



New Delhi Municipal Council

PALIKA KENDRA: NEW DELHI-110001

TERMS AND CONDITIONS OF LICENSE

1. That the licensor reserves the right of licensing out the premises to any other person/persons it deemed proper and to reject any or all the tenders without assigning any reason.
2. That the space will be licensed for 10 years subject to enhancement of license on 'As is where is basis'. The license will be renewable only on such terms and conditions, as may be decided by the licensor. In the event of license, he can do so by giving three months notice in writing terminating his liability on the date of expiry of said notice or the date of handing over the possession of the licensed premises whichever is later, provided the outgoing licensee before handing over the possession, clears all the municipal dues including damage charges, if any. Clearance of the dues will be essential condition for acceptance of the notice, in the event of non-payment of the dues before the date of expiry of the notice period the time taken in clearing the municipal dues will automatically postpone the date of notice of notice period and the period of notice in that event on the date of clearance of the dues.
3. That the licensee will offer rates of monthly license fee on sqft. Basis of the covered area including the area covered by toilets passage and pillars, for the period of 10years. The monthly license fee will be determined on the basis of covered area as defined in the memorandum of information and the rate of license fee as may be accepted by the licensor.
4. The liability for payment of license fee would commence from the 10th day of the date of issue allotment letter.
5. That licensee shall obtain information and make all arrangements / provisions necessary for fire prevention and fire safety arrangements as may be prescribed by the Chief Fire Officer of or any other code/standard practice or by any other competent authority in this behalf at his/her own cost. The licensee shall carry out the work of providing the fire prevention and fire safety measures to the full event of failure of the licensee to do the needful the licensor may get the work done for and on behalf of the licensee and in that event the licensee shall pay to licensor the entire costs (including the departmental charges) incurred in this behalf. After installation of the fire preventive and fire safety equipment in the premises as per the requirement of the Chief Fire Officer or any other competent authority in this respect, the building. The licensee shall pay the service charge for the services rendered by the licensor for operation and maintenance of the fire preventive and fire safety arrangements on proportionate area basis in addition to the license fee determined for the premises. The non-payment of the service charges on this account shall be treated as breach of terms and condition of license and shall render the license liable to be revoked/cancelled.
6. That the licensee will be required to deposit four months license fee as security two months advance license fee and proportionate cost of installation of fire fighting system within a period of three days of the receipt of this intimation of acceptance of tender application towards the fulfillment of the contractual obligation and in case of any breach of terms and condition of license, the same shall be forfeited. The earnest money deposit by the licensee along with the tender will be adjusted in the security deposit referred to above. The security deposit will be non-interest bearing.
7. That the licensee will execute a license deed on a non-judicial stamp paper of Rs.50/- with two carbon copies on judicial stamp paper within a period of three days of the receipt of intimation of acceptance of tender application. All documentation charge will be borne by the licensee.
8. That the licensee will pay the license fee in advance by the 10th of each English Calendar month of the dates on commencement of license fee except the first license fee which will be payable immediately on demand on acceptance of the tender application and the same shall adjusted towards monthly license fee immediately on commence of license fee. Non payment of license fee within the prescribed date will constitute breach of the terms of the license and shall render license liable to be prescribed date will constitute breach of the terms of the license and shall render license liable to be revoked and interest @ 12% per annum or as decided by the council from time to time on the amounts of license fee payable remaining outstanding beyond the due date and falling in arrears shall continue to accrue till the license fee account is finally squared up.

9. That if the license fee hereby reserved or any other part thereof shall at any time be in arrears or remains unpaid after the due date or if the licensee at any time fails or neglects to perform or observe any of the terms and conditions herein contained and on her part to be observed and performed then in that event the licensor may without prejudice to his general right of the revocation of license as a licensor by giving right 0days notice in writing to the licensee determine the license, re-enter the premises in question, or any other part thereof and the licensee shall upon such determination peaceful give up possession of the premises in question without any right to compensation whatsoever and thereupon this license shall absolutely determine without prejudice to any right to action or remedy of the licensor in respect of any antecedent breach of terms and condition and covenant on the part of the licensee.
10. That save as otherwise provided in clause No.9 without prejudice to the rights and privileges of the licensor during the roof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation or in partnership without the prior written permission of the licensor, not shall be he/she entitled to allow any person the occupy the licensed premises or to use any part thereof same with the permission in writing of the licensor.
11. That the licensed premises shall not be used by the licensee for any other purpose except for the purpose of office for which it is licensed and the licensee shall not be entitled to put up any canteen. Shop, stalls, counter or such structure on the licensed space.
12. That the license is revocable at the will of the licensor and does not create or vest any interest the licensee in the licensed premises. In the event of revocation of license for any reasons or without assigning any reasons or on expiry of term of license the licensee shall not remove from the licensed premises the furnishings, fittings and fixtures etc. belonging to the licensee of the type removal of which is likely to cause damage to the building and the same shall belong to the licensor without payment of any compensation. In case of the licensor deciding not to retain all or any of the fittings, furnishings the licensee shall remove the same peacefully and restore the licensed space to the original condition at his own cost.
13. That the licensee will be licensed the said premises, equipment, installations, fittings and fixtures on "As is where is basis " and the license shall not make any addition/alterations in the licensed space installations and wiring and when permitted by the licensor, the said additions and alterations shall be carried out by the licensee at his own cost to the satisfaction of the licensor. However, the licensee shall not be entitled to any compensation for any addition or alteration carried out by him then in the licensed premises and the same shall vest on the licensor. Licensor shall provide the facilities for internal water supply and sanitary installation.
14. That the licensee shall not do anything in or outside the licensed premises which may create nuisance or may cause annoyance to the neighbors and or to the licensor.
15. That the overall control and supervision of the premises shall remain vested in the licensor and the licensor through its authorized representatives will have the right to inspect the whole or part of the licensed premises, bonafide use and in connection with fulfillment of the other terms and condition of the license.
16. That the licensed premises have been provided with the electrical, sanitary and water supply fixtures and the same shall be handed over on "As is where is basis". The licensee will have to obtain electric and water connections and will bear the electric and water consumption charges by himself and would get the load for light and power sanctioned in his name after completing all the formalities like deposit of new connection fee etc. and the security. The licensee shall not exceed the sanctioned electric load and if any additional load is required by the licensee over and above then what is installed, the same would be sanctioned on receipt of such a request subject to its feasibility and the work of laying cables etc. if necessary, will be got done at his own cost to the satisfaction of the licensor.
17. That the licensee shall be responsible for keeping the accommodation licensed to him including the sanitary water supply and electrical fittings and fixtures in proper condition and in a manner befitting the building. The licensee shall not damage or cause it to be damage.
18. That the licensee shall maintain environmental hygiene and proper sanitation of the licensed premises including W. C. s toilets etc. during all working hours. In this regard the decision of the MOH, NDMC shall be final and binding on the licensee.
19. That the lifts installed in the premises shall be available to the licensee every day except Saturdays, Sundays and other holidays as may be declared by the Govt. Of India and Delhi Admn. From time to time, during the hours commencing from 8.30 AM 6.00 PM or as may be determined by the licensor from time to time. The heavy luggage and furniture in any form will not be allowed in the passenger lift. The lift service before 8:30 AM to 6:00 PM on all working days and on Saturday Sunday or other holidays can be provided on the request of the license at a rate as may be prescribed by the licensor from time to time, provided the request is made in writing at least two days in advance. The operation of the same shall be maintained by the licensor.

20. That the toilets if exclusively placed at the disposal of the licensee shall be maintained by the licensee at his own cost.
21. That the licensed space will be used by the licensee exclusively for officer purpose and the same or part thereof will no case be used for running canteen either on small scale or large scale or for any other purpose whatsoever.
22. That the licensee shall not display any neon sign board or advertisement board etc. without prior written permission of the licensor but the licensee shall be responsible to pay the advertisement tax or any other charges leviable by the licensor if any neon sign board etc. is installed with the prior written permission of the licensor.
23. That the allotment of the office accommodation if favor of the licensee would be purely temporary one and the same will be bare license which would be revocable at any time without assigning any reasons and in the event of revocation of license the licensor shall be bound to quit the premises within 10 days of the issue of notice of revocation of license by the council licensor and shall not claim any compensation whatsoever for resultant injury loss/damage thereof.
24. That the effective day to day maintenance, watch and ward sanitation of the licensed premises including attending to no current complaints from Meter onward and routine and periodical maintenance of electrical and other installations will be the responsibility of the licensee. The licensee shall have to engage adequate number of technicians for effective maintenance. In the event of the failure of the licensee to carry out effective day to day maintenance of the premises to the satisfaction of the licensor or may repair which the licensor may consider necessary should be carried out without delay or loss of time to avoid wastage of electricity/water and damages to municipal property the responsibility of which is otherwise that of the licensee the licensor may get the work done on behalf of the licensee and in that event the licensee shall pay to the licensor the cost including as per Indian Electrical Rules and shall abide by the requirement of Electricity Act (s) enforced from time to time.
25. That the licensor shall carry out annual repair to the licensed premises which shall mean white and color wash in fashion yearly and in the manner, the same is done at the time of grant of license, while paint work and polishing of the wood work in the premises as are new painted and polished will be done and in every three years.
26. That in the event of the license having been terminated earlier in terms of the relevant clause the licensee shall vacate the premises under license in a peaceful manner. The licensee shall also be responsible for making the damages, losses etc. to the licensed premises, fittings and fixtures noticed by the licensor at the time of vacating the licensed premises by the licensee except for the depreciation arising out of normal wear and tear and usage. The decision of the licensor, as to the extent of damages/losses will be final and binding. The licensee shall be bound to quit the premises as within 10 days of the notice of revocation of the license and shall not claim any compensation for any resultant injury thereof.
27. That in case the license is cancelled by the licensor, the unauthorized occupants of the Public Premises viz. Erstwhile licensee with all other unauthorized occupants, if any shall be liable to pay the damages at the rates as may be determined by the licensor. Besides, an interest at the rate of 12% per annum or as decided by the council from time to time shall be payable on the sum calculated as damages, if the damage charges as determined by the licensor are not deposited in the municipal treasury by the 10th of each calendar month.
28. That any communication or notice on behalf of the licensor in relation to the licensee may be issued to the licensee by an officer of the licensor and all such communications and notices may be served on the licensee either by the registered post of under certificate of posting or by ordinary post or by hand delivery or by affixing the same on the conspicuous part of the licensed premises shall be deemed to be a due service on the licensee.
29. That the licensee shall be bound to abide by all the provisions of the NDMC Act 1994 the bye-laws made there under from time to time existing or hereafter made and such other Central/local laws and rules and regulations existing herein or to be enacted or introduced hereafter.
30. That the Court of Estate Office, NDMC New Delhi only shall have the jurisdiction to entertain any application in respect of any proceedings under this agreement.
31. That notwithstanding anything contained in any clause here-to-fore mentioned the licensor shall have the absolute right at all times to undertake any additional construction to better utilization of the building and to improve its revenue.

