

## **"FORM A"**

### **Application form for licensing of Built-up Platform sites for sale of Old Books.**

To  
The Competent Authority,

U.T., Chandigarh

Photo

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: \_\_\_\_\_
- e) Permanent Address : \_\_\_\_\_
- f) Place of Work : \_\_\_\_\_
- g) Trade : Old Book Seller : \_\_\_\_\_
- h) Date from when doing business at site : \_\_\_\_\_
- i) Family Monthly income from all sources: \_\_\_\_\_

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, Photograph Panchkula and NAC Zirakpur 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. I am not employed in any Government / Semi-Government Organisation / Civic Body / Bank / public sector undertaking etc.

5. I enclose herewith an affidavit duly attested by the Magistrate Ist class affirming all facts stated above and also indicating that the applicant is entitled 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, istClass 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:

Yours Faithfully

( Signature of the applicant)

## **"FORM B"**

### **AFFIDAVIT**

I, \_\_\_\_\_ son of \_\_\_\_\_  
resident of house no. \_\_\_\_\_, Sector \_\_\_\_\_  
Chandigarh, do hereby solemnly affirm and declare as under:-

1. That the particulars, given in my enclosed application are true and correct.
2. That I am the original/ bonafide occupier of site at V-3 road in front of Panjab University in Sector 15, Chandigarh.
3. That I do not own any commercial site, booth or any commercial building industrial site / industrial shed / 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 such trade or any other business within the Union Territory, Chandigarh. My spouse or any member of any family dependant 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.
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 Body/ Bank/ Public 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 15, 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 / damage shall be recoverable in the same anner 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, partwith, 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 : \_\_\_\_\_ Deponent \_\_\_\_\_  
Dated: \_\_\_\_\_

### Verification:-

I, 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)**

## **"FORM C"**

### **Licence Agreement / Deed of Licence for Built up Platform on monthly License 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 Licensors) 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 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 Licensors in full proprietary rights;

And whereas the Licensors has agreed to allocate the said Built up Platform on monthly license fee Basis.

NOW, THEREFORE, THIS LICENSE AGREEMENT / DEED OF LICENCE WITNESSETH AS FOLLOWS:

1. The Licensors 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 hereunder 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 receipt where of 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 alongwith penalty, as proposed in the Scheme as arrear of land revenue. The amount of security deposited by Licencee 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.
6. The said platform shall not be liable to attachment or 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, Photostate 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 partner ships for running usiness 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 o the said Platform to the Licensors.

15. The Licensors may, through his officers and officials, at all reasonable time sand 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 the reasonable notice.

16. The Licensors 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. 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.

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 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 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 the person to whom the said Platform has been allocated for use by the Competent Authority.

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 \_\_\_\_\_ R/o  
\_\_\_\_\_ said licensee on the  
\_\_\_\_\_ day of \_\_\_\_\_  
2007.

Licencee

**Witness**

1. Name : \_\_\_\_\_

Signature : \_\_\_\_\_

Residence : \_\_\_\_\_

Occupation : \_\_\_\_\_

2. Name : \_\_\_\_\_

Signature : \_\_\_\_\_

Residence : \_\_\_\_\_

Occupation : \_\_\_\_\_

Signed by Sh \_\_\_\_\_ for and  
on behalf of the  
Licensor by the Competent Authority at Chandigarh on the  
\_\_\_\_\_ day of \_\_\_\_\_ 2007.

(Seal of the Competent Authority)  
In the presence of Official Witness:-

1. Name \_\_\_\_\_

Residence \_\_\_\_\_  
Occupation \_\_\_\_\_  
2. Name \_\_\_\_\_  
Residence \_\_\_\_\_  
Occupation \_\_\_\_\_

## **"FORM D"**

### **LICENCE LETTER**

No. Dated:

To

\_\_\_\_\_  
\_\_\_\_\_

Subject:- Allocation of Built up Platform at Chandigarh.

### **MEMORANDUM**

Reference you application dated \_\_\_\_\_, on  
the subject cited above.

2. Licence of built up platform No \_\_\_\_\_ Sector \_\_\_\_\_  
Chandigarh is hereby granted to you on monthly license  
basis w.e.f. \_\_\_\_\_  
to \_\_\_\_\_ for running business of sale of old  
books 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 licence fee of the platform 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. The licensee shall deposit a sum of Rs. 2250/- being a sum equal to three month's licence fee as security which shall be 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 event 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 15 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.
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 to your correspondence, payment of license 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 hi.

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