 11.2.1993] U.T. Chandigarh. One copy of passport size photo duly attested by a Magistrate Ist Class to be pasted here. Subject : Allotment of built-up booth in Sector in lieu of site of Sector Rehri Market, Chandigarh. Sir, It is requested that the applicant may be allotted a built-up booth in Sector ... Chandigarh. Necessary particulars are given below:

1. Name (block letters)

2. Father's/Husband's Name:

3. Complete residential Address:

4. Permanent Address:

5. Particulars of the Rehri site allotted No. Sector Chandigarh.

6. Handcart/Licence No. Dated....

Two copies of passport size photos, duly attested by a Magistrate, Ist Class are also sent herewith. One copy of photo has been pasted above. The requisite affidavit is also enclosed. The undersigned has read and understood/made to understand the terms and conditions on which the booth is to be given on lease/hire purchase. I agree to abide by all these conditions as well as the rules made under the Capital of Punjab (Development and Regulation) Act, 1952 and Chandigarh Lease Hold of Sites and Building Rules 1973 as amended from time to time. Dated Signature/Thumb Impression of the applicant Amended Form "B" Affidavit I. ... son of ... resident of House No. Sector, Chandigarh, do hereby solemnly affirm and declare as under:-

1. That the particulars, given in my enclosed application are true and correct.

2. That I am the original/bona fide holder of Handcart Licence No. ... which is valid upto

3. That I do not own any commercial site, booth or any commercial building, industrial site/industrial shed/rehri site or rehri elsewhere in Chandigarh, Manimajra, Panchkula or Mohali and I have neither any interest in any such trade or business or any other Handcart licence within the Union Territory of Chandigarh. My spouse or any member of my family dependent upon me also do not own any commercial/Industrial/Rehri/Phari site or business in

Chandigarh. I am dependent on the rehri business exclusively.

4. That my monthly income from all sources does not exceed Rs. 2500/- (Rupees Two thousand and five hundred only).

5. That I am not employed anywhere in Government/Semi Government/Banking Service.

6. That I shall use the booth exclusively for the trade for which it is allotted to me and not for any other trade.

7. That I clearly understand that the allotment of booth is to be made on Hire Purchase/Lease Holds Basis for 99 years.

8. That I shall abide by the terms and conditions of the Scheme formulated/notified for the allotment of these booths and provisions of the Capital of Punjab (Development and Regulation Act), 1952 and the Chandigarh Lease Hold of Sites and Building Rules, 1973 as amended from time to time. I shall pay the premium/rent as is fixed by the Chandigarh Administration from time to time.

9. That I shall remove my articles from the site and shift to the booth allotted to me within the time fixed by the Estate Officer, Chandigarh in this respect.

10. That I shall pay monthly equated instalments of premium in advance by the 10th of each month. In the event of my failure to do so allotment of booth in my name is liable to be cancelled, besides the forfeiture of earnest money/security already paid by me. I shall be liable to be evicted from the booth and pay its rent along with damages if any, till my actual eviction. The rent/damage shall be recoverable in the same manner as arrears of land revenue.

11. That I shall execute the Hire Purchase Agreement/lease deed or any other document required by the [Competent authority] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 23.4.1993] Chandigarh at my cost and expense and all charges payable thereon including registration charges shall be borne by me.

12. That I shall not assign my right of lease directly or indirectly and shall not sublet said booth or enter into a partnership with any one else to run my business in the said booth.

13. That I undertake to clear all my dues/arrears of licence fee and site fee upto the period of occupation, if any on receipt of demand notice from the [Competent Authority] [Substituted vide Chandigarh. Administration Gazette (Extraordinary) dated 23.4.1993.] Chandigarh.

14. That I shall not alienate, transfer my rights or otherwise part with the possession of booth or any part thereof directly or indirectly for a period of 15 years without prior permission in written of the Estate Officer, Chandigarh and that too, on the payment of 50 per cent unearned increase in value of the booth.

Place Deponent Dated: Verification: I, the aforesaid dependent do hereby further declare that the particulars furnished above are true to best of my knowledge and nothing has been concealed therefrom. Deponent (To be attested by a Magistrate) Amended Form "C" Hire Purchase Agreement for Giving a Built up Booth on Lease/Hire Purchase Basis. This agreement is made on this day of ... between the President of India acting through Administrator, Union Territory, Chandigarh (hereinafter called the owner) of the one part and Shri son of Shri..... resident of, Chandigarh, hereinafter called the Hirer (which expression shall be unless inconsistent with the context includes heirS, successors and representatives) of the second part. Whereas the Built-up booth described in the schedule hereto annexed (hereinafter called the said built-up booth) and intended to be hereby given on hire is owned by the owner in full proprietary rights; And whereas the owner has agreed to give the said built-up booth on lease/Hire Purchase Basis. And whereas the hirer has agreed to hire the said built-up booth on lease/Hire Purchase Basis. Now, Therefore, this Agreement Witnesses as Follows: (1) The owner hereby demises to the hirer the said built-up booth to be held the same by the hirer, subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them. (2) The hirer shall be governed by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the rules made hereunder from time to time. (3) The hirer has paid a sum of Rs. ... as the instalment of the hire for the month commencing on ... in advance on the date of this agreement (the receipt whereof owner hereby acknowledges). The hirer shall hereinafter pay to owner for the use of the said built-up booth the total amount of rent determined under clause 11 of the scheme together with interest thereon at the rate of 15 per cent per annum in 144 monthly equated instalments on or before the 10th day of the following month in which it falls due. (4) In case the hirer pay to the owner punctually 144 monthly instalments as aforesaid, i.e. in all a sum of Rs. (Rupees... only) it shall be the option of the hirer to become the owner of the said built-up booth. But until the payment of the total sum of Rs. ... as hire is made the ownership of the said booth building shall remain vested in the owner and the hirer shall be deemed to be only a lessee thereof without any right to part with the possession of the said built-up booth. He shall have to execute a proper lease deed in the prescribed form and all expenses including registration etc. shall be borne

by the hirer.(5)In case the hirer desires to terminate this agreement prior to the payment of all the instalments of hire as aforesaid he shall give one month's notice in writing of his intention to the [Competent Authority] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 23.4.1993] Chandigarh by registered post. The hirer shall, however, be bound to pay all the instalments of rent due upto date.(6)In case the hirer makes default in the payment of the hire instalments, as agreed or any other charge due from him or fails to comply with any of the conditions contained in this agreement the owner may, after giving fifteen days notice, terminate the hiring. In that event the owner shall be entitled to resume and take possession of the said built-up booth and the hirer shall give free access to the owner such purposes and the owner shall not be liable to the hirer for action in any manner whatsoever. The owner, in such an event, shall also be entitled to recover from the hirer all the instalments of rent in arrears and to forfeit the amount of security deposited by the hirer under clause 10 of the scheme.(7)So long as the actual payment of the total of Rs. (Rupees) as hire and the payment of Rs. 100 for option to purchase is not made the said built-up booth shall remain the sole and absolute property of the owner and any transfer thereof or assignment of any right, title or interest therein or the creation of any mortgage, encumbrance or any other charges thereon by the hirer shall be void as against the owner unless it has been made with the previous consent in writing of the owner.(8)The said built-up booth shall not be liable to attachment or sale by any process under any law for the time being in force, otherwise than under the Capital of Punjab (Development and Regulation) Act, 1952.(9)The hirer shall pay all general and local taxes and cesses for the time being imposed or to be imposed in future on the said built-up booth by the competent authority.(10)The hirer shall not store empty packing cases or baskets or any goods or any other material on any roof or any projection of the said booth or on the open spaces around the same or any other place from where such goods or material may be visible from outside.(11)The hirer shall not make any addition or alteration of any sort in any part of the said built-up booth without the previous permission in writing of the owner.(12)No obnoxious trade shall be carried on or allowed to be carried on in the said built-up booth.(13)The hirer shall at all times keep and maintain the said built-up booth in a proper state of repair and cleanliness to the satisfaction to the owner or his officers and servants duly authorised by him in this behalf.(14)The hirer shall not sublet the said built-up booth or any part thereof or transfer directly or indirectly his rights against this agreement. Partnerships for running business in the said built-up booth shall amount to transfer of lease hold rights.(15)The said building shall be used only for the purpose of and for no other purpose.However, a change in trade may be allowed by [the Competent Authority] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 23.4.1993] Chandigarh on payment of conversion fee at the rate of Rs. 5000/- (Rupees Five thousand only) provided that such change shall be allowed only for the trades which are mentioned in the Schedule I appended to the scheme. The rate of the conversion fee can also be changed by the Government Chandigarh Administration from time to time.(16)The area in front of the said booth building shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than a public passage.(17)On the termination of this agreement, the hirer shall remove temporary structures and fixtures, etc. if any fixed by him and deliver vacant possession of the said built-up booth to the owner. In the event of default by the hirer in removing the temporary structures and fixtures etc. the owner shall at his option, have the right to remove the same and recover the cost of removal from the hirer or to dispose of the same without any liability to compensate the hirer in respect of the same.(18)The owner may, through his officers and servants, at all reasonable times and

in a reasonable manner after reasonable notice in writing, enter in and upon any part of the said built-up booth for the purpose of ascertaining that the hirer is duly observing the conditions of this agreement. Ordinarily 24 hours notice will be deemed to be reasonable notice.(19)On the termination of this agreement the hirer shall deliver vacant possession of the said built-up booth in its original state i.e. without any damage to the said built-up booth or fixtures and the cost of its damages, if any shall be recoverable from the hirer.(20)The owner shall have full right, power and authority at all times to do through his 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 and conditions and reservations herein contained and to recover from the hirer the cost of doing any such act or thing.(21)The hirer shall have to vacate the parking site in his own possession in the rehri market and hand over the vacant possession to the owner within the period prescribed. The Competent Authority shall fix time and date for actual shifting of persons who are allotted booths under the scheme from the Rehri Market. The hirer shall also surrender his rehri licence to Licensing Officer forthwith.(22)All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of the Chief Administrator, Chandigarh, acting as such at the time of reference. It will be no objection to such appointment that the arbitrator so appointed as a Government servant that he had to deal with the matter to which this deed relates in his official capacity and that in the course of his duties as such Government servant he has expressed views on all or any of the matters in dispute or difference. The award of such Arbitrator shall be final and binding on the parties to this agreement.(23)It is hereby agreed and declared that unless a different meaning shall appear from the context:-(a)the expression "Owner" used in these presents shall include, in addition to the President of India, the Central Government and in relation to any matter or thing contained in or arising out of these presents every person duly authorised to act or to represent the Central Government in respect of such matter or thing;(b)the expressions "Chief Administrator" and "Estate Officer" shall mean the officers so appointed by the Central Government under the provisions of the Capital of Punjab (Development and Regulation) Act, 1952;(c)the expression "hirer" used in these presents shall include in addition to the said his lawful heirs (permitted), successors/representatives/assignees, transferees, lessees and any person or person in occupation of the said built-up booth with the permission of [the Competent Authority] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 23.4.1993.] Chandigarh.(d)The expression "Scheme" used in these presents shall mean "Allotment/Transfer" of Built-up Booths in any Sector on Lease/Hire Purchase Basis in Chandigarh Rules, 1991 as amended from time to time andIn witness whereof the parties hereto have appended their respective signatures hereunder on the dates respectively mentioned under their signatures.Signature byfor and on behalf of the President of India, at Chandigarh acting under the authority of of 199... Estate Officer U.T. Chandigarh.Signed by.....the said hirer on the day of1993WITNESSESNameResidence SignatureOccupationNameResidence SignatureOccupation

Schedule

Sector	Size of site in marlas or description of the building	Number of site of building
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Estate Officer, ChandigarhForm "D"Lease for 99 yearsTHIS DEED of lease made this day of one thousand and nine hundred and ...BETWEEN THE PRESIDENT OF INDIA acting through the

Administrator, Union Territory, Chandigarh, which expression shall include his successors, legal representatives, assignees etc. (hereinafter called "The Lessor") of the one part and Shri/Miss/Smt. ..., son/daughter/wife of(hereinafter called the "Lessee") of the other part. Whereas the Lessee has applied to the Lessor for the grant of a lease of the built-up booth on hire purchase basis in lieu of Hand Cart/Licence No Site No ... in the approved rehri parking stand in Sector and executed hire-purchase agreement belonging to the Lessor has on the faith of the statements and representations made by the Lessee accepted such application and has agreed to demise the said booth to the Lessee on lease hold basis for 99 years in the manner hereinafter appearing on the expiry of hire-purchase period i.e. 15 years lease has requested for transfer of lease hold rights and deposited Rs. 100/- in addition to 144 monthly equated instalments, yearly ground rent or registration charges. And whereas the Lessee has paid the sum of Rs..... (Rs..... only) in 144 monthly equated instalments being the premium and interest. Now therefore this Deed of Lease witnesses that for the purpose of carrying into effect the said lease and in consideration of the covenants of the lease hereunder contained and of the said sum of Rs. ... (Rupees.... .. only) paid by the Lessee, the Lessor doth hereby demise upto the lessee all that booth being the built-up booth No.....Sector containing by a measurement an area of square yards/square metres or thereabout situated at Chandigarh together with all rights, easements and appurtenants whatsoever to the said booth belonging or pertaining to Hold the premises hereby demised unto the lessee for 99 years after the expiry of Hire Purchase period and thereafter to hold the same for such further period and on such terms and conditions as the lessor may decide and Yielding And Pay therefor yearly sent at the rate of 2½% of the premium for the first 33 years of the lease and at the rate of 3¾% of the premium for the next 33 years and at 5% of the premium for the remaining 33 years of the lease. The rent shall start accruing from the date of issue of allotment letter, namely, the day of ... one thousand nine hundred and and shall become due on the first anniversary of the date of issue of letter of allotment and be payable by the 10th day of the following month without any demand from [the Competent Authority] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 23.4.1993], Chandigarh. Subject always to the exceptions, reservations, covenants and conditions hereinafter contained that is to say as follows:-I. The Lessor excepts and reserves into himself all mines, minerals, coals, gold, washing, earth oils and quarries in or under the booth and full rights and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot or for any building for the time being standing thereon provided always that the lessor shall make reasonable compensation unto the lessee or all damages directly occasioned by the exercise of the rights hereby reserved for any of them. II. The Lessee for himself/herself, heirs, executors and Administrators and assigns covenants with the Lessor in the manner following, that is to say: (1) The Lessee shall pay without demand unto the Lessor the yearly rent hereby reserved within the time hereinbefore appointed and in the manner laid down in the Chandigarh Lease Holds of Sites and Building Rules, 1973. (2) The Lessee shall not deviate in any manner from the layout Plan or alter the Size of the building whether by sub-division, amalgamation or otherwise. (3) The Lessee shall not transfer or assign his rights in the building without the prior consent of [the Competent Authority] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 23.4.1993] for a period of 15 years. Such permission shall not be given until the Lessee has paid full premium and the rent due under the Lease unless in the opinion of [the Estate Officer] [Substituted vide Chandigarh Administration Gazette

(Extraordinary) dated 23.4.1993] exceptional circumstances exist for the grant of such permission and the proposed transferee undertakes to pay the balance of the premium and the rent in respect of this lease. Provided that in the event of the consent being given Lessor shall be entitled to claim and recover 50% of the unearned increase in the value (i.e. the difference between the premium paid and the market value) of the booth at the time of transfer or assignment and the decision of the Lessor in respect of the market value shall, subject to the Chandigarh Lease Hold of Sites and Building Rules, 1973 be final and binding. Provided further that the Lessor shall have the pre-emptive right to purchase the property after deducting 50% of the unearned increase as aforesaid. (4) The Lessee shall not assign his/her rights in the lease and shall not sublet, transfer or otherwise part with in any manner, the possession of the booth or any part thereof. Partnership for running the business in the said booth shall be construed as subletting. (5) The Lessor's right to the recovery of fifty per cent of unearned increase and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply, equally to an involuntary sale or transfer whether it be by or through an executing or insolvency Court. (6) Whenever the title of the Lessee in the plot is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects thereof. (7) Whenever the title of the Lessee in the tenement is transferred in any manner whatsoever the transferor and the transferee shall within three months of the transfer, give notice of such transfer in writing to the lessor. In the event of the death of the lessee the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the lessor. The transferee or the person on whom the title devolves, as the case may be, shall supply the lessor certified copies of the document(s) evidencing the transfer or devolution. (8) The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which may at any time hereafter during the continuance of this lease be assessed, charged or imposed upon the booth. (9) All arrears of rent and other payments due in respect of the booth thereby demised shall be recoverable in the same manner as arrears of land revenue. (10) The lessee shall in all respect comply with and be bound by the Punjab Capital (Development and Regulation) Building Rules, 1952, as amended from time to time and the rules made thereunder, and the conditions mentioned in the allotment letter as well. (11) The Lessee shall not without the written consent of the Lessor carry on, or permit to be carried in the booth any obnoxious trade or business whatsoever or use the same or permit the same to be used for any purpose other than mentioned in this lease deed or do or suffer to be done therein anything whatsoever, or which in the opinion of the Lessor may be nuisance, annoyance or disturbance to the Lessor and persons living in the neighbourhood or which may materially impair the utility or value of the property. (12) The lessee shall at all reasonable times grant access to the tenement to [the Competent Authority] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 23.4.1993] for being satisfied that the covenants and conditions herein have been and are being complied with. (13) The Lessee shall on the determination of this lease peaceably yield up the said tenement up to the Lessor. (14) In the event of the lease being cancelled, the lessor shall restore possession of the tenement in the condition in which he took the same at the commencement of the lease. If the lessee fails to hand over the possession of the tenement within the period prescribed [the Competent Authority] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 23.4.1993] shall be competent to take possession by himself or through his officers. III. If the yearly rent hereby reserved or any part thereof shall at any time be in arrears and unpaid within the period hereinbefore mentioned the lessee shall be liable to pay

penalty not exceeding 10% (ten per cent) of the amount due which may be imposed and recovered in the manner laid down in section 8 of the Capital of Punjab (Development and Regulation) Act, 1952, as amended upto date or if it is discovered that this lease has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud or if there has been in the opinion of the lessor, whose decision shall be final, any breach by the lessee or by any person claiming through or under him/her of any of the covenants or conditions contained herein, and on his/her part to be observed or performed, then and in any such case it shall be lawful for the lessor notwithstanding the waiver of any previous cause or right re-enter in respect of the booth hereby demised, to re-enter upon and take possession of the booth and fixtures therein and thereupon this lease and everything herein contained shall cease and determine and the Lessee shall not be entitled to any compensation whatsoever nor to the return of any premium paid by him/her; Provided that notwithstanding anything contained herein to the contrary, the lessor may without prejudice to his rights of re-entry aforesaid, and in his absolute discretion waive or condone breaches temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by him. IV. Neither forfeiture nor re-entry shall be effected until the lessor has served the lessee a notice in writing -(a) specifying the particular breach complained of, and (b) if the breach is capable of remedy requiring the lessee to remedy the breach, and the lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy and in the event of forfeiture or re-entry the lessor may in the discretion relieve against forfeiture on such terms and conditions as he thinks proper. V. In the event of any question, dispute or difference, arising under these presents, or in connection therewith (except as to any matter the decision of which is specially provided by these presents) the same shall be referred to the sole arbitration of the Chief Administrator or any other person appointed by him. It will be no objection that the arbitrator is a Government servant, and that he has to deal with the matters to which the lease relates; or that in the course of his duties as a Government servant he has expressed view on all or any of the matters in dispute or differences. The award of the arbitrator shall be final and binding on the parties. The arbitrator may, with the consent of the parties, enlarge the time, from time to time, for making or publishing the award. Subject as aforesaid, the Arbitration Act 1940, and the Rules thereunder and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. VI. All notices, orders, directions, consents or approvals to be given under this lease shall be in writing and shall be signed by such officer as may be authorised by the Chief Administrator and shall be considered as duly served upon the lessee or any person claiming any right to the booth if the same shall have been affixed to any building or shall have been delivered at or sent by post to the then residence, office or place of business or last known residence, office or place of business of the lessee or such person. VII. All powers exercisable by the lessor under this lease may be exercised by the Chief Administrator. The lessor may also authorise any other officer to exercise all or any of the powers exercisable by him under this lease. VIII. In this lease the expression "Chief Administrator" means the Chief Administrator for the time being, or, in case his designation is changed or his office is abolished, the officer who for the time being is entrusted whether or not in addition to other functions, with the functions similar to those of the Chief Administrator by whatever designation such officer may be called. The said expression shall further include such officer as may be designated by the lessor to perform the functions of the Chief Administrator under this lease. IX. In this lease the expressions "The Lessor" and "The Lessee" hereinbefore used shall, where the context so admits, include, in the case of the lessor his successors and assigns, and in the

case of the lessee his heirs, executors, administrators or legal representatives and the person or persons in whom the lease hold interest hereby created shall be for the time being be vested by assignment or otherwise.X. This lease is granted under the Capital of Punjab (Development and Regulation) Act, 1952, as amended by the Chandigarh Lease Hold of Sites and Building Rules, 1973 and Government Grants Act, 1895 (Act XV of 1895).In WITNESS WHEREOF SHRI for and on behalf of and by the order and direction of the lessor has hereunto set his hand and Shri/Shrimati ... the lessee has hereunto set his/her hand the day and year first above written.Signed by Shri... for and on behalf of and by Lessor in order and direction of the President of India (Estate Officer)(Lessor)in the presence of:

1. Shri

Signed by Shri/Shrimati... LesseeRegd. A.D.Form EUnion TerritoryChandigarh AdministrationNo.
Dated:ToSubject: Allotment of built-up booth at Chandigarh on Hire Purchase/Lease Hold
Basis.Memorandum

1. Reference your application dated for allotment of built-up booth.

2. The built-up booth details whereof are given below is hereby allotted to you on hire purchase/lease hold basis for 99 years on the terms and conditions mentioned herein.

Sector	Serial No. of booth	Area in sq. yards and dimensions	Premium Rs.	Yearly rent for first 33 years Rs.	Monthly Trade rent (Tentative) Rs.
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3. The lessee/hirer shall be governed by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952, the rules made thereunder and the provisions of the Chandigarh Lease Hold of Sites and Building Rules, 1973 as amended from time to time.

4. The terms and conditions of Hire Purchase Agreement shall be applicable from the date of allotment. The premium together with interest thereon at 16% per annum shall be payable in 144 monthly equated instalments, the first instalment being payable before the 10th of the following month from the date of allotment. Interest shall accrue from the date of allotment.

5. Monthly rent/hire (lease money) shall be remitted to [the Competent Authority] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 23.4.1993], Chandigarh either in cash or by demand draft payable to [the Competent Authority] [Substituted vide Chandigarh

Administration Gazette (Extraordinary) dated 23.4.1993], Chandigarh and drawn on any scheduled bank situated at Chandigarh. Payment by cheque shall not be accepted.

[5(a) Yearly ground rent (lease money) shall be remitted to the Estate Officer, Chandigarh either in cash or by demand draft payable to the Estate Officer, Chandigarh and drawn on any scheduled Bank situated at Chandigarh. Payment by cheque shall not be accepted.] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 23.4.1993]

5.

(b)The premium (cost of land and cost of construction) shall be realised from each licensee by the Competent Authority in the manner prescribed in para 4 above and provisions contained in Rule 10 of the "Allotment/Transfer of Built-up Booths in any Sector on Lease/Hire purchase basis in Chandigarh Rules, 1991". The allottee shall be required to deposit the amount of security equal to three monthly instalments apart from the instalment of premium which is payable in advance i.e. Rs. with the Competent Authority, within 15 days of the receipt of allotment letter. In case you fail to deposit the abovesaid amount within the prescribed period, your allotment shall be treated as cancelled.]

6. The booth has been given to you on Hire Purchase basis initially and after the expiry of Hire Purchase, the same shall be on lease hold basis for 99 years in the first instance. After the expiry of this period, the lease may be renewed on such terms and conditions as the Government may decide. In addition to the premium mentioned in para 2 and 4 mentioned above, the rent at the rate of 2% of the premium for the first 33 years shall be raised to 3¾ of the premium for the next 33 years and 5% of the premium for the remaining 33 years of the lease period.

7. In the event of non-payment of premium or rent by the 10th of the month following the month in which it falls due or such extended period as may be allowed but not exceeding six months in all from the date on which the instalment was originally due, a notice shall be issued to you show cause why the lease may not be cancelled and the site resumed and the amount already paid forfeited to the Government.

After considering the cause, if any, shown by the lessee, in pursuance of the aforesaid notice [the Competent Authority] [Substituted vide Chandigarh Administration Gazette (Extraordinary) dated 23.4.1993] may either allow payment of instalment/rent with penalty which may extend to 100% of the amount due or order cancellation of lease and forfeit the whole/part of the amount already paid.

- 8. You shall have to execute a hire purchase agreement on the requisite non-judicial stamps paper within the time prescribed the [the Competent Authority] [Substituted vide Chandigarh Gazette Administration (Extraordinary) dated 23.4.1993], Chandigarh in such manner as may be directed by him. The stamp duty leviable would be according to prevalent rates and all other expenses in respect of the execution/registration of hire-purchase deed shall be borne by you. The lease deed on non-judicial stamp papers is to be got typed in triplicate keeping the carbon copies on judicial paper. The reverse page of the Non-Judicial Stamp Paper is to be left blank. It shall be executed after the expiry of 15 years period to be reckoned from the date of allotment.**
- 9. You shall not be entitled to transfer the building or alienate your lease hold rights or title in any manner whatsoever including giving the booth on monthly rent for a period of 15 years. Such permission shall be given, only after the lessee has paid full premium and rent due under the lease for the building in 144 monthly equated instalments and after expiry of 15 years from the date of allotment. The partnership for carrying business in the said booth shall tantamount to transfer which is not permissible.**
- 10. No fragmentation of the building or amalgamation of building shall be permitted.**
- 11. You shall pay all fee or taxes which may be levied or assessed on the building under any law.**
- 12. The built-up booth shall be used only for the residential purpose for which it has been leased.**
- 13. In the event of default, breach or non-compliance of any of the conditions of lease, the lease may be cancelled and the house resumed and the whole/part amount paid to Government towards the premium/rent of the tenement may be forfeited to the Government.**
- 14. In all correspondence on the subject, you should quote file No. which is in your casein order to facilitate early attendance to your correspondence. Payment of premium rent will be deemed to have been made only on the date when necessary particulars are supplied to [the Competent Authority]**

[Substituted vide Chandigarh Gazette (Extraordinary) dated 23.4.1993] in writing.

15. The right of use of side wall of the end sites including right of display of advertisements and the benefits derived therefrom shall vest in the Government. The lessee shall not fix any posters, hand bills on any part of the buildings/verandah, or shall allow any other person to do so.

16. You shall not be allowed to store empty packing cases/boxes etc. or likewise material on the roof of the building or on open spaces around it.

17. The covered passages in front or on sides of the building shall not be encroached upon or used for any purpose other than public passage. The lessee shall neither park cycles/scooters or other vehicles in the verandah nor allow the parking of the same by another person.

18. Water connection in Booth will not be allowed.

19. In the case of building leased for "General Trade" the trade in which use of fire, cooking or manufacturing or repair of furniture, car or cycle, sale of fruit or vegetables or fish or any trades which may cause an obstruction in the Public passage or any obnoxious trade are not allowed.

20. The terms and conditions of this allotment letter shall be in addition to the provisions of Capital of Punjab (Development and Regulation) Act, 1952, and the rules made thereunder which shall be binding on the lessee.

21. The lessee/hirer shall shift within the time fixed by the competent authority from the present site and also remove belonging immediately, otherwise the allotment is liable to be cancelled.

22. Letter authorising you to take possession of booth leased to you is enclosed.