

Allotment/Transfer of built up Booths on lease hold basis in Chandigarh Scheme, 1993

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No. UT 11(5)-92/1481-A- - Whereas a number of persons had been unauthorisedly running shops of various trades adjoining to Attawa village now Sector 42-B and Sector 43-A, Chandigarh :

And whereas the land in Sector 42-B and Sector 43-A (Attawa Village) was required for the purposes committed in the Master Plan ;

Now, therefore, in order to help in the resettlement of such shopkeepers, Administrator, Union Territory, 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 built-up Booths on lease hold basis for 99 years in Chandigarh, namely :-

1. (i) This scheme may be called the Allotment/Transfer of built up Booths on lease hold basis in Chandigarh Scheme, 1993.

(ii) It shall come into force at once.

2. In this scheme, unless the context otherwise requires :-

- (a) "Competent Authority" means the Estate Officer or any other officer duly authorised by him in this behalf.
- (b) "Lease" means the transfer by or on behalf of the Chandigarh Administration of the right to use and occupation of any built up booth to any person and the terms "Lessee" shall be constructed accordingly.
- (c) "Lease Deed" means a deed in Form "B" appended to this scheme :
- (d) "Premium" means the price paid or promised for the transfer of lease right to use the booth. The amount of premium shall be determined by the Chandigarh Administration.

3. The Competent Authority subject to the control of the Chandigarh Administration shall be responsible for the realisation of premium and ground rent and eviction of unauthorised persons occupying the built up booth. The Competent Authority shall also have the powers :-

- (a) To make the allotment of built-up booth ;
- (b) to receive all payments of money under this scheme ;
- (c) to re-enter, re-take or resume possession of any built up booth whenever required or to order removal of person in unauthorised occupation of built-up booth ;
- (d) to issue notices to the lessees/transferees/occupants of booth for or in connection with the recovery of premium along with interest, ground rent, or any other dues, for ejection, re-entry or re-taking possession of booth for the breach of any other terms and conditions of lease by them ; and

(e) to prescribe forms, registers, receipts and any other record considered necessary.

4. The allotment/transfer of built-up booth on lease hold basis shall be made to the shopkeepers of Attawa market (now Sector 42-B and Sector 43-A), subject to the following conditions, namely :-

- (a) The applicant himself had been running a shop in Attawa and his name is included in the survey list ; which was conducted at the time of demolition in the year 1986-87.
- (b) The person does not own, whether on free hold or lease hold basis commercial site/building in the Union Territory, Chandigarh, either in his own name or in the name of his wife or any dependent member of his family.
- (c) Application for allotment is made in accordance with the provisions of the Scheme within the time allowed in this behalf or within such time as the Competent Authority permits in this behalf for good and sufficient reasons.

5. A person running the trade of kabari in the temporary market of Attawa shall not be allotted built-up booth under the Scheme unless he changes the said trade into a General Trade.

6. The eligible person shall submit an application to the Competent Authority as prescribed under this scheme which will be supplied by the said Authority on demand, free of cost. He shall also furnish an affidavit duly attested by a Magistrate of Ist Class affirming all the facts which make him eligible for allotment of built-up booth.

[7. (a) The allotment of booths shall be made to the eligible applicants by draw of lots. Refusal of an individual to participate in the draw of lots or to accept allotment through draw of lots would render him ineligible under these rules for further allotment :

Provided that in case any applicant, who after having submitted an application under this scheme and having been found eligible under this scheme by the Competent Authority, dies before formal allotment letter is issued, all the legal heirs may be jointly entitled for allotment of booth under this scheme.

(b) Further to utilise the built-up booth for the purpose for which it is allotted within a time limit of six months from the date of offer of possession, shall amount to a breach of conditions of lease and the lease shall be lissable to be cancelled on this ground.]

8. The Competent Authority shall fix time and date for the receipt of application form, for allotment of built up booth. No application shall be entertained after the expiry of the stipulated period.

9. The eligible applicants who are found successful after the draw of lots shall be issued allotment letters by the Competent Authority in the prescribed form appended to this scheme.

10. The applicant shall, however, deposit earnest money at the rate of 10% of the premium at the time of application.

11. The allottee shall deposit 15% of premium within 15 days, of receipt of allotment letters to be issued by the Competent Authority to complete 25% of the premium of Built-up booth. In case the allottee fails to deposit the aforesaid amount within the stipulated period, his allotment shall be treated as cancelled.

12. (a) In addition to payment of 25 per cent premium under columns 10 and 11, the remaining 75% of premium shall be recoverable in three equated, yearly instalments alongwith interest at the rate prescribed in sub-rule (2) of Rule 12 of the Chandigarh Lease-hold of Sites and Building Rules, 1973, as amended from time to time. The rate of interest as specified on the date of allotment shall be applicable.

(b) In case of delay in payment, interest on delayed payments shall chargeable at the rate specified in sub-rule (3A) of Rule 12 of the Chandigarh Lease-hold of Sites and Building Rules, 1973. The rate of interest specified on the date of default shall be applicable.]

13. The lessee of built-up booth shall pay the equated instalment of premium on or before 10th of the month following the year in which it falls due.

14. 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 decide.

15. In addition to the premium, in respect of the built up booth, the lessee shall pay ground rent as under :-

(i) (a) At the rate of 2-1/2 per cent per annum of the premium for the first 33 years.

(b) At the rate of 3-3/4 per cent per annum for the premium for the next 33 years.

(c) At the rate of 5 per cent annum of the premium for the remaining 33 years.

(ii) Rent shall be payable annually on due date without any demand from the Competent Authority :

Provided that the Competent Authority may for good and sufficient reason, extend the time for the payment of rent upto six months on the whole, on further payment of additional 12 per cent 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 in section 8 of the , Capital of Punjab (Development and Regulation) Act, 1952 as amended by Act No. 17 of 1973).

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

17. (a) The allottee./lessee shall not transfer by way of sale, gift, mortgage or otherwise his title or interest in respect of built-up booth allotted to him for a period of 10 years from the date of allotment.

(b) The allottee/lessee 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 the Competent Authority.

18. The built up booth shall be used exclusively for the trade for which it has been allotted and not for any other purpose.

19. The allottee shall not make additions or alterations in the built- up booth allotted to him without prior permission of the Competent Authority.

20. 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 and terms as contained in the allotment letter.

21. The lessee shall execute a lease deed in form "C" in such manner as may be directed by the Competent Authority within 6 months of the date of allotment or within such further period as the Competent authority may, for good and sufficient reasons, allow.

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

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

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

25. The allottee/lessee shall at all times keep and maintain the booth in a proper state of cleanliness to the satisfaction of the Competent Authority.

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

27. In case an instalment of premium under rule 13 is not paid by the allottee 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 decided by the Competent Authority, but not exceeding two months in all from the date on which the instalment fell due, the Competent Authority shall cancel the lease and proceed to recover the outstanding amount as an arrears of land revenue :

Provided that no order cancelling the lease shall be passed unless the lessee has been given a reasonable opportunity of being heard.

28. (1) Any person feeling aggrieved by any order passed by the Competent Authority under this Scheme, shall be entitled to file an appeal to the Chief Administrator, Chandigarh within 30 days from the date of communication of the impugned order.

(2) The Chief Administrator may confirm, vary or revise the orders appealed against and pass such orders as he may deem fit.

Order passed in appeal by the Chief Administrator shall be final.

29. The Competent Authority may issue such orders, instructions, directions from time to time which it considers necessary for the achievement of the objectives of this Scheme.

FORM A

Application for allotment of Booth 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 a built-up booth in Chandigarh.

2. I/We am/are the bonafide shopkeepers of village Attawa (now Sector 42-B and 43-A), Chandigarh and enclose herewith an affidavit to this effect duly attested by a Magistrate of Ist Class. I/we do not own any commercial site/building in Chandigarh in my/our name or in the name of any member of my/our family.

3. Enclosed herewith is the amount of Rs...../as earnest money in the form of demand draft payable to the Competent Authority and drawn on.....bank situated at.....

4. My/our profession(s) is/are.....

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

6. My name figures in the survey list conducted in the year 1986-87 at serial number.....

7. I/We have read and understood the terms and conditions on which the built-up booth 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.

Dated.

Signature (s)
Name(s) (Block Letters).....
Address.....

AFFIDAVIT

I,.....son of.....resident of.....,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 built-up booth for the trade for which it has been allotted.

3. That I was a bona-fide shopkeeper of village Attawa and my shop was demolished in the year 1986-87 and I have not been allotted any commercial/residential site in lieu of shop in Attawa.

4. 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 made thereunder.

5. That I do not own any commercial/industrial property in my name and that of any member of my family.

Dated.
Place

Deponent

Verification

I,.....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.

Dated
Chandigarh

Deponent

FORM B
UNION TERRITORY
CHANDIGARH ADMINISTRATION

No. Rehris/LA Dated
To

.....
Subject: Allotment of built-up booth at Chandigarh on lease hold basis
MEMORANDUM

1. Reference your application dated.....for allotment of built- up booth.
2. A built-up booth details whereof are given below is hereby allotted to you on lease hold basis on the terms and conditions mentioned hereinafter :

Sector	Serial number 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. (a) The amount of Rs.....(Rupees.....only) paid by you has been adjusted towards the premium. The lessee shall deposit remaining 15 per cent of premium within 15 days of receipt of allotment letter to complete 25 per cent of the premium, failing which allotment of booth shall be deemed to be cancelled.

(b) The lease shall be deemed to have commenced from the ate of allotment. In case, it is intended to pay the premium in instalments the premium together with interest thereon of 7 per cent per annum shall be payable in 2/6 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 following shall be the schedule of payment of instalments of the premium :-

Number of Instalment	Due date of payment	Date on which payment shall be made	Amount of equated instalment including interest.
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Ist Instalment
2nd Instalment
3rd Instalment
Ground rent annually for
the first 33 years

In case of failure to pay the premium of land or amount due in arrears and ground rent on the due date, the interest at the rate of.....shall be charged for the delayed period.

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 at Chandigarh. Payment by cheque shall not be accepted.

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 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 builtup booth has been given to you 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 above, rent at the rate of 2-1/2% of the premium for the first 33 years shall be payable every year which shall be raised to 3-3/4% 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 shall 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 following 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 other 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 Paper is to be left blank.

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

11. The lessee will not be entitled to transfer the building without the prior permission of the Competent Authority for a period of 10 years. Such permission shall not be given until the lessee has paid the full premium and the rent due under the lease of the booth unless in the opinion of the Competent Authority exceptional circumstances exists 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 Administration Union Territory Chandigarh.. 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 or amalgamation of building shall be permitted.

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

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

15. In the event of default, breach of 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 builtup booth may be forfeited to the Government.

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

17. In all correspondence on the subject, you should quote file No. which isin 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 Competent Authority in writing.

18. The right of use of side wall of the end builtup booth 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/verandha, or 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 the building or on the open spaces around it.

20. The covered (verandah) in front or on the sides of the built up booth shall not be encroached upon or used for any purposes other than public passage. The lessee shall neither park cycle/scooters or other vehicles in the verandah nor allow the parking of the same by another person.

21. Water connection in 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.

23. 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.

Competent authority

FORM "C"

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 a builtup booth belonging to the Lessor, hereinafter described, and the Lessor has on the faith of the statements and representations made by the lessee accepted such application and has agreed to demise the builtup booth to the Lessee in the manner hereinafter appearing.

And whereas the Lease has paid/agreed to pay the sum of Rs.
..... (Rsonly) being the premium.

Now this Deed witnesseth 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 (A) as premium (the receipt of which the Lessor hereby acknowledges) and the undertaking of the Lessee to pay the balance premium in three yearly equated instalments together with interest at the rate of 16 per cent per annum from the date of issue of allotment letter, the first instalment being payable on the day of.....(B), and of the rent hereinafter reserved and of the covenants of the Lease hereinafter contained, the Lessor booth hereby demise unto the lessee all that booth being the commercial building No Sub-Sector Sector..... containing by a measurement an area of.....Square yard/ Metres or thereabout situate at.....Which plot is more particularly described in the plan filed in the office of the Estate Officer, Chandigarh signed by the Competent Authority, Chandigarh on the.....day of.....one thousand nine hundred and.....TOGETHER with all rights, easements and appurtenances whatsoever to the said booth belonging or pertaining 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 therefore yearly rent at the rate of 2-1/2% of the premium for the first 33 years of the lease and at the rate of 3-3/4% 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.

Subject always to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say as follows :-

I. The 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 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 builtup booth for the time being standing thereon provided always that the lessor shall make reasonable compensation into the lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

II. The Lessee for himself, heirs, executors and Administrators and assigns covenant 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 Estate Officer for a period of 10 years after acquiring ownership right. 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 exceptional circumstances exist for the grant of such permission and the proposed transferee undertakes to pay the balance of the premium and the sent 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 Lessor's right to the recovery of fifty per cent of unearned increase and the pre-emptive right to purchase the property as mentioned herein before 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 booth 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 therefore.

6. Whenever the title of the Lessee in the booth is transferred in any manner whatsoever the transferer and the transferee shall within three months of the transfer, give notice of such transfer in writing to the lessor.

7. 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 builtup 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 of land revenue.

9. 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.

10. The Lessee shall not without sanction or permission in writing of the proper authority make alteration or addition in the builtup booth.

11. The lessee shall not without the written consent of the lessor carry on, 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 any thing 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 Competent Authority 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 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 booth hereby demised 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 any 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 or 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. No forfeiture or 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 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 there with (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 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 framed thereunder 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 their residence, office or place of business or last known residence, office or place of business of 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 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. The expression "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 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 the order
and direction of the President of India
(lessor) in the presence of :-

Lessor
(Competent Authority)

1. Shri
Signed by Shri/Shrimati.....
In the presence of

(Lessee)

1. Shri Full Address

Signature

2. Shri Full Address

Signature