

LICENSING OF BUILT UP PLATFORMS TO THE SECOND HAND BOOK SELLERS OF SECTOR-15, CHANDIGARH SCHEME 2007

Licensing of Built up Platforms to the Second hand book sellers of Sector 15, Chandigarh Scheme, 2007 [Published in Chandigarh Administration Gazette dated 24. JO. 2007 at page 1876] No. 21/1/350 - IJTFI (3) - 2007/6655 - Whereas a number of persons have been unauthorisedly running the business of sale of old / second hand books in Sector 15, Chandigarh, And whereas, the said land in Sector I -5-D, Chandigarh i.e. under the occupation of these book sellers is required for public purpose i.e. cycle-track and road widening etc.; Now, therefore, in order to resettle such old / second hand book sellers, the Administrator, Union Territory, Chandigarh, in accordance with the powers conferred by Section 3 and 22 of the Capital of Punjab (Development and Regulation) Act, 1952 and all other powers enabling him in this behalf, is pleased to make the following scheme for allocation of built up Platform on monthly license fee basis, namely:- 1. This Scheme may be called "Licensing of Built up Platforms to the Second hand book sellers of Sector 15, Chandigarh Scheme, 2007," 2. This Scheme shall be applicable to the second hand Book Sellers operating from V-3 road in front of Punjab University in Sector 15, Chandigarh

3. This shall come into force at once- 4. In this Scheme, unless the context otherwise requires:- (a) "Agreement" means an agreement in Form "C" appended to this Scheme. (b) "Competent Authority" means the Commissioner, Municipal Corporation or any other officer authorized by him, (c) "Family" means the wife or husband, as the case may be and dependent parents, children, brother and sisters as ordinarily residing with the applicant. "License" means the grant of right by or on behalf of Central Government to do or continue to do in or upon the said immovable property of the Administration something which would, in the absence of such right be unlawful and such right does not amount to an interest in the property, the right is called a License. 384 Licensing of built up Platform to the Second hand book sellers of Sector 15, Chandigarh Scheme, 2007 (e) "Licensor" means the Central Government and in relation to any matter or thing contained in or arising out of these present* every person duly authorized to act on behalf of Central Government in respect of such matter OK then (d) "Built-up Platform" means structure of a specified design approved by the Architect Department, U.T. Chandigarh. (g) " ; Trade" means specified trade as mentioned in the terms and conditions of license and this Scheme 2007, (h) "Nodal Agency" means Municipal Corporation, Chandigarh. 5. The Nodal Agency shall have the powers to;- (a) Make R110GRte/re-8110CHle of built up platform - (b) To receive all the payments under this scheme. (c) To cancel/revoke the licence. (d) To re-enter, retake possession of any super structure/built up platform whenever required or to order the removal of unauthorized occupants. (e) To prescribe it) ms or registers and receipts and other record which it considers necessary

6. The Competent Authority may allocate a built up platform on monthly license fee basis to a person who has been declared eligible by the competent Authority

7. A person shall be eligible for the allocation of built up platform under this scheme if.• (a) His/her name figures in the survey conducted by the Chandigarh Administration/ Municipal Corporation, Chandigarh for (1) old book sellers operating from V-3 road in front of Punjab University, Sector 15-A* Chandigarh, (b) The applicant has attained the age of 18 years. (c) He/she does not own a commercial site/ shop in Union Territory of Chandigarh» Mohali, Panchkula and NAC Zirakpur in his own name or in the name of any dependent member and the total family income from all sources does not exceed Rs. 7500/- per annum (Rupees seven thousand and five hundred only) for which he shall have to furnish an affidavit duly attested by the Executive Magistrate, Chandigarh to this effect, (d) He is not an employee of Government/ Semi-Government Organisation / Public Sector Undertaking / Civil Body etc: (e) In case more than one person is found to be carrying out the sale of books from the same stall at the existing site during the survey conducted as in sub clause 'a' above then the licence shall be granted jointly to such eligible persons. 8. The eligible persons shall within 7 days of the publication of notice submit an application to the Competent Authority in Form "A" and form "B" appended to this Scheme, The form will be supplied by the Competent Authority on demand free of cost. The applicant shall also furnish an affidavit duly attested by the Executive Magistrate, Chandigarh affirming all facts which make him eligible for grant of licence of built up platform. 386 Licensing of Built up Platforms to the Second hand book sellers of Sector 15, Chandigarh Scheme, 2007 9. The eligible person shall have to register himself for

allotment of built up platform after paying Rs 100/- AR registration fee to the competent authority. The Competent Authority shall fix time and date for the actual shifting of persons who are given the built up platform. On licence basis under the Scheme, 11. Every licensee of the built up platform shall have to vacate the unauthorized occupation of the encroached site in his possession and hand over its vacant and peaceful possession within the period prescribed by the competent authority. Non vacation of the encroached piece of land shall result into revocation of the licence.

12. The licence of built up platform shall be granted to the eligible applicant by draw of lots. Refusal of an individual to participate in the draw of lots or to accept licence through draw of lots would render ineligible under this Scheme. 13, Failure to use the built up platform for the purpose for which it is allocated within a time limit of 15 days from the date of allotment of possession, shall amount to breach of conditions of the licence and license shall be revoked by the Competent Authority on this ground, 14. The applicants who are found successful after the draw of lots shall be issued license by the Competent authority in Form "D" appended to this scheme. Every successful applicant shall be required to deposit the amount of security equal to three months fee i.e. Rs. 2250/- and monthly license fee of Rs. 750/- in the manners prescribed by the competent authority.

15. The licensee shall execute License Agreement / Deed of license with the Commissioner, Municipal Corporation, Chandigarh, or the Competent Authority as may be specified and get the same registered with the Sub Registrar, U.T. Chandigarh

16. The amount of monthly license fee of Rs.760/- shall be payable in advance by the licensee. on or before the 10th day of the month in which it falls due. In case of delay in payment, the licensee shall have to pay 20% penalty for 1st month of delay, for the second, 60% for 3rd, 80% for 4th month and 100% for 5th month of delay, After this period of 5 months the license in respect of the built up platform shall stand cancelled. 17b All the arrears in respect of the built up platform shall be recoverable as arrears of land revenue, 18, The period of license shall commence from the date of issue of letter in Form "D" or as determined by the Chandigarh Administration, License shall be for a period of 5 years with an annual increase of 5% of license fee. After the expiry of the said period of 5 Years, the license may be renewed for such further period on such terms and conditions as the Licensor may decide, 19. In case the licensee desires to get the license terminated* he shall vacate the platform and hand over the vacant possession of the platform to the competent authority. Licensing of Built up Platforms to the Second hand book sellers of Sector 15, Chandigarh Scheme, 2007 387 20. The licensee shall not assign his/ her right in the license in any part thereof directly or indirectly and shall not sublet, transfer or otherwise part with in any manner, the possession of the built up platform or any part thereof, Permission for running the business in the said platform shall be construed as subletting and breach of terms and conditions of allotment.

21. The licensee shall have no right to transfer by way of will, sale, gift, mortgage or otherwise any right, title or interest in the licensed platform which vests in the Central Government/Licensor. 22, The licensee could work only during the fixed hours during day time and after business hours he shall be required to take away the books or magazines from the said built-up platform daily. The licensee shall not be allowed to close down the built up platform during night.

23. In the event of death of the licensee, the legal heirs/ heir (class-I legal heirs) will be entitled to apply for fresh licence. The said legal heirs / heir shall supply the Licensor / Competent Authority, Certified copies of the document(s) evidencing the claim of grant for licence to him [them. However, the grant of license will be at sole discretion of the competent authority subject to fulfillment of eligibility conditions as provided under the scheme.

24. The built up platform shall not be liable to attachment or sale by any process under any law, 25. The licensee under the Scheme shall not be entitled to execute a General Power of Attorney, Special Power of Attorney or will in respect of affairs of platform in any manner.

26. No obnoxious or any other trade shall be carried on or allowed to be carried on in the said platform. The platform shall be used exclusively for the purpose and trade for which it has been allotted and for no other purpose. No activity such as STD, FAX Machine, Photostat machine and typing work shall be allowed. No water connection shall be claimed or provided at the said platform.

- 21. The licensee shall not make any addition, alteration or amalgamation in the platform licensed to him / her.** The licensee shall, however, conform to the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 regarding construction of superstructures over the platform site
28. The expenditure on the supply of electric connection shall be borne by the licensee and he shall pay electricity charges in accordance with the rules of Department, Chandigarh Administration
- 29. The licensee 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 licence period be assessed, charged or imposed upon the licensee and the platform.**
30. The licensee shall not keep or store empty packing cases or basket or goods or any other material on the road or in the open space around the platform
- 31. The licensee shall at all times keep and maintain the platform in a proper state of cleanliness to the satisfaction of the competent authority.**
32. The Competent Authority or any other officer authorized by Chandigarh Administration at all reasonable times, enter in or upon any part of platform for the purpose of ascertaining as to whether the licensee has duly observed the conditions of licence
- 33. The licensee shall conform to the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the rules framed thereunder from time to time.** He shall also abide by the provisions of the "Licensing of Built up platforms (to the Second hand Books Sellers of Sector 15 Chandigarh) Scheme 2007" as amended from time to time. In case of breach of any of the provisions of the Act or Scheme, the competent authority may cancel the licence after affording an opportunity of hearing to the licensee and forfeit the whole and part the amount of security
- 34. The order passed by the competent authority canceling the license of platform shall be appealable before the Chief Administrator, Chandigarh within 30 days from the date of issue of the order.** The order passed on appeal shall be final
- 35. The competent authority may impose any condition from time to time which it considers necessary for the achievement of the objective of the scheme.**
- "FORM A" Application form for licensing of Built-up Platform sites for sale of Old Books. Photo of the Applicant, U.T., Chandigarh
- Subject: - Allocation Of Built up Platform for sale of Old Books on license fee basis. Sir, It is requested that the applicant is a bonafide book seller working in Sector 15 market and selling old books on V-3 road opposite Panjab University, Sector 15, Chandigarh. I may be granted a licence of a platform in Sector 15 for the sale of old / second hand books. Necessary particulars are given below:-
- (a) Name in block letters : (b) Father's / Husband's Name : (c) Age : (d) Complete residential address
- Licensing of Built up Platforms to the Second hand book sellers of Sector 15, Chandigarh Scheme, 2007
- (g) Permanent Address : (h) Trade Old Book Seller : (i) Date from when doing business at site : (j) Family Monthly income from all sources:
- 389 2. It is certified that I do not own, either on free hold or lease hold basis a commercial site / building / rehri site / rehri licence in Chandigarh, Mohali, Panchkula and NAC 7, Faridkot in my own name or in the name of any member of my family dependent upon me
3. It is certified that I have been actually working at the site mentioned above, 4, am not employed in any Government Semi-Government Organisation / Civic Body / Bank / public sector undertaking etc, 3, I enclose herewith an affidavit duly attested by the Magistrate 1st class affirming all facts stated above and also indicating that the applicant is for a grant of license for allocation of a built up platform under this Scheme
- 6. Two copies Of passport size photos, duly attested by a Magistrate, Class 5 are also sent herewith.** One copy of photo has been pasted above
- 7. The undersigned has read and understood the terms and conditions on which the platform is to be allocated on licence basis- I agree to abide by all the terms and conditions as mentioned in the Licensing of Built up Platforms to the Second hand Book Sellers of Sector 15, Chandigarh Scheme 2007 and also conform to the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and Rules made thereunder from time to time.**
- Dated: 1, resident of house no. Yours Faithfully
(Signature of the applicant) "FORM B" AFFIDAVIT of Sector Chandigarh, do hereby solemnly under:-
1. That the particulars given in my enclosed application are true and 2. That I am the original/

bonafide occupier of site at V-3 road in front of Panjab University in Sector 1 Chandigarh. 3. I do not own any commercial site, booth or any commercial building industrial site / industrial shed or rehri site or rehri elsewhere in Chandigarh, Manimajra, Panchkula, Mohali or NAC Zirakpur and I have neither any interest in any such trade or any other business within the Union Territory, Chandigarh. My spouse or any member of my family dependent upon me also does not own any commercial/ industrial / Rehri site or business in Chandigarh, Manimajra, Panchkula, Mohali or NAC Zirakpur. I am dependent on the sale of old book business exclusively- 390 Licensing of Built up Platforms to the Second hand book sellers of Sector 15, Chandigarh Scheme, 2007 4. That my family monthly income from all sources does not exceed Rs. 7500/- (Rupees Seven Thousand and Five Hundred Only)

5. That I am not employed anywhere in Government/Semi—Government Organisation/Civic Sector or any other Undertaking etc. 6- That I shall use the platform exclusively for selling old (second hand books and not for any other trade

7. That I clearly understand that the license for the built up platform is to be made on monthly licence fee basis for a period of 5 years with an annual increase of 5% of licence fee

8. That I shall abide by the terms and conditions of the Scheme formulated/ notified for the licensing of the Punjab (Development and Regulation) Act, 1952 and "Licensing of Built up Platforms to the Second hand Book Sellers of Sector 1 S, Chandigarh, Scheme 2007". I shall pay the license fee as fixed by the Chandigarh Administration/Competent Authority from time to time

9. That I shall remove my articles from the site and shift to the licenced built-up platform within the time fixed by the Competent Authority in this respect

10. That I shall pay monthly rent in advance by the 10th of each month, In the event of my failure to do so, license of platform in my name is liable to be revoked, besides the forfeiture of security amount already paid by me. I shall be liable to be evicted from the platform site and pay its license fees along with damages if any, till my actual eviction. The license fee and damage shall be recoverable in the same manner as arrears of land revenue. 11. 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

12. That I shall not assign my rights directly or indirectly and shall not alienate, sublet, mortgage, part with, said platform or enter into a partnership with any one else to run my business in the said platform

13. I shall not make any addition, alteration or amalgamation in the platform licence to me. Place :
Dated: Verification:- Deponent r, the aforesaid deponent do hereby further declare that the particulars furnished above true to the best of my knowledge and nothing has been concealed therein. Deponent (To be attested by a Magistrate) Licensing of Built up Platforms to the Second hand book sellers of Sector I
Chandigarh Scheme, 2007 "



FORM C" 391 Licence Agreement/Deed of Licence for Built up Platform on monthly Licence fee basis,

This agreement is made on this day of between the President of India acting through Municipal Commissioner, Municipal Corporation, Union Territory, Chandigarh, (hereinafter called the Licensor) Of the one part and Sh son of Sh resident of licensee with the context includes heir, successors and representatives) of the second part. Whereas the Built up Platform described in the schedule hereto annexed (hereinafter called the Platform) 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 tolerate the said Built up Platform on monthly licence fee Basis. Now, therefore, this License Agreement/Deed of Licence witnesseth as follows:- 1. The Licensor hereby allocate to the licensee the said Platform to 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 conform by the provisions of the Capital of Punjab (Development and Regulations) Act, 1952 and the rules made thereunder from time to time

3. The licensee has paid a sum of Rs.2250/- as the Security equal to three months license fees and Rs. 750/- as monthly license fees for the month commencing on in advance on the date of this agreement (the Licensor hereby acknowledges). The licensee shall hereinafter pay to the licensor for the use of the said platform the total amount of monthly licence fee determined under clause 12 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 licensee fees, as agreed or any other charge due from him or fails to comply with any of the conditions contained in this agreement the licensor may, after giving fifteen days notice, revoke the license. In that event the licensor shall be entitled to revoke the license and take possession of the said platform 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 along with penalty, as proposed in the Scheme as arrear of land revenue. The amount of security deposited by Licensee shall be forfeited in such eventuality

5. In case the licensee desires to surrender the licence, he should vacate the premises and hand over the vacant platform to the competent authority after paying the dues up to date. 392 Licensing of Built up Platforms to the Second hand book sellers of Sector 15, Chandigarh Scheme, 2007 6. The said platform shall not be liable to attachment Of sale by and process under any law

7. The Licensee shall pay all general and local taxes and cesses being imposed or to be imposed in future on the said platform 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 platform, 10. No obnoxious trade shall be carried on or allowed to be carried on in the said platform. The Platform shall be used exclusively for the purpose and trade of selling of old / second hand books and for no other purpose. No activity such as STD, FAX Machine, Photostat Machine and typing work shall be allowed. No water connection shall be claimed or provided at the said platform. 11. The licensee shall at all times keep and maintain the said Platform in a proper state of cleanliness to the satisfaction of the competent Authority or his officers and servants duly authorized by him in this behalf

12. The licensee shall not sublet the said Platform or any part thereof transfer directly or indirectly his rights against the scheme. Executing into partnerships for running business on the said platforms shall be constructed as subletting

13. The area in front of the said Platform 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 Platform to the Licensor

15. The Licensor may, through his officers and officials, at all reasonable time and in a reasonable manner after reasonable notice in writing, enter in the upon any part of the structure built up on platform 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 the reasonable notice, 16. The Licensor

shall have full right, power and authority at all time 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, [xxx] 18. 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 authorized to act or to the Central Government in of such matter or thing; I. Deleted by Chdr Admn. Gaz. Notification dated 17.01.2008 Licensing of Built up Platforms to the Second hand book sellers of Sector 15, Chandigarh Scheme, 2007 393 (b) The expression "Chief Admi and "Competent Authori9" 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 Built up platforms to the second hand Book Sellers of Sector 15, Chandigarh Scheme 2007. (c) The expression "licensee" used in these presents shall mean (he person to whom the said Platform has been allocated for use by the Competent AuthoriW. (d) The expression "Scheme" used in the present shall mean "Licensing of Built up Platform to the Second hand Book Sellers of Sector 15, Chandigarh Scheme 2007" In witness whereof the parties hereto have appended their respective signatures hereunder on the dates respectively mentioned under their signatures. Signed By on the Licensee Witness:- 1. Name : Signature : Residence Occupation



2. Name.Signature Residence : Occupation : Signed by Sh Rio said licensee for and on behalf of the I-
.iöäöFTiie Competent Authority Rt Chandigarh on the In the presence of Official Witness:- 1. Name
Residence Occupation 2. Name Residence Occupation day of 2007. (Scal of the Competent Authori\$') 394
No. Dated: To Licensing of Built up Platforms to the Second hand book sellers of Sector 15, Chandigarh
Scheme, 2007 "



FORM D" LICENCE LETTER Subject:- Allocation of Built up Platform at Chandigarh. Memorandum
Reference you application dated cited above

2. Licence of built up platform No , on the subject Sector Chandigarh is hereby granted to you on monthly license basis w.e.f. for cunning business of sale of old books on the terms to and conditions mentioned herein

3. The licensee shall conform to the provisions of Capital of Punjab (Devel- opment and Regulation) Act, 1952 and Rules made thereunder from time to time.4. (a) The monthly licence fee of the platform is Rs. and payable to the Competent Authority in advance by the 10th day of the 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. The licensee shall deposit a sum of Rs.2250/0 being a sum equal to three month's licence fee as security which shall refunded on expiry of period of licence or adjusted against arrears of licence fee or damages, if any, unless it is forfeited to the licensor in accordance with the terms of this licence. If and when the amount of security falls below three months licence fee on account of adjustment of any amount due from the licensee during the currency of the licence, the licensee shall replenish the security

6. In the even of non payment of license fee by the due date(s) or within such extended period as may be allowed (but not exceeding five months, as mentioned in Clause 12 of the Scheme 2007, in all from the date on which the license fee was originally due) a notice shall be issued to you to show cause as to why the licence be not cancelled as per the provisions of the Licensing of Built up Platforms to the Second hand Book Sellers of Sector IS Chandigarh Scheme, 2007.After considering the cause, if any, shown by the licensee, in pursuance of aforesaid notice, the Competent authority may either allow payment of licence fee with the penalty or may order the cancellation of licence and forfeiture of whole or any part of security amount paid

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

8. You shall pay all fees or taxes or cesses which may be levied or assessed on the structure erected on platform from time to time, under any law

9. The built up platform shall be used exclusively for sale of old/ second hand books.No change of trade shall be allowed under any circumstances of sale of old/second hand books. Licensing of Built up Platforms to the Second hand book sellers of Sector 15, Chandigarh Scheme, 2007 395 10. In the event of default, breach of non—compliance of any of the condition of allocation, the same may be cancelled and the whole/part of amount paid and the security so deposited shall be forfeited. 11. On termination of the licence, the licensee shall handover the vacant possession of the platform to the competent authority and shall clear all dues payable by him. 12, In all correspondence on the subject, you will quote file number which is in your case in order to facilitate early attendance of fees will be deemed to have been made on the date when necessary particulars are supplied to the Competent Authority in writing

13. The right of use of side wall of the end built up platform including right to display advertisement and benefit derived there from 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

14. 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 15, 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 park 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

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

17. The licensee shall not make any addition or alteration in the platform licenced to him

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