

Licensing of Bare Booth Sites/Built up Booths to the Persons with Disabilities Scheme, 2009

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No. 3370-UTFI(3)-2009/1264.—Whereas a scheme known as “The Chandigarh Allotment of Land to the Persons with Disabilities Scheme, 2001” was notified by the Chandigarh Administration for the preferential allotment of land to the persons with disability in the Union Territory of Chandigarh as required in section 43 of the “The Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995”.

And whereas in view of the representations received by the Administration in this regard, the Chandigarh Administration is of the considered opinion that a scheme for persons with disabilities is required to be formulated.

Now, therefore, in exercise of the powers conferred by sections 3 and 22 of the Capital of Punjab (Development and Regulation) Act, 1952, and the rules made thereunder, the Administrator, Union Territory, Chandigarh hereby makes the following scheme for the allocation of bare booth sites/built up booths to the persons with disabilities in the Union Territory of Chandigarh, namely:—

1. The scheme will be called the “Licensing of Bare Booth Sites/Built up Booths to the Persons with Disabilities Scheme, 2009”.

2. It shall come into force from the date of its publication in the Chandigarh Administration Gazette.

3. In this Scheme unless the context otherwise requires.—All words and expressions used in the scheme shall have same meaning as assigned to them in the Capital of Punjab (Development and Regulation) Act, 1952, and the rules made thereunder:—

- (i) “Allotment” means allotment of bare booth site/built up booth;
- (ii) “Appointed Day” means the day on which notice inviting applications for allocation of bare booth site/built up booth under the scheme is published in the newspaper;
- (iii) “Competent Authority” means the Estate Officer appointed under the Capital of Punjab (Development and Regulation) Act, 1952 or any other officer appointed by the Chandigarh Administration under this Scheme;
- (iv) “License” means a license in Form ‘C’ appended to this Scheme;
- (v) “Nodal Agency/Officer” means the Director Social Welfare or any other officer duly appointed by the Administration as such;
- (vi) “Persons with Disability” shall have the same meaning as defined in the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995;
- (vii) “Prescribed mode of payment” means payment through demand draft of any scheduled bank drawn in favour of Estate Officer at Chandigarh.

4. Eligibility. - An unemployed person with disability of not less than 40% shall be eligible for grant of license under this scheme if:—

- (i) the applicant is a bona fide resident of Chandigarh and has continuously resided in Chandigarh for the last five years as on the appointed day for which he/she shall have to furnish sufficient proof;
- (ii) the applicant has attained the age of 18 years on the appointed day for which he/she shall have to furnish sufficient proof;
- (iii) the applicant does not own any commercial site/building in his/her name or in the name of his/her spouse or any dependent family member anywhere in the India;
- (iv) the applicant possess a certificate with regard to his disability as defined in Persons with Disabilities (Equal Opportunities, Protection of Right and Full Participation) Act, 1995 duly issued by the Competent Authority of Chandigarh Administration;
- (v) annual family income of the applicant does not exceed rupees one lakh for which he/she shall have to furnish an affidavit duly attested by the Executive Magistrate, Chandigarh to this effect.

5. Criteria for Allotment.—Depending on the availability of the bare booth sites/built up booth, first preference shall be given to the applicants with disability of 80% and above followed by those with disability between 60% and 80% and thereafter, those with disability between 40% and 60% shall be considered.

6. Procedure for allocation.—(i) (a) The applicant shall submit only one application in response to the advertisement to the Nodal Officer in Form 'A' alongwith the affidavit in Form 'B' appended to this scheme within the stipulated period.

Applications submitted in response thereof under this Scheme shall only be entertained and considered.

(b) In case of persons with mental disability, the application can be made by a Family Member or by a Guardian duly appointed as such by the Court, Collector or Local Level Committee constituted for the U. T. of Chandigarh, as the case may be.

(ii) Applications so received thereafter shall be screened by the Screening Committee comprising of the following:—

- | | |
|--|----------------------|
| (a) Additional Deputy Commissioner, Chandigarh | ... Chairman |
| (b) Director, Social Welfare, U.T., Chandigarh | ... Member-Secretary |
| (c) Assistant Estate Officer, Chandigarh | ... Member |
| (d) A representative of Finance Department | ... Member |

(iii) After screening of the applications, the Screening Committee shall cause a list of successful applicants displayed on the notice board of the office of Director, Social Welfare and send a copy to the Estate Officer.

(iv) If the number of successful applicants happens to be more than the number of available bare booth sites/built up booths, the license shall be granted by draw of lots.

(v) The Estate Officer shall thereafter, issue letter of license in Form 'D' appended to the scheme to the successful applicants after receiving intimation from the Director, Social Welfare (Nodal Officer) and the said intimation will be based upon the recommendations of Screening Committee.

(vi) In the case of disabled married couples and in the event of finding both the spouses successful by the Screening Committee, a joint allocation of bare booth site/built up booth will be made in their favour.

(vii) In case of persons with mental disability, the allocation shall be made jointly in the names of the mentally disabled persons and the person who applied on his/her behalf, as the case may be.

7. License Agreement.—The licensee shall execute an agreement in Form 'C' appended to this Scheme within a period of 30 days from the date of issue of license letter or within the extended period as the Estate Officer may prescribe.

The licensee shall bear and pay all expenses in respect of execution and registration of the License Agreement including the stamp duty and registration fee payable thereupon in accordance with law in force at the time of execution and registration.

8. Commencement and duration of License.—The period of license shall commence from the date of issue of letter in Form 'D' or as determined by the Chandigarh Administration. The license shall initially be for a period of 15 years and the licensee is required to pay Rs. 500 per month as license fee. There will be an annual increase of 5% of license fee. After the expiry of 15 years, the licensee will be allowed to either get the built up booth site allotted in his favour on the terms and conditions as specified by the Administration or to get the license renewed on the terms and conditions mutually agreed between the parties.

9. Payment of license fee and consequences of its Non Payment.—

- (i) Every successful applicant shall be required to deposit the monthly license fee of Rs. 500 which shall be payable in advance by the licensee on or before the 10th day of the month in which it falls due.
- (ii) In case of delay in payment of license fee, the licensee shall have to pay simple interest @ 2% p.m. from the date it became due till the date it is actually paid by the licensee.
- (iii) In case of default of payment of the license fee alongwith the interest for three consecutive months, the license shall be terminated immediately without any further notice to the licensee.

10. Terms and conditions of license.—

- (i) The licensee shall not assign his/her right in the license and shall not sublet, transfer or otherwise part with possession of the bare booth site/ built up booth in any manner. Execution of General Power of Attorney, Special Power of Attorney, Will or Partnership deed in respect of the said site/booth shall be construed as transfer.
- (ii) In the event of the death of the licensee the legal heirs will be entitled for fresh license. However the grant of license shall be at the sole discretion of the competent authority subject to fulfilment of eligibility conditions as provided under the Scheme. Further it is clarified in the event of death of mentally handicapped licensee the site/booth will revert back to the Estate Officer for its allocation/allotment to another mentally challenged person found eligible for the same.
- (iii) No obnoxious trade shall be carried on or allowed to be carried on in the said site/booth.
- (iv) No water connections shall be claimed or provided if the license is granted for the site/booth.
- (v) The licensee shall not make any additions, alterations, amalgamation in the booth licensed to him/her.
- (vi) The expenditure on account of supply of electric connection shall be borne by the Licensee and he/she pay electricity charges and other charges/taxes in accordance with the relevant Rules of Chandigarh Administration.

- (vii) The licensee shall not keep or store empty packages cases or basket or goods or any other material on the road or projection of the land or in the open space around his/her site/booth.
- (viii) The licensee shall at all times keep and maintain the site/booth in a proper state of cleanliness to the satisfaction of the licensor.
- (ix) The competent authority or any other officer authorised by Chandigarh Administration shall at all reasonable times, enter in or upon any part of site/booth for the purpose of ascertaining as to whether the licensee has duly observed the conditions of license.
- (x) The licensee shall abide by provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the rules framed thereunder from time to time and also the conditions as laid down in the license agreement in Form 'C' appended herewith.
- (xi) In the event of breach of any condition of license or non-payment of license fee, the Estate Officer may terminate the license.

11. Construction of booths.—

- (i) The work relating to construction of booths on the said sites will be carried out by the Chandigarh Housing Board on the terms and conditions as prescribed.

Booths on the ground floor shall be allotted to the eligible applicants under the scheme for the disabled persons and those on the upper floor shall be sold to the general public by way of auction/allotment.

- (ii) If the license is given for a bare site, the construction of booth shall be completed by the licensee as per approved plan within a period of three months.

12. Allotment of booth.—The licensee shall be entitled to get the ownership of booth transferred in his/her name after the expiry of period of 15 years, subject to the following conditions:—

- (i) That the licensee must be personally occupying the said booth and doing commercial activity.
- (ii) That the licensee has not defaulted in making payment of monthly license fee during the license period and there are no arrears of license fee in respect of the said booth.
- (iii) That the licensee has not breached any other condition of the license.
- (iv) That the licensee is ready to pay the cost of booth which shall be 50% of the then prevailing market value of the booth or at such rate which may be fixed by the Administration in the manner as prescribed.
- (v) The transfer shall be allowed by the Estate Officer after the completion of the formalities as may be prescribed.

13. Appeal and revision.—

- (i) A person aggrieved by an order of termination of license passed by the Competent Authority under the Scheme shall be entitled to file an appeal before the Chief Administrator within 30 days from the date of communication.
- (ii) The Chief Administrator may after hearing the appeal, confirm, vary or reverse the order appealed from and may pass such orders as deem fit.
- (iii) Where the person is aggrieved by the order of the Chief Administrator deciding a case under appeal, he may within 30 days from the date of communication to him/her of such decision, may file revision petition

against the said decision and the Revisional Authority may confirm, alter or rescind the decision of the Chief Administrator.

"FORM A"

Application form for Licensing of Bare Booth Sites/Built up booths to the persons with disabilities

Photo

To
The Competent Authority,
U. T., Chandigarh.

Subject:- Licensing of Bare Booth Sites/Built up booths to the persons with disabilities.

Sir,

In response to press notice appeared on.....I hereby apply for allotment of bare booth sites/built up booth on license basis under the scheme called "Licensing of Bare booth Sites/Built up booths to the Persons with Disabilities Scheme, 2009". Necessary particulars are given below:—

- (a) Name in block letters
- (b) Father's/Husband's Name
- (c) Age
- (d) Complete residential Address
- (e) Permanent Address
- (f) Family Monthly Income from all sources
- (g) Percentage of disability

2. It is certified that I or my family member do not own any commercial site/building anywhere in the country.

3. I am not employed in any Government/Semi-Government Organisation/ Civic Body/Bank/Public Sector Undertaking etc.

4. That I am a *bona fide* resident of Chandigarh for the last five years as on the appointed date. Attested copy of residence proof is attached herewith.

5. I enclose herewith an affidavit duly attested by the Magistrate affirming all facts stated above and also indicating that the applicant is entitled for the Licensing of Bare Booth Sites/Built up booths under this Scheme.

6. Two copies of passport size photos, duly attested by a Magistrate, are also sent herewith. One copy of photo has been pasted above.

7. I enclose herewith attested copy of Disability Certificate issued by the competent authority.

8. The undersigned has read and understood the terms and conditions on which the bare booth sites/built up booths to the persons with disability is to be allotted on license basis. I agree to abide by all the terms and conditions as mentioned in the "Licensing of Bare Booth Sites/Built up booths to the Persons with Disabilities Scheme, 2009" and shall also conform to the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and Rules made thereunder from time to time.

Dated.....

Yours faithfully,
(Signature of the applicant)

FORM "B"**AFFIDAVIT**

I,.....son of.....resident of House No.....
Sector, Chandigarh, do hereby solemnly affirm and de-
clare as under:—

1. That the particulars, given in my enclosed application are true and correct.
2. That I have completed 18 years of age on the appointed day and am a disabled person with disability of.....percent and is eligible for Licensing of bare booth sites/built up booths under the Licensing of bare booth Sites/built-up booths to the Persons with Disabilities Scheme, 2009.
3. That I or any of my dependent family member or spouse do not own any commercial site, booth or any commercial building industrial site/ industrial shed/rehri site or rehri elsewhere in the country.
4. That my family monthly income from all sources does not exceed Rs. 1,00,000 (Rupees one lac only) per annum.
5. That I am not employed anywhere in Government/Semi-Government Organisation/Civic Body/Bank/Public Sector or any other Undertaking etc.
6. That I am a person with disability as defined in the Persons with Disabilities (Equal Opportunities, Protection of Right and Full Participation) Act, 1995. Copy of Certificate issued by the competent authority of Chandigarh Administration is enclosed herewith.
7. That I clearly understand that the allotment shall be made on license basis for a period of fifteen years on license fee of Rs. 500 per month with an increase of 5% per annum.
8. That I shall abide by the terms and conditions of the Scheme formulated/ notified for the Licensing of bare booth sites/built-up booth and provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and "Licensing of bare Booth Sites/Built up booths to the Persons with Disabilities Scheme, 2009. I shall pay the license fee as fixed by the Chandigarh Administration/Competent Authority from time to time.
9. That I shall pay monthly rent in advance by the 10th of every month or annually in lump-sum for entire year by 10th January of every year. In the event of my failure to do so, license of bare booth sites/built up booth in my name is liable to be revoked.
10. That I shall execute the License Agreement/Deed of License or any other document required by the Competent Authority, at my cost and expense and all charges payable thereon including registration charges, if any, shall be borne by me.
11. That I shall not assign my rights in the licence directly or indirectly and shall not alienate, sublet, mortgage, part with, the possession or enter into a partnership with any one else to run my business in the said bare booth sites/built up booth.
12. I shall not make any addition, alteration or amalgamation in the site/ booth allotted to me on licence basis.

Place:
Dated:

Deponent

Verification:—

I, the aforesaid deponent do hereby further declare that the particulars furnished above are true to the best of my knowledge and nothing has been concealed therein.

Deponent

(To be attested by a Magistrate)

FORM "C"

**LICENCE AGREEMENT/DEED OF LICENCE FOR ALLOTMENT
OF BARE BOOTH SITES/BUILT UP BOOTH TO THE PERSONS
WITH DISABILITIES ON LICENSE BASIS**

This agreement is made on this.....day of.....between the President of India acting through Estate Officer, Union Territory, Chandigarh (hereinafter called the Licensor) of the one part and Sh.....son of..... Sh..... resident of....., Chandigarh hereinafter called the licensee (which expression shall unless inconsistent with the context includes heir, successors and representatives) of the second part.

Whereas a bare booth sites/built up booth described in the schedule hereto annexed (hereinafter called the bare booth sites/built up booth) and intended to be hereby given on monthly licence fee basis is owned by the Licensor in full proprietary rights;

And whereas the Licensor has agreed to allot the said Bare Booth Sites/Built up booth on monthly license fee basis.

Now, therefore, this License Agreement/Deed of Licence witnesseth as follows:—

1. The Licensor hereby allot to the licensee the said Bare Booth Sites/Built up booth be held the same by the licensee, subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them.

2. The licensee shall abide by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the rules made hereunder from time to time.

3. The licensee has paid the license fee of Rs. 500 as monthly license fee for the month commencing on.....in advance on the date of this agreement (the receipt whereof Licensor hereby acknowledges). The licensee shall hereinafter pay to the licensor for the use of the said Site/Booth the total amount of monthly license fee as determined under clause 9(i) of the scheme on or before the 10th day of the following month in which it falls due.

4. In case the licensee makes default in the payment of the monthly license fee, as agreed or any other charge due from him/her or fails to comply with any of the conditions contained in this agreement the licensor may, after giving reasonable and adequate opportunity, cancel the license. In that event the licensor shall be entitled to cancel the license and take possession of the said Bare Booth Sites/Built up booth and the licensee shall give free access to the licensor for such purposes and the licensor shall not be liable to the licensee for action in any manner whatsoever. The Licensor, in such an event, shall also be entitled to recover from the licensee all the dues of monthly licence fee alongwith penalty, as proposed in the Scheme as arrear of land revenue.

5. In case the licensee desires to surrender the licence, he should vacate the premises and hand over the vacant Bare Booth Sites/Built up booth to the competent authority after paying the dues up to date.

6. The said Bare Booth Sites/Built up booth shall not be liable to attachment or sale by any process under any law.

7. The licensee shall pay all general and local taxes and cesses being imposed to be imposed in future on the said Bare Booth Sites/Built up booth by the Government/Competent Authority from time to time.

8. The licensee shall not keep or store empty packing cases or baskets or any goods or any other material on the road or the open space around the platform and shall also not use the roof for any such purpose.

9. The licensee shall not make any addition or alteration or amalgamation in the Bare Booth Sites/Built up booth.

10. No obnoxious trade shall be carried on or allowed to be carried on in the said Bare Booth Sites/Built up Booth. The Bare Booth Sites/Built up Booth shall be used exclusively for the purpose and trade for which it was allotted no other purpose shall be allowed. No water connection shall be claimed or provided at the said Bare Booth Sites/Built up Booth.

11. The licensee shall at all times keep and maintain the said Bare Booth Sites/Built up Booth in a proper state of cleanliness to the satisfaction of the Competent Authority or his officers and servants duly authorised by him in this behalf.

12. The licensee shall not sublet the said Bare Booth Sites/Built up booth or any part thereof transfer directly or indirectly his/her rights against the scheme. Executing into partnerships for running business on the said Bare Booth Sites/Built up booth shall be construed as subletting.

13. The area in front of the said Bare Booth Sites/Built up booth shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than a public passage.

14. On the termination of this license, Agreement/Deed of License, the licensee shall deliver vacant possession of the said Bare Booth Sites/Built up booth to the licensor.

15. The Licensor may, through his officers and officials, at all reasonable times and in a reasonable manner after reasonable notice in writing, enter in the (sic) upon any part of the structure built up on the site for the purpose of ascertaining that the lessee is duly observing the terms and conditions of this agreement. Ordinarily 24 hours notice will be deemed to be reasonable notice.

16. The Licensor shall have full right, power and authority at all times to do through his officers or officials, 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 reservation herein contained and to recover from the licensee the cost of doing any such act or thing.

17. It is hereby agreed and declared that unless a different meaning shall appear from the context:—

- (a) the expression "Licensor" used in these presents..... shall include, 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 expression "Chief Administrator" and "Competent Authority" shall mean the officers so appointed by the Central Government under the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and "Licensing of Bare Booth Sites/Built up booths to the Persons with Disabilities Scheme, 2009".

(c) the expression "licensee" used in these presents shall mean the person to whom the said Bare Booth Sites/Built up booth has been allocated for use by the Competent Authority;

(d) the expression "Scheme" used in the present shall mean "Licensing of Bare Booth Sites/Built up Booths to the Persons with Disabilities Scheme, 2009".

In witness whereof the parties hereto have appended their respective signatures hereunder on the dates respectively mentioned under their signatures.

Signed By.....r/o.....said licensee on the..... day of.....2009.

Licensee

Witnesses:

- 1. Name Signature..... Residence..... Occupation.....
2. Name Signature..... Residence..... Occupation.....

Signed by Shri..... for and on behalf of the Licensor by the Competent Authority at Chandigarh on the.....dayof.....,2009.

(Seal of the Competent Authority)

In the presence of Official Witnesses:

- 1. Name..... Residence Occupation.....
2. Name..... Residence Occupation.....

FORM "D"

LICENCE LETTER

No..... To.

Dated:

Subject - Allocation of bare booth Sites/Built up Booth to the Person with Disabilities in Chandigarh under the Scheme of 2009.

MEMORANDUM

- 1. Reference your application dated, on the subject cited above.
2. Licence of bare booth Sites/Built up Booth No..... Sector..... Chandigarh is hereby granted to you on monthly license basis w.e.f..... to.....for running business on the terms and conditions mentioned herein.
3. The licensee shall conform to the provisions of Capital of Punjab (Development and Regulation) Act, 1952 and Rules made thereunder from time to time.

4. (a) The monthly license fee of the bare booth Sites/Built up Booth is Rs.....and payable to the Competent Authority in advance by the 10th day of each month in which it falls due.

(b) If the licence fee is not paid in full on due date, the licensor shall without prejudice to the other rights and remedies under the deed/agreement, impose and recover liquidated damages as to be ascertained in each case.

5. In the event of non payment of licence fee by the due date(s) as mentioned in Clause 9(i) of the Scheme, 2009, you shall be liable to pay the simple interest @ Rs. 2% per month as provided under clause 9(ii) of the Scheme. In case of default of payment of license fee along with interest for three consecutive months, the licence shall be terminated immediately without any further notice to the licensee as per the provisions of the Licensing of bare booth Sites/Built up Booths to the Persons with Disabilities Scheme, 2009".

6. No fragmentation or amalgamation of the built up platform site shall be permitted.

7. You shall pay all fees or taxes or cesses which may be levied or assessed on the bare booth Sites/Built up Booth from time to time, under any law.

8. The bare booth Sites/Built up Booth shall be used exclusively for the purpose for which it has been licensed.

9. In the event of default, breach of non-compliance of any of the conditions of allocation, the same may be cancelled and the whole/part of amount so paid shall be forfeited.

10. On termination of the licence, the licensee shall handover the vacant possession of the bare booth Sites/Built up Booth to the competent authority and shall clear all dues payable by him.

11. The right of use of side wall of the end built up platform including right to display advertisements and benefits derived therefrom shall vest in the Government/MCC and the licensee shall neither fix posters, hand bills on any part of the built up platform nor allow any other person to do so.

12. You shall not be allowed to store empty packages boxes etc. or likewise material on the roof of the building or on the open spaces around it.

13. The covered passage in front or on the sides of the building shall not be encroached upon or used for any purpose other than public passage. The licensee shall neither part any cycle or vehicle in the verandah nor allow the parking of the same by any other person and shall also not permit to do any sort of business, as it shall tantamount to the breach of the conditions of allocation and the licence shall be cancelled.

14. The general and common amenities charges such as electricity etc. will be borne by the licensee himself.

15. The licensee shall not make any addition or alteration in the bare booth Sites/Built up Booth licensed to him/her.

16. The terms and conditions of this allocation letter shall conform to the provisions of Capital of Punjab (Development and Regulation) Act, 1952 (sic) Rules framed thereunder from time to time which shall be binding on the licensee.
