

## **Allotment/Transfer of Booths on lease-hold basis in Chandigarh Scheme, 1977**

PUNJAB

India

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### **Rule**

### **ALLOTMENT-TRANSFER-OF-BOOTH-ON-LEASE-HOLD-BASIS-IN-CH of 1977**

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Allotment/Transfer of Booths on lease-hold basis in Chandigarh Scheme, 1977Published vide Notification U.T. Gazette Extraordinary Dated 30.5.1977 Pages 194-202No. 631-UTFI(5)-77-3855. - Whereas a number of persons who had been unauthorisedly running shops of various kinds in the Nehru and Shastri Markets, Sector 22, and in Mig Cabins in Sectors 31 and 47 Chandigarh, were temporarily rehabilitated in transit sites in Sector 34-C.And whereas the land in sector 34-C is required for purposes committed in the Master plan;Now, therefore, in order to help in the resettlement of such shopkeepers, the Chief Commissioner, Chandigarh in exercise of the powers conferred by section 3 of the Capital of Punjab (Development and Regulation) Act, 1952, is pleased to make the following scheme for the allotment/transfer of Booths on lease-hold basis for 99 years in Chandigarh namely:-

#### **1.**

The scheme, may be called the Allotment/Transfer of Booths on lease-hold basis in Chandigarh Scheme, 1977. It shall come into force at once.

#### **2.**

In this scheme, unless the context otherwise requires:-(a)"Estate Officer" means an Officer appointed as such by the Chief Commissioner, Union Territory, Chandigarh, under the Capital of Punjab (Development and Regulation) Act, 1952, or any other officer upon whom the powers of the Estate Officer have been or are conferred by the Chief Commissioner, Chandigarh.(b)"Lease" means,

the transfer by or on behalf on the Chandigarh Administration of the right to use and occupation of any booth to any person and the term "Lease" shall be construed accordingly. (c) "Lease Deed" means a deed in form "B" appended to his Scheme. (d) "Premium" means the price paid or promised to be paid for the transfer of right to use the booth.

### 3.

The Estate Officer subject to the control of Chandigarh Administration shall be responsible for the realisation of premium and ground rent and eviction of persons occupying the booths. The Estate Officer shall have the powers:-(a) to make the allotment of booths; (b) to receive all payments of money under his scheme; (c) to re-enter, re-take or resume possession of any booth whenever required or to order removal of persons in unauthorised occupation of the booth; (d) to issue notices to the lessee/transferees/occupants of booths or in connection with the recovery of premium alongwith interest, ground rent, electricity charges or any other dues for enjoyment, re-entry or retaking possession of booths or for the breach of any other terms and conditions of lease by them; and (e) To prescribe forms, registers, receipts and any other records considered necessary:-

### 4.

(1) The allotment/transfer of booths on lease-hold basis shall be made:-(i) to the shop-keepers of the Nehru and Shastri Markets, Sector 22-C, Chandigarh, or (ii) to the shop-keepers of Mig Cabin in Sectors 32 and 47, or (iii) to the shop-keepers squatters of Bajwara who were rehabilitated temporarily in the Transit Sites, Sector 34-C, Chandigarh. (iv) [ To the sub-lessees of the original lessees of temporary booth sites as mentioned in clause (i) to (iii).] [Clause (iv) added vide Chandigarh Administration notification dated 28.5.1990.] (2) The allotment/transfer of booths shall be made subject to the following conditions namely:-(a) The applicant must himself be running to shop in the Transit Site, Sector 34. Mere ownership unless accompanied by actual physical possession of temporary building/structure shall not be sufficient to make a person eligible for alternative booths. (b) There are no arrears to rent outstanding against such person. The lease in his favour has not been terminated except under the this scheme. The Estate Officer shall, however, terminate all subsisting leases by serving upon the lessee 15 days' clear notice. (c) Application for allotment is made in accordance with the provisions of this scheme within the time allowed in this behalf or within such time as the Estate Officer permits in this behalf for good and sufficient reasons. (d) The person does not own whether on free-hold or lease-hold basis a commercial site/building in Union Territory, Chandigarh either in his own name or in the name of his wife or any dependent member of his family.

### 5.

A person running the trade of Kabari in the temporary market of Sector 34-C shall not be allotted booths under this scheme unless the changes the said trade into a General Trade. In case he does not change his trade at the time of application he shall be shifted to a suitable site in the "Kabari Market".

**6.**

The Estate Officer shall fix time and date for the actual shifting of the shopkeepers of the transit site, Sector 34-C, and shall publish a notice to this effect.

**7.**

The eligible person shall furnish an application to the Estate Officer in form "A" appended to this scheme which will be supplied by Estate Officer on demand free of cost within 10 days of the publication of the notice. He shall also furnish an affidavit duly attested by a Magistrate Ist Class/Oath Commissioner affirming all facts which make him eligible for allotment of a booth.

**8.**

Every lessee of temporary site/sites in transit site, Sector 34-C shall have to vacate the site within 30 days of the allotment of booth. He shall have to remove the malba and his belongings from the site at his own expense within the prescribed period. Any person who fails to vacate the site during the time specified in this behalf, shall be removed according to law.

**9.**

The allotment of booths available in Sectors 7, 29, 30 and 35 shall be made to the applicants found eligible under this scheme by draw of lots.

**10.**

The eligible applicants who are found successful after the draw of lots shall be issued allotment letter by the Estate Officer, Chandigarh in the prescribed form appended to this scheme. They shall be required to deposit, the amount of security equal to the amount of three equated monthly instalments of premium plus one more instalment of premium in advance with the Estate Officer, Chandigarh within 15 days of the receipt of allotment letter in case the allotment of booths are acceptable to them. In case an allottee fails to deposit the aforesaid amount within the prescribed period, his allotment shall be treated as cancelled.

**11.**

The amount of premium as determined/fixed by the Government as well as the cost of construction of booths shall be recoverable in 144 monthly equated instalments together with interest accrued thereon at the rate of 7 per cent per annum.

**12.**

Every lessee of booth shall pay the monthly instalments of premium on or before the 10th of the month following the month in which it falls due according to the English calendar.

**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 and on such terms and conditions as the Government may decide.

**14.**

In addition to the premium in respect of the booth site, the lessee shall pay ground rent as under:- (i)(a) at the rate of 2½ per cent per annum of the premium for the first 33 years. (b) at the rate of 3¾ per cent per annum of the premium for the next 33 years. (c) at the rate of 5 per cent per annum of premium for the remaining 33 years. (ii) Rent shall be payable annually on due date without any demand from the Estate Officer. Provided that the Estate Officer may for good and sufficient reasons extend the time for payment of rent upto six months on the whole on further payment of additional 7 per cent per annum interest on the amount remaining unpaid from the due date upto the date of actual payment. (iii) If rent is not paid by the extended date, the lessee shall be liable to pay the penalty not exceeding 100 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 by Act No. 17 of 1973.

**15.**

The lessee shall not assign his rights of lease and shall not sublet or otherwise transfer or part with possession of the booth or any part thereof.

**16.**

A person has been allotted a booth under the scheme shall not transfer his rights of the lease in respect of it for a period 15 years from the date of allotment.

**17.**

Booth shall be used exclusively for the trade for which it has been allotted and not for any other purpose.

**18.**

The allottee shall not make any additions or alterations in the booth allotted to him.

**19.**

The allottee shall conform to the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the rules framed thereunder.

**20.**

After payment of first instalment of the premium and amount of security the lessee shall execute a lease Deed in Form "B" in such manner as may be directed by the Estate Officer within six months of the date of allotment or within such further period as the Estate Officer may, for good and sufficient reasons, allow.

**21.**

The lessee shall bear and pay all expenses in respect of execution and registration of the Lease Deed including the stamp duty and registration fee payable therefor in accordance with the law in the force at the time of execution and registration.

**22.**

In case an instalment of premium under Rule 21 is not paid by the tenth 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 within fifteen days together with penalty which may extend to ten per cent of the instalment payable. If the payment is not made within the said period or such extended period as may be determined by the Estate Officer, but not exceeding two months in all from the date on which the instalment was originally due, the Estate Officer shall cancel the lease and proceed to recover the outstanding amount as an arrears of land revenue. Form 'A' Application for allotment of a building site/building in Chandigarh To The Estate Officer (Competent Authority), Chandigarh Administration. Sir, I/We ----- request that I/We may be allotted on 99 years lease-hold basis the building as stated below in Chandigarh:-

Sector	Size of site in Marlas or description of building	Number of site or building
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**2. I/We am/are the bona fide shop-keepers of transit sites, in Sector 34-C and enclose herewith affidavit to this effect duly attested by a Magistrate of First Class. I/We do not own any commercial site/building in Chandigarh in my/our name or in the name of any members of my/our family,**

**3. Enclosed herewith is the amount of Rs. ----- as earnest money, in the form of Demand Draft payable to the Estate Officer and drawn on ----- Bank situated at -----**

**4. Mr/Our profession(s) is/are -----**

**5. I/We will pay the premium in prescribed instalments.**

**6. I/We have read and understood the terms and conditions on which the building is to be given on lease and I/We agree to abide by all these conditions as well as the rules under the Capital of Punjab (Development and Regulation) Act, 1952.**

Signature(s) .....(Block letters)

Name(s).....DatedAddress

.....AffidavitI, ..... son of ..... resident of House No. ...., Sector ....., Chandigarh, do hereby solemnly affirm and declare as under:-

**1. That I shall not sublet or transfer my rights under this lease directly or indirectly for the built-up booth allotted to me in Sector ....., Chandigarh.**

**2. That I shall use the site for the trade for which it has been allotted.**

**3. That I shall abide by the terms and conditions of the lease and the provisions of the Capital of Punjab (Development and Regulation), Act, 1952 and the rules and amendments made thereunder.**

**4. That I do not own any property in my name and that of any member of my family.**

DeponentDatePlace.VerificationI, ..... son of ..... the above named deponent do hereby solemnly affirm and declare that my above affidavit is true to the best of my knowledge and belief and no part of it is false nor anything is concealed.Deponent.FormToSubject:- Allotment of booth at Chandigarh on lease Hold Basis.Memorandum

**1. Reference your application dated ..... for a booth.**

**2. A booth details whereof are given below is hereby allotted to you on lease-hold basis on the terms and conditions mentioned hereinafter:-**

Sector	Serial No. of booth	Area in Sq. Yards and Dimensions	Premium	Yearly rent for first 33 years	Trade
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**3. The lease shall be governed by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952, and rules made thereunder.**

**4. The lease shall be deemed to have commenced from the date of allotment. In case, it is intended to pay the premium in instalments the premium with interest thereon at 7 per cent per annum shall be payable in 144 monthly 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. However, no interest shall be payable if the said 75 per cent balance of the premium is paid in full within 30 days of the date of allotment.**

**5. The area and dimensions as shown above and as given in the respective layout plan is subject to variation at the time of delivery of physical possession of the site. The lessee shall be bound to pay pro rata premium, only for the site the possession of which is actually or symbolically delivered to him.**

**6. Each instalment shall be remitted to the Estate Officer whether in cash or by demand draft payable to the Estate Officer, and drawn on any Scheduled Bank situated a Chandigarh. Payment by cheque shall not be accepted.**

**7. In the event of non-payment of any instalment 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 three months in all from the date on which the instalment was originally due, a notice shall be issued to you to 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 Estate Officer 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. (a) The site has been given to you on lease-hold basis for 99 years in 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 above, rent at the rate of 2½% of the premium for the first 33 year shall be payable every year which shall be raised to 3¾% of the premium for the next 33 years and to 5% of the premium for the remaining 33 years of the lease period.**

(b) The rent will start accruing from the date of allotment, the first instalment being due after the expiry of one year from the date of allotment and shall be payable by the 10th day of the month in which it falls due.

**9. You shall have to execute a lease deed within six months from the date of allotment in the prescribed proforma in such manner as may be directed by the Estate Officer. The stamp duty leviable would be according to prevalent rates and all expenses in respect of the execution/registration of lease 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 Papers is to be left blank.**

**10. A letter authorising you to take possession of the booth leased to you is enclosed.**

**11. The lessee will not be entitled to transfer the building without the prior permission of the Estate Officer 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 for the site unless in the opinion of the Estate Officer exceptional circumstances exist for the grant of such permission.**

In the case of transfer 50 per cent of the un-earned increase in the value, i.e. the difference between the premium paid and the market value of the building at the time of transfer shall be paid to Government before registering such sale or transfer. The market value of the property for this purpose shall be assessed by the Estate Officer or such other authority as may be prescribed by the Chief Administrator. The lessee shall be entitled to produce his evidence and of being heard. The decision of the Estate Officer or the prescribed authority shall be final and binding on the lessee.

**12. No fragmentation of the building or amalgamation of building shall be permitted.**



**13. You shall pay all fee or taxes which be levied or assessed on the building under any law.**

**14. The booth shall be used only for the purpose of ..... for which it has been leased.**

**15. In the event of default, breach or non-compliance of any of the conditions of lease, the lease may be cancelled and the booth resumed and the whole/part amount paid to Government towards the premium/rent of the booth may be forfeited to Government.**

**16. A booklet containing the Capital of Punjab (Development and Regulation) Act, 1952, the Punjab Capital (Development and Regulation) Building Rules, 1952, the Chandigarh Lease Hold of Sites and Building Rules, 1973 can be had on payment from this office.**

**17. In the correspondence on the subject, you should quote file No. which is ----- in your case in 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 Estate Officer in writing.**

**18. 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, nor shall allow any other person to do the same.**

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

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

**21. Water connection of booth will not be allowed.**

**22. In the case of building leased for 'General Trade' the trades 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.**

**22. The terms and conditions of the 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.**

Form 'B' Chandigarh Administration Lease for 99 Years This Deed made this ..... day of ..... one thousand and nine hundred and ..... between the President of India (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, belonging to the Lessor, hereinafter described, and the Lessor has on the faith of the statement, and representations made by the Lessee accepted such application and has agreed to demise the said Booth to the lessee in the manner hereinafter appearing. And whereas the Lessee has paid/agreed to pay the sum of Rs. .... (Rs. .... only) being the premium; Now this Deed witness that for the purpose of carrying into effect the said lease and in consideration of the covenants of the Lessee hereunder contained and of the said sum of Rs. .... (Rupees .... only) paid by the lessee (A) as premium (the receipt of which the Lessor hereby acknowledges) and the undertaking of the Lessee to pay the balance premium in 144 monthly instalments together with interest at the rate 7 per cent per annum from the date of issue of allotment letter, the first instalment being payable on the day of ..... (B), and the rent hereinunder reserved and of the covenants of the lessee hereunder contained, the Lessor both hereby demise unto the lease all that booth being the residential/commercial/industrial plot No. ...., Sub- Sector ....., Sector ....., containing by a measurement an area of ....., Square yards/Meters or thereabout situate at ..... which plot is more particularly described in the plan filed in the office of Estate Officer, Chandigarh signed by the Estate Officer, Chandigarh on the ....., day of ....., One thousand nine hundred and ....., together with all rights, easements and appurtenance whatsoever to the said booth belonging or permitting to hold the premises whereby demised unto the lessee for 99 years from the date of allotment and hereafter to hold the same for such further period and on such terms and conditions as the lessor may decide and YIELDING AND PAYING therefor yearly rent at the rate of 2½% of the premium for the first 33 years of the lessee and at the rate of 3¾ of the premium for the next 33 years and at the rate of 5% 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. Subject always to the exceptions, reservations, covenants and conditions hereinafter contained that is to say as follows:-

**1. There Lessor excepts and reserves unto himself all mines, minerals, coals, gold washing, earth oils and quarries in or under the booth and full rights and power 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 having 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 for all damages directly occasioned by the exercise of the rights hereby reserved or any of them.**

**2. The Lessee for himself, heirs, executors and Administrators covenants with the Lessor in the manner following, that is to say:-**

(i)The Lessee shall pay without demand unto the lessor the yearly rent hereby reserved within the time hereunder appointed and in the manner laid down in the Chandigarh Lease Hold of Sites and Building Rules, 1973.(ii)The Lessee shall not deviate in any manner from the layout Plan nor alter the size of the building whether by sub-division, amalgamation or otherwise.

**3. The Lessor shall not transfer or assign his rights in the building without the prior consent of the Estate Officer for a period of 15 years. Such permission shall not be given until the Lessee had paid full premium and the rent due under the Lease unless in the opinion of the Estate Officer exceptional circumstances exist for the grant of such permission and 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 the 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 Lessor's right to the recovery of fifty per cent of the 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.**

**5. Whenever the title of the lessee in the plot is transferred in any manner whatsoever the transferee shall be bound to all the covenants and conditions contained herein and be answerable in all respects therefor.**

**6. Whenever the title of the Lessee in the plot 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 documents evidencing the transfer of devolution.

**7. The Lessee 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 lessee be assessed, charged or imposed upon the booth.**

**8. All arrears of rent and other payments due in respect of the booth thereby demised shall be recoverable in the same manner as arrears in land revenue.**

**9. The Lessee in all respects 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.**

**10. The Lessee shall not without sanction or permission in writing of the proper authority erect any building or make any alteration or addition to building of the booth.**

**11. The Lessee shall not without the written consent of the Lessor, carry, or permit to be carried on, on the booth any 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 a nuisance, annoyance or disturbance to the Lessor and persons living in the neighbourhood.**

**12. The lessee shall at all reasonable times grant access to the booth to the Estate Officer for being satisfied that the covenants and condition herein have been and are being complied with.**

**13. The Lessee shall on the determination of this Lease the peaceably yield up the said booth unto the Lessor.**

**14. In the event of the Lease being cancelled, the Lessor shall restore possession of the booth 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 booth within the period prescribed, the Estate Officer 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 100% (One hundred 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 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 shall have 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 of any of the covenants or conditions contained herein and on his 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 for re-entry upon the building hereby demised and the building thereon to re-enter upon and take possession of the booth and the buildings and fixtures thereon, and thereupon this lease and everything herein contained shall cease and determine and the lessee shall not be entitled to compensation whatsoever nor to the return of any premium paid by him. Provided that notwithstanding anything contained herein, to the contrary, the lessor may without prejudice to his rights of re-entry aforesaid, and in the 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. No forfeiture 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 re-entry the lessor may in his 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 difference. The award of the arbitrator shall be final and binding on the parties. The arbitrator may, with consent of the parties, enlarge the time, from time to time, for making and

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 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 of business or the lessee of 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 entrusted whether or not in addition to other 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. The expressions 'The Lessor' and 'The Lessee' herein before 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 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 and Government Grants Act, 1895 (Act XV of 1895). IN WITNESS WHEREAS SHRI ----- for and on behalf of and by the order and directions 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 ----- Lessor (Estate Officer). for and on behalf of and by the order and directions of the President of India (Lessor) in the presence of: - Shri ----- Signed by Shri/Shrimati ----- (Lessee). in the presence of

**1. Shri -----**

**2. Shri -----**