

LEASING OUT OF GOVERNMENT BUILT UP SHOPS-BOOTHS ON MONTHLY RENT BASIS IN CHANDIGARH SCHEME, 2000

Leasing out of Government Built up Shops/ Booths on Monthly Rent Basis in Chandigarh Scheme, 2000 Published in the Chandigarh Administration Gazette, (Extraordinary), dated April 19, 2000/Chaitra 30, 1992 The Administrator, Union Territory, No. 11/1/28-UTFI (2) 4021, Chandigarh, is pleased to make the following Scheme for leasing out of Government built up Shops/Booths in Chandigarh on monthly rent basis, namely:

1. This Scheme may be called "Leasing out of Government Built up Shops/ Booths on monthly rent basis in Chandigarh Scheme, 2000". 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 but not defined hereunder shall have the meaning attached thereto in the Capital of Punjab (Development and Regulation) Act, 1952 and the rules made thereunder:- (i) "Lease" means the right of use or occupation of shop/booth belonging to the Chandigarh Administration to any person duly allotted by the Chandigarh Administration and the terms of lease shall be construed accordingly. (ii) "Lessee" means any person who has been allotted a shop/booth under the Scheme and includes those persons who are already leased out the shop/booth belonging to the Chandigarh Administration. "Lease deed" means the deed in the prescribed form (i.e. Annexure 'A', Annexure 'B' and Annexure 'C') for the buildings, mentioned in category 'B' and category respectively under Para 9 (nine) of this scheme. (iv) "Rent" means the money/price paid by the Lessee as per the terms and conditions of the Lease Deed, in respect of shop/booth on monthly basis. 4. The Chandigarh Administration may lease out the shop/booth under this Scheme on the monthly rent basis, which will be determined by the Estate Officer in such a manner as may be directed by the Chief Administrator, Union Territory, Chandigarh. I. Substituted vide Chandigarh Administration Gaz (Extra) dated 27-09-2000 at page 1079 [345] 346 Leasing out of Government Built up Shops/Booths on monthly rent basis in Chandigarh Scheme, 2000 S. The Estate Officer shall have the following powers, namely: (a) to lease out the shop/booth to the persons eligible under clause 6 of this scheme; (b) to receive all payments of rent including arrears of rent under this Scheme; (c) to re-enter, re-take or resume possession of any shop/booth whenever required and to order the removal of persons in an unauthorised occupation of the shop/booth; (d) to issue notices to all lottees/occupants of shop/booth for or in connection with:- (i) the recovery of rent, arrears of rent along with penalty and interest, electricity charges or any other dues; (ii) for the ejection or re-entry or re-taking possession of shop/booth against the breach of any other terms and conditions of lease agreement and lease deed; (e) to prescribe forms, register, receipts and any other records if considered necessary; (f) to get the monthly rent assessed of all the shop/booth after the expiry of the terms of lease keeping in view the prevalent market rent in respect of similar shop/booths- 6. Eligibility. - A person shall be eligible for the allotment of shop/booth on lease if- (a) he is engaged in the business personally; (b) he is not an employee of Government/State Government Organisations/bank/public Sector Undertaking etc.; (c) there are no arrears of rent in respect of shop/booths; (d) he/she does not own or have on rent basis any shop/booth in Chandigarh or any of the Urban Estates of Mohali or Panchkula in his/her own name or in the name of his spouse or any of his family members dependent upon him; (e) he shall be liable to pay three months rent in advance as security, which shall be refunded on the expiry of the lease or adjusted against the arrears of rent or penalty or interest/damages, if any. 7. Procedure for Lease of Shop/Booth. - (a) After coming into force of this Scheme, shop/booths of Chandigarh Administration, except those already allotted shall be given on lease only by public auction. (b) The shop/booth shall be given on lease on monthly rent basis to the highest bidder through open public auction 8. The lease shall be for a period of 5 years from the date of allotment and it can be renewed for a further period of five years every time on such terms and conditions, of fixation of rent and enhancement of rent from time to time, as may be decided by the Chandigarh Administration keeping in view the prevailing market rent for similarly situated properties

- 9. The annual increase in respect of shops/booths categorized as 'A', 'ZB' and shall be as under:-**
Leasing out of Government Built up Shops/Booths on monthly rent basis in Chandigarh Scheme, 2000
CATEGORY A 347 Shops/Booths of Sector 17-E and shops of 30 Bays Building, Sector 7, The annual increase shall be 7-1/20/0 over the base rate, for the rent to be charged from the lessee for the first five years. A fresh lease deed after the expiry of first five years period shall be executed, for a period of another five years, with further increase of 50% of the base rent and thereafter the rent may be enhanced by 37.5% after every five years.]
2. The rent deed would be similarly renewed after 5 years as above.
CATEGORY B Bridge Market Booths, Sector 17, Shops/Booths Sectors 21, 229 239 33 -and 34 1. The lease deed will be valid for five years at the initial stage then it shall be considered for renewal for a further period of five years after increasing the rent @ 50% over the base rate. The lease deed will be considered for renewal after fixing the rent after putting the increase @ 25% after subsequent five years
- 2. The rent deed would be similarly renewed after every 5 years as above.**
CATEGORY C Shops/Booths in Maloya, Dadumajra and Ramdattar Colonies 1. The lease deed will be valid for five years at the initial stage then it shall be considered for renewal for a further period of five years after increasing the rent @ 2[2. The rent deed would be similarly renewed after every 5 years as above.)
IO. The base rate for the rent to be charged from the lessee against the category "A" property shall be calculated after applying the same formula as under clause 9 under the head Category "A" with effect from 1st March, 1992 when the rent for these S.C.Os was fixed @ Rs. 14,000 per month
- 11. The property owned by the other departments in Union Territory, Chandigarh, shall be first categorized with (the prior approval of the Adviser to Administrator before letting them on rent.** These properties thereafter will be governed under this Scheme
- 12. The lessee shall deposit the monthly rent every month in advance by the 10th day of the month for which it falls due, failing which lessee shall have to pay 10% or rent as penalty of the rent due**
- 13. The Estate Officer, Chandigarh can further impose and recover 100% recovery of the amount due, in the manner laid down in the section 8 of the Capital of Punjab (Development and Regulation) Act, 1952 as amended from time to time-**
14. In the event of non-payment of monthly rent for a continuous period of 3 months, the lease shall stand terminated without requiring any notice to be served on the lessee.
15. In case the lessee desires to terminate the lease he shall give one month's notice of his intention to do so to the Estate Officer, Chandigarh, by a registered post.
1. Substituted vide Chandigarh Administration Gaz (Extra) dated 16-04-2002 at page 1237
2. Substituted vide Chandigarh Administration Gaz (Extra) dated at page 10 B 348
Leasing out of Government Built up Shop*/Booths on monthly rent basis in Chandigarh Scheme, 2000
16. The lessee shall execute a lease deed with the Estate Officer and there- after will get the same registered with the office of the Sub-Registrar, Chandigarh, within one month
- 17. The lessee shall not transfer the shop/booth by way of sale; gift, mortgage, or by way of GPA/SPA or otherwise his interest in the lease.**
18. The lessee shall personally carry business in the shop/booth failing which the lease shall be terminated
- 19. In the event of death of original lessee, the lease shall be transferred in the name of legal heirs of the remaining terms of lease, provided they are not Government/Semi Government/Bank Employee etc. and are doing the business after the death of the original lessee and make an application to this effect to the Estate Officer, Union Territory, Chandigarh**
- 20. The shop/booth shall be used exclusively for commercial purpose and the trade for which it is leased out**
- 21. The lessee shall pay all general/local taxes etc. that may be imposed/ levied on the said building by the competent authority from time to time**
- 22. The lessee shall not make any addition or alteration in the shop/booth except with the prior permission of the competent authority**
- 23. The lessee shall conform to the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the rules framed thereunder, as amended from time to time**
- 24. In case of allotment of lease on monthly rent basis, the rent will be got assessed from the Chief Engineer, Chandigarh and the shop/booth will be rented out to the highest bidder through an open public auction**

25. In the event of any dispute or difference at any time arising between the lessor and the lessee as to the interpretation of the provision of the Scheme, the said dispute or shall be referred to the Chief Administrator, Chandigarh, whose decision shall thereon be final and binding on the parties thereto. ANNEXURE 'A' DEED OF LEASE OF BUILDING LEASED FROM PRIVATE PARTY This deed of lease made day of 2000 between the President of India (hereinafter called "the lessor") of the one part and Sh./Smt. (hereinafter called "the lessee(s)") of the other part. Whereas, the building described in the schedule hereto annexed (which is hereinafter called the said building) is owned by the lessor in full proprietary rights; And whereas, the lessor has agreed to grant to the lessee(s) lease of the said building. I I The lessor hereby demises to the lessee/s all that the said building to hold the same to the lessee/s from day of the covenants hereinafter contained and each of them

2. The lease shall be governed by the provision of the Capital of Punjab (Development and Regulation) Act, 1952, and the rules made thereunder from time to time. 3. (a) The lessee shall pay a monthly rent of Rs. 10th day of the month for which it falls due. in advance by the Leasing out of Government Built up Shops/Booths on monthly rent basis in Chandigarh Scheme, 2000 349 (b) If the rent is not paid in full on due date the lessee shall without prejudice to the other rights and remedies of the lessor under this deed, pay liquidated damages at the rate of 10 per cent of the amount in arrears. (c) The annual increase in the rent shall be @ 7-1/2 % percent over the base rate fixed for the first year. (d) The base rate, for fixing the rent to be charged from the lessee against the properties i.e. shops/booths in Sector IIE and shops of 30 Bays Building Sector 1-7, Chandigarh shall be calculated by applying the formula as under clause 9 under the head category "A" of the "Leasing out of the Government Built up Shops/Booths on monthly rent basis in Chandigarh Scheme, 2000", with effect from 1st March, 1992. being a sum equal to the The lessee has deposited a sum of Rs. three months rent as security which shall be refunded on expiry of the lease or adjusted against arrears of rent or damages, if any, unless it is forfeited to the lessor in accordance with the terms of this lease. If and when the amount of security falls below three months rent on account of adjustment of any amount due from the lessee during the currency of the lease, the lessee shall replenish the said security. 5, The lease so granted under clause shall further be renewable for a period of 5 years on the terms and conditions contained as determined by the lessor, in case the lessee applies for this to the lessor in writing within one month from the date of expiry of previous lease deed. The lease so applied will be granted only after approval by the lessor. The lease so granted shall be renewable for further five years with the increase of 15 percent over the last prevailing rent

6. The lessee/s shall not store empty packing case of baskets or any goods or any other such material on any roof or any projection of the said building or on the open space around the same or any other place from where goods or material may be visible from outside. 7, The lessee shall pay all general and local taxes and cesses for the time being imposed or assessed on the said building by the competent authority

8. The lessee/s shall get the above lease deed registered with the Sub-Registrar, Chandigarh within one month from the date of execution of lease deed/ receipt of lease deed by him/them and supply one certified copy of the same to the lessor, after getting registered with the Sub Registrar, failing which it will be presumed that no lease deed has been executed between the lessor and the lessee and the lessor will be free to take back the possession without any notice to lessee, 9. The lessee/s shall not make any addition or alteration of any sort in any part of the said building without the previous permission in writing of the lessor

10. No obnoxious trade shall be carried on the said building

11. The lessee/s shall not sublet the said building or any part thereof or transfer his rights under the lease in any manner i.e. by executing GPA/SPA or any other such document or by induction of partners in the firm or paning with the possession

12. The lease granted under clause shall be liable to be terminated without notice:- (a) On the failure of the lessee to deposit the amount of monthly rent as stipulated in clause 3 of the lease deed. (b) In the event of the misuse of site by the lessee i.e. running any other trade or commercial activity as specified in clause 1. (c) In the event of any alteration of site without the prior permission of the lessor, Leasing out of Government Built up Shops/Booths on monthly rent basis in Chandigarh Scheme, 2000 (d) In the event of breach of any of the condition of lease

13. On termination of the lease in accordance with clause 10 above, the lessor may in addition to resumption of the said building forfeit to whole or a part of the security deposited by the lessee/s. 14. On termination of the lease, the lessee/s shall remove temporary structure and fixture etc. if any, fixed by him and deliver the vacant possession of the said building to the lessor. In the event of the default by the lessee/s in removing the temporary structure and fixtures etc. the lessor shall at his option, have the right to remove the same and recover the cost of removal from the lessor or to dispose of the same without any liability to compensate the lessee/s in respect of the same

15. The area in front of the said building shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than a public road/passage

16. The lessee/s shall make prompt payment of water and electricity charges to the authorities concerned and shall pay all arrears, if any, before vacating the premises on the termination of the lease or resumption of the said building

17. The lessor may by his officers and servants at all reasonable time and in a reasonable manner after 24 hours notice in writing enter in or upon any part of the said building for the purpose of ascertaining that the lessee/s has duly observed the conditions of the lease

18. On termination of the lease, the lessee/s shall deliver vacant possession of the building in its original state i.e. without any damage to the building or fixtures and the cost of the damages if any shall be recoverable from the lessee/s

19. The lessor shall have full right, power and authority all times to do through his officers or servants all acts and which may be necessary or expedient for the purposes of enforcing compliance with all or any of the terms, conditions and reservation herein contained and to recover from the lessee/s the cost of doing any such act or thing

20. All disputes and differences arising out of or in any way touching or concerning this lease whatsoever shall be referred to the sole arbitration of the Chief Administrator, Capital Project, Chandigarh acting as such at the time of reference. It will be no objection to such appointment that the arbitrator so appointed i.e. Government servant that he had to deal with the matters to which the deed relates and that in the course of his duties as such Government servant he has expressed view on any of the matters in dispute or difference, The award of such arbitrator shall be final and binding on the parties to this lease, 21. It is hereby agreed and declared that unless a different meaning shall appear from the context, the expression "Lessor" used in these presents shall be in relation to any matter or anything contained in or arising out of these presents, include every person duly authorised to act or to represent the Administrator, Union Territory, Chandigarh in respect of such matter or thing. In witness whereof the parties have hereto respectively subscribed their names at the places and on the date hereinafter in each case specified. j. Signed by the said On the of l. Witness 2. Witness Lessee Leasing out of Government Built up Shops/Booths on monthly rent basis in Scheme, 2000 Signed by, for and on behalf of the President of India and setting under his 20 AEO U.T., CHANDIGARH In the presence of Witnesses: l

2. ANNEXURE 'B' DEED OF LEASE OF BUILDING LEASED OUT FOR PRIVATE PARTY 2000 between the President of India (hereinafter called "the lessor") of the one part and Sh./Smt. called "the lessee(s)" of the other part. Whereas the building described in the schedule hereto annexed (which is hereinafter called the said building) is owned by the lessor in full proprietary rights, And whereas, the lessor has agreed to grant to the lessee(s) lease of the said building. 1. The lessor hereby demises to the lessee/settler that the said building to hold the same to the lessee/s of the covenants hereinafter contained and each of them

2. The lease shall be governed by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the rules made thereunder from time to time, 3. (a) The lessee shall pay a monthly rent of Rs. 10th day of the month for which it falls due. in advance by the (b) If the rent is not paid in full on due date the lessee shall without prejudice to the other rights and remedies of the lessor under this deed, pay liquidated damages at the rate of 10 percent of the amount in arrears

4. The lessee has deposited a sum of Rs. being a sum equal to the three months rent as security which shall be refunded on expiry of the lease or adjusted against arrears of rent or damages, if any, unless it is forfeited to the lessor in accordance with the terms of this lease. If and when the amount of security falls

below three months rent on account of adjustment of any amount due from the lessee during the currency of the lease, the lessee shall replenish the said security

5. The lease so granted under clause I shall further be renewable for a period of 5 years on the terms and conditions contained as determined by the lessor, in case the lessee applies for this to the lessor in writing within one month from the date of expiry of previous lease deed. The lease so applied will be granted, shall be renewable for a period of first five years after increasing the rent @ 50 per cent over the last prevailing rate of rent i.e. the base rate. Thereafter for subsequent five years, the lease deed will be considered for renewal after fixing the rent after putting the increase @ 25 percent over the last prevailing rent every five years

6. The lessee/s shall not store empty packing case of baskets or any goods or any other such material on any roof or any projection of the said building or on the open space around the same or any other place from where the goods or material may be visible from outside

7. The lessee shall pay all general and local taxes and cesses for the time being imposed or assessed on the said building by the competent authority, 352 Leasing out of Government Built up Shops/Booths on monthly rent basis in Chandigarh Scheme, 2000 8- The lessee/s shall get the above lease deed registered with the Sub Registrar, Chandigarh within one month from the date of execution of lease deed/ receipt of [case deed by him/them and supply one certified copy of the same to the office of the lessor, after getting registered with the Sub Registrar, failing which it will be presumed that no lease deed has been executed between the lessor and lessee and the lessor will be free to take back the possession without any notice to lessee. 9. The lessee/s shall not make any addition or alteration of any sort in any part of the said building without the previous permission in writing of the lessor. 10. No obnoxious trade shall be carried on the said building. i. The lessee/s shall not sub-let the said building or any part thereof or transfer his rights under the lease in any manner i.e. by executing GPMSPA or any other such document or by induction of partners in the firm or parting with the possession

12. The lease granted under clause I shall be liable to be terminated without notice:- (a) On the failure of the lessee to deposit the amount of monthly rent as stipulated in lease deed. (b) In the event of misuse of site by the lessee i.e. running any other trade of commercial activity as specified in clause I, (c) In the event of any alteration of site without the prior permission of the lessor. (d) In the event of breach of any of the conditions of lease

13. On termination of the lease in accordance with clause 10 above, the lessor may in addition to resumption of the said building forfeit to whole or part of the security deposited by the lessee/s

14. On termination of the lease, the lessee/s shall remove the temporary structure and fixture etc. if any, fixed by him and deliver the vacant possession of the said building to the lessor. In the event of default by the lessee/s in removing the temporary structure and fixtures etc. The lessor shall at his option, have the right to remove the same and recover the cost of removal from the lessor or to dispose of the same without any liability to compensate the lessee/s in respect of the same

15. The area in front of the said building shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than a public road/passage

16. The lessee/s shall make prompt payment of water and electricity charges to the authorities concerned and shall pay all arrears, if any, before vacating the premises on the termination of the lease or resumption of the said building

17. The lessor may by his officers and servants at all reasonable time and in a reasonable manner after 24 hours notice in writing enter in or upon any part of the said building for the purpose of ascertaining that the lessee/s has duly observed the conditions of the lease

18. On termination of the lease, the lessee/s shall deliver vacant possession of the building in its original state i.e. without any damage to the building or fixtures and the cost of the damages if any shall be recoverable from the lessor

19. The lessor shall have full light, power and authority all times to do through his officers or servants all acts and which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservation herein contained and to recover from the lessee/s the cost of doing any such act or thing. Leasing out of Government Built up Shops/Booths on

monthly rent basis in Chandigarh Scheme, 2000 353 20. All disputes and differences arising out in any way touching or concerning this lease whatsoever shall be referred to the sole arbitration of the Chief Administrator, Capital Project, Chandigarh acting as such at the time of reference. It will be no objection to such appointment that the arbitrator so appointed i.e. Government servant that he had to deal with the matters to which the deed relates and that in the course of his duties as such Government servant he has expressed view on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this lease

21. It is hereby agreed and declared that unless a different meaning shall appear from the context, the expression "Lessor" used in these presents shall be in relation to any matter or anything contained in or arising out these presents, include every person duly authorised to act or to represent the Administrator Union Chandigarh in respect of such matter or thing. In witness whereof the parties have hereto respectively subscribed their names at the places and on the dates hereinafter in each case specified. Signed by the said On the 1. Witness 2. Witness day of 20 Lessee Signed by, for and Oil behalf of the President of India and setting under his authority at the —day of 20 . AEO U.T., CHANDIGARH In the presence of Witnesses: 1. 2- ANNEXURE "C" DEED OF LEASE OF BUILDING LEASED OUT FOR PRIVATE PARTY This deed of lease made the 2000 between day of the President of India (hereinafter called "lessor") of the one part and Sh./Smt. —(hereinafter called "lessee(s)" of the other part. Whereas, the building described in the Schedule hereto annexed (which is hereinafter called the said building) is owned by the lessor in full proprietary rights- And whereas, the lessor has agreed to grant to the lessee(s) lease of the said building I. The lessor hereby demises to the lessee/set all that the said building to hold the same to the lessee/s from —day of the covenants hereinafter contained and each of them

2. The lease shall be governed by the provision of Capital of Punjab (Development and Regulation) Act, 1952, and the rules made thereunder from time to time. 3. (a) The lessee shall pay a monthly rent of Rs- the 10th day of the month for which it falls due- in advance by (b) If the rent is not paid in full on due date the lessee shall without prejudice to the other rights and remedies of the lessor under this deed, pay liquidated damages at the rate of 10 percent of the amount in arrears, 354 Leasing out of Government Built up Shops/Booths on monthly rent basis in Chandigarh Scheme, 2000 being a sum equal to the 4. The lessee has deposited a sum of Rs. three months rent as security which shall be refunded on expiry of the lease or adjusted against arrears of rent or damages, if any , unless it is forfeited to the lessor in accordance with the terms of this lease. If and when the amount of security falls below three months rent on Account of adjustment of any amount due from the lessee during the currency of the lease, the lessee shall replenish the said security

5. The lease so granted under clause I shall further be renewable for a period of 5 years on the terms and conditions contained as determined by the lessor, In case the lessee applied for this to the lessor in writing within one month from the date of expiry or previous lease deed. The lease so applied will be granted only after approval by the lessor. The lease so granted shall be renewable for a further period of five years after increasing the rent @ 20 percent over the last prevailing rate of rent i.e. the base rate

6. The lessee/s shall not store empty packing case of baskets or any goods or any other such material on any roof or any projection of the said building or on the open space around the same or any other place from where such goods or material may be visible from outside. 7, The lessee shall pay all general and local taxes and lessees for the time being imposed or assessed on the said building by the competent authority

8. The lessee/s shall get the above lease deed registered with the Sub Registrar, Chandigarh within one month from the date of execution of lease deed/ receipt of lease deed by him/them and supply one certified copy of the same to the office of the lessor, after getting registered with the Sub Registrar, failing which it will be presumed that no lease deed has been executed between the lessor and lessee and the lessor will be free to take back the possession without any notice to lessee. 9, The lessee/s shall not make any addition or alteration Of any sort in any part of the said building without the previous permission in writing of the lessor

10. No obnoxious trade shall be carried on the said building

11. The lessee/s shall not sublet the said building or any part thereof or transfer his rights under the lease in any manner i.e. by executing GPA/SPA any other such document or by induction of partners in the firm or parting with the possession

12. The lease granted under clause I shall be liable to be terminated without notice:- (a) On the failure of the lessee to deposit the amount of monthly rent.as stipulated in clause 3 of lease deed. (b) In the event of misuse of site by the lessee i.e. running any other trade or commercial activity as specified in clause I, (c) In the event of any alteration of site without the prior permission of the lessor. (d) In the event of breach of any of the condition of lease

13. On termination of the lease in accordance with clause IO above, the lessor may in addition to resumption of the said building forfeit to whole or part of the security deposited by the lessee's

14. On termination of the lease, the lessee/S shall remove temporary structures and fixtures etc., if any fixed by him and deliver the vacant possession of the said building to the lessor. In the event of default by the lessee/s in removing the temporary structures and fixtures etc. the lessor shall at his option, have the right to remove the same and recover the cost of removal from the lessor or to dispose of the same. 1 Leasing out of Government Built up Shops/Booths on monthly rent basis in Chandigarh Scheme, 2000 355 of the same without any liability to compensate the lessee/s in respect of the same

15. The area in front of the said building shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than a public road/passage- 16. The lessee/s shall make prompt payment of water and electricity charges to the authorities concerned and shall pay all arrears, if any, before vacating the premises on the termination of the lease or resumption of the said building

17. The lessor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours notice in writing enter in or upon any part of the said building for the purpose of ascertaining that the lessee/s has duly observed the conditions of the lease. 18. On termination of the lease, the lessee/s shall deliver the vacant possession of the building in its original state i.e. without any damage to the building or fixtures and the cost of the damages, if any shall be recoverable from the lessee/s, 19. The lessor shall have full right, power and authority all times to do through his officers or servants all acts and which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservation herein contained and to recover from the lessee/s the cost of doing any such act or thing

20. All disputes and differences arising out of or in any way touching or concerning this lease whatsoever shall be referred to the sole arbitration of the Chief Administrator, Capital Project, Chandigarh acting as such at the time of reference. It will be no objection to such appointment that the arbitrator so appointed i.e. Government servant that he had to deal with the matters to which the deed relates and that in the course of his duties as such Government servant he has expressed view on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this lease

21. It is hereby agreed and declared that unless a different meaning shall appear from the context, the expression "a-Lessor" used in these presents shall be in relation to any matter or anything contained in or arising out of these presents, include every person duly authorised to act or to represent the Administrator, Union Territory, Chandigarh in respect of such matter or thing. In witness whereof the parties have hereto respectively subscribed their names at the places and on the date hereinafter in each case specified. Signed by the On the Of 20 Lessee 1. Witness 2. Witness Signed by, for and on behalf of the President Of India and setting under his authority at the day of AEO U.T., CHANDIGARH In the presence of Witnesses: