

**ESTATE-I DEPARTMENT
NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA : NEW DELHI**

PUBLIC NOTICE

The public is hereby informed that New Delhi Municipal Council (NDMC) announces e-auction of licensing rights of following office spaces/shops etc.:-

No.	Property Description and Address	Approximate Covered Area (sq. ft.)	Reserve Price (Rs. /month)	Permissible use	Reserve Category
Office Spaces and Shops in Palika Bhawan, R. K. Puram					
1.	Shop No. M - 18	195.00	21,450	Licensable	Unreserved
2.	Shop No. M - 31	195.00	21,450	Licensable	Unreserved
3.	Shop No. M - 42	195.00	21,450	Licensable	Unreserved
4.	Shop No. M - 52	199.49	21,944	Licensable	Unreserved
5.	Shop No. M - 08	95.00	11,400	Licensable	Disable
6.	Shop No. G - 15	195.00	35,100	Licensable	Unreserved
7.	Office Space in 2nd Floor	1,908.00	1,90,800	Office space	Unreserved
Office Spaces and Shops in Palika Place, R. K. Ashram Marg					
8.	Shop No. UG-19	78.00	5,850	Licensable	Unreserved
9.	Shop No. LG-57	54.27	2,443	Licensable	SC
10.	Office Space, 2nd Floor, No. 35	517.77	31,067	Office space	Unreserved
11.	Office Space, 2nd Floor, No. 39	517.77	31,067	Office space	Unreserved
12.	Office Space, 2nd Floor, No. 40	517.77	31,067	Office space	Unreserved
13.	Shop No. UG-40	25.61	1,025	Licensable	Unreserved
Shops in AIIMS Subway					
14.	Shop No. 1C	98.00	44,100	Licensable	ST
15.	Shop No. 1B	61.00	27,450	Licensable	Unreserved
16.	Shop No. 1A	94.00	42,300	Licensable	SC
17.	Shop No. 16A	117.00	52,650	Licensable	(Not for public) Reserved for Govt. (Amrut pharmacy)
18.	Shop No. 16B	61.00	27,450	Licensable	Ex-Serviceman
19.	Shop No. 16C	118.00	53,100	Licensable	Unreserved
20.	Shop No. 9A	104.00	46,800	Licensable	Unreserved
21.	Shop No. 9B	101.00	45,450	Licensable	Unreserved
22.	Shop No. 9C	104.00	46,800	Licensable	SC
Shop in North West Moti Bagh					
23.	Shop No. 4	128.00	19,200	Licensable	Unreserved

Earnest Money Deposit (EMD)	Equivalent to 8 times of Reserve Price for a month against each unit separately
Mode of payment of EMD	Online- details of bank account available at TCIL's website
Last date and time for submission of EMD	20.02.2019 upto 3.00 p.m.
Last date, time and place for submission of copies of PAN Card /GST, alongwith the returns for the last three years	20.02.2019 upto 3.00 p.m. Sealed box in the office of Accounts Officer (Estate-I), Room No. 5010, 5 th Floor, Palika Kendra, Sansad Marg, New Delhi
Date, time and place for training by Telecommunications Consultants India Limited (TCIL) to Participants who submitted EMD	22.02.2019 from 2.00 p.m. onwards Convention Centre, NDCC Phase-II, Sansad Marg, New Delhi
Forward e-auction on TCIL's website	From 25.02.2019 to 01.03.2019 as per schedule available on TCIL's website

The participants can participate in the e-auction after registering themselves on TCIL electronic tendering system, web portal url: <https://www.tcil-india-electronictender.com>

The schedule, terms & conditions, draft licence deed and other details regarding e-auction of licensing rights of following office spaces/shops etc. are available on TCIL website <https://www.tcil-india-electronictender.com> and also on NDMC website www.ndmc.gov.in

Jt. Director(Estate-I)

Attested

Terms and Conditions

- i. The public premises will be licensed for ten (10) years from the date of commencement of license deed i.e. the date of taking of possession of public premises on '**AS IS WHERE IS BASIS**' by the licensee from licensor i.e. New Delhi Municipal Council (NDMC). The licensee after taking formal occupation of the licensed public premises shall not contest thereafter that the licensed public premises is not complete in any respect whatsoever. If any change, internal renovation, additions/alterations are necessary, the licensee shall do the same at his own cost after obtaining prior written permission of the licensor and the liabilities for the payment of licence fee shall not be affected.
- ii. Any legal entity, which has legal capacity to (i) enter into agreement, (ii) assume obligations, (iii) incur and pay debts, (iv) sue and be sued in its own right, and (v) to be accountable for illegal activities, is eligible to participate in the e-Auction.
- iii. The Licensor (i.e. New Delhi Municipal Council) reserve the right to reject any or all the e-bidders/bids without assigning any reasons. The details of shops, office spaces, kiosks to be e-auctioned is given at **Annexure-I of Annexure-5** alongwith their(a) location, (b) covered area, (c) monthly reserve price, and (d) use of such shop/office spaces/kiosks.
- iv. The allotment will be made to the highest e-bidder in e-auction on licence fee payment basis for a period of maximum 10 years.
- v. All the participants who desire to participate in the e-auction, have to deposit an earnest money deposit (EMD) equivalent to eight times of reserve price for a month as indicated in **Annexure-I of Annexure-5 against** each unit into the bank account of NDMC separately for each unit through online payment mode through RTGS/NEFT/IMPS as per details mentioned below. NDMC then allow only such participants who had deposited EMD in advance prior to date of conduction of e-auction:-

ALLOCATION OF DYANMIC BENEFICIARY ACCOUNT NUMBERS FOR AUCTION OF SHOPS ETC. IN RESPECT OF EACH PROPERTY

SL. No.	DYNAMIC A/C NO.	LOCATION
1	03510832805	Shop No. M – 18, Palika Bhawan, R. K. Puram
2	03510832806	Shop No. M – 31, Palika Bhawan, R. K. Puram
3	03510832807	Shop No. M – 42, Palika Bhawan, R. K. Puram
4	03510832808	Shop No. M – 52, Palika Bhawan, R. K. Puram

5	03510832809	Shop No. M – 08,Palika Bhawan, R. K. Puram
6	03510832810	Shop No. G – 15,Palika Bhawan, R. K. Puram
7	03510832811	Office Space in 2nd Floor,Palika Bhawan, R. K. Puram
8	03510832812	Shop No. UG-19,Palika Place, R. K. Ashram Marg
9	03510832813	Shop No. LG-57,Palika Place, R. K. Ashram Marg
10	03510832814	Office Space, 2nd Floor, No. 35,Palika Place, R. K. Ashram Marg
11	03510832815	Office Space, 2nd Floor, No. 39,Palika Place, R. K. Ashram Marg
12	03510832816	Office Space, 2nd Floor, No. 40,Palika Place, R. K. Ashram Marg
13	03510832817	Shop No. UG-40,Palika Place, R. K. Ashram Marg
14	03510832818	Shop No. 1C,AIIMS Subway
15	03510832819	Shop No. 1B,AIIMS Subway
16	03510832820	Shop No. 1A,AIIMS Subway
17	03510832821	Shop No. 16A,AIIMS Subway
18	03510832822	Shop No. 16B,AIIMS Subway
19	03510832823	Shop No. 16C,AIIMS Subway
20	03510832824	Shop No. 9A,AIIMS Subway
21	03510832825	Shop No. 9B,AIIMS Subway
22	03510832826	Shop No. 9C,AIIMS Subway
23	03510832827	Shop No. 4,North West Moti Bagh

The bank details are as under:

Bank Name: Axis BGank
IFSC : UTIB0CCH274 (fifth character is 'zero')
Branch: Centralized Collection Hub
Beneficiary name: New Delhi Municipal Council

The prospective bidder will furnish PAN Number/GST Number issued by Income Tax/Service Tax Department alongwith returns for the last three years. Hard copies of these documents shall be dropped by prospective bidder in a sealed box to be kept in the Office of A.O.(Estate-I) at Room No. 5010, 5th floor, Palika Kendra, New Delhi.

The successful bidder has to deposit the advance licence fee and the security deposit etc. within 7 days from the date of issue of letter of award to the successful bidder. It is clarified that not more than one public premises will be allotted to on participant

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and in case a participant is declared successful bidder in case of more than one public premises, then such participant's bid will be declared invalid and his EMD will be forfeited in all such cases. If any, allotted under this e-auction process to such applicant will be terminated *void-ab-initio*.-

- vi. The earnest money (EMD) shall be forfeited in favour of the NDMC in case the applicant after participating in auction becomes successful e-bidder withdraws the offer or makes modifications therein or on acceptance of his application fails to complete any of the formalities of the licence or fail to comply with any of the terms and conditions and any of the formalities of the licence within the period as stipulated in conditions 7 and 8 below and the allotment in such shall be deemed terminated. In case of forfeiture of EMD, the applicant will be blacklisted for a period of three years.
- vii. The successful e-bidder will be required to deposit equal to eight (8) months of quoted licence fee as interest free security deposit and three (3) months' of quoted licence fee as advance licence fee to NDMC. The interest free security deposit and three months' advance licence fee shall be accepted only through online payment mode through RTGS/NEFT/IMPS into NDMC bank accounts as per details given in para 5 of the terms & conditions, within a period of 15 days of the receipt of the intimation of acceptance of his offer towards the fulfillment of the contractual obligations. The earnest money deposited by the successful e-bidder alongwith the bid will be adjusted towards the security deposited.
- viii. The successful e-bidder will execute a licence deed on a non-judicial stamp paper of Rs.100/- within a period of 15 days from the date of depositing the security deposit alongwith three months advance licence fee to Licensor, in the proforma prescribed by the Licensor. The licensee shall take the possession of the shop/office space/kiosk from the licensor within 30 days from the date of execution of licence deed.
- ix. The terms and conditions of the licence are given in the attached licence deed (Annexure -II of Annexure-5) in detail, and it is the responsibility of the e-bidder to go through such terms and conditions before participating in this e-auction process. In case of any discrepancy in documents related to the e-auction, the terms and conditions mentioned in the Licence Deed shall have superseding effect.
- x. In case of termination, Licensor shall enter into the public premises, and in the event of the Licensee not surrendering the vacant possession of the public premises within the stipulated period under this deed in a peaceful manner the licensee shall render itself liable for action for eviction under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 and recovery of dues, disconnection of electricity, water and other utilities/services, sealing the premises and any other action(s) as deemed fit by the licensor.
- xi. At the time of commencement of licence deed, the licence fee deposited in advance will be adjusted towards the monthly licence fee and after adjustment of the said licence fee, the licensee shall pay the licence fee in advance by the 10th of each English Calendar month at the latest.

- xii. Non-payment of the licence fee within the prescribed period will constitute breach of the terms of licence and shall render the licence liable to be terminated. In case of default in payment of the licence fee for any reason, what-so-ever, shall be liable to pay to the licensor monthly compounding interest for the period of default @ 15% per annum on amount of licence fee and any other dues including interests, the payment of which has been so defaulted. The interest on defaulted amounts shall be payable for full month irrespective of the fact whether default so committed is for the part of the month. Non-payment of the licence fee for a period of six months will lead to termination of licence deed.
- xiii. In case of licensable trades, operations should only be started after getting appropriate licence, such as health license from the competent authority. However, licence fee will be charged from the date of taking the possession of the premises irrespective of whether such premises is put to usage or not.
- xiv. The licensee shall use the public premises for the permitted use of it. In case of shop/kiosk, the licensee shall run the shop/kiosk himself or through his/her spouse, parents and children only. No other relative or any other person will be allowed to run the shop/kiosk without obtaining the prior permission in writing from the licensor, and if at any time shop/kiosk is found running by some person other than the licensee or his/her spouse, parents and children or person allowed by the licensor, then such case will be treated as sub-letting, and the licence will be terminated automatically in such scenario. Licensor will take all necessary action, as deemed fit by it, in such scenario. Same is the case for office premises i.e. office premises is to be used by the successful applicant for its own purpose.
- xv. Save as provided in the licence deed and terms and conditions of e-auction, the licensee during the tenure of this license shall not sublet/transfer/assign or part with the public premises or any portion thereof permanently or temporarily to anybody else nor shall be allowed to take any person/persons to occupy the public premises or to use any part thereof save with the prior permission in writing of the licensor.
- xvi. The licensee shall be bound to abide by all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolutions, directives, or otherwise restrictions or any similar form of decisions of, or determination by, or any interpretations or adjudications having the force of law in India, including the provisions of the New Delhi Municipal Council Act, 1994 (44 of 1994) and the rules, regulations, bye-laws, orders, etc. made under them, as amended from time to time.
- xvii. The prospective e-Auctioneers/bidders should not have been debarred/ blacklisted by any Government/ Public sector undertaking / Local Bodies or any other statutory authority and the successful bidder has to furnish an affidavit in this regard.

- xviii. The prospective bidder should furnish PAN Number/GST Number issued by Income Tax Department alongwith returns for the last three years.
- xix. The enhancement in licence fee will be @ 10% per annum in the case of shops/kiosks etc. as per policy of NDMC with permissible licensable trade. The enhancement will be @ 10% per annum in case of office space as per policy of NDMC from time to time. If the bidder opt for non-licensable trade the enhancement will be @ 10% biennially. The use of the public premises, change of trade, transfer, damages on termination, interest on delayed payment, sealing and de-sealing of public premises, security deposit and other conditions shall be as per the provisions contained in the policy of NDMC circulated vide circular dated 16.8.2016, annexed at **Annexure- 1**.
- xx. Upon the expiry of licence period, renewal will not be allowed. Public premises will be reverted back to NDMC free from any encumbrances, after expiry of licence period with efflux of time.
- xxi. The licensee shall himself/itself occupy and use the public premises only for the use/purpose for which it is being licensed by NDMC and use the public Premises himself read with para 14 above. In case of shop, however, the licensee can apply for change of trade in accordance with the policy of NDMC in that regard.
- xxii. The final authority to accept or reject any bid will be the Competent Authority under the NDMC Act, 1994.
- xxiii. The other terms and conditions of the licence deed have to be executed by the successful bidder as per licence deed which is annexed as **Annexure II of Annexure-5**.
- xxiv. Reservation of public premises for SC, ST and PH categories will be as per the policy approved by Council – **Annexure-III of Annexure-5**.

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Annexure-III

ESTATE-I DEPARTMENT
NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA : NEW DELHI

CHAPTER: 1

License Deed

Licence Deed No. _____ of Year _____

This License Deed is made and entered into on this _____ day of _____ at New Delhi between:

New Delhi Municipal Council (NDMC), established under the NDMC Act 1994, having its office at Palika Kendra, Sansad Marg, New Delhi-110 001 (hereinafter called the 'licensor' which expression shall, unless repugnant to the context or meaning thereof, mean and include all its successors, assignees and nominees), being party of the **First Part**.

AND

_____ (hereinafter called the 'licensee' which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executives, successors, administrative assignees through its Authorized Signatory _____, who is/are duly authorized to execute this deed) being party of the **Second Part**.

WHEREAS

The Licensor owns and is in possession of public premises known as _____ situated at New Delhi (hereinafter called the public premises).

Licensor has agreed to provide to the Licensee, the Licensing Rights of said public premises (pre identified by NDMC on the basis of highest bid received through e-auction) on "**AS IS WHERE IS BASIS**", on payment of License Fee and other charges to NDMC on the terms and conditions hereunder contained in this License Deed.

The NDMC has agreed to grant License for use of said public premises with covered area measuring _____ at Rs. _____ per month to the licensee _____ New Delhi particularly described in the first schedule

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annexed to the license deed alongwith the fitting and fixtures therein for a period of ten years w.e.f. _____ (date of possession), for running the trade of _____.

NOW THEREFORE, in lieu of the mutual promise and consideration set out herein Licensor/NDMC and the Licensee (hereinafter collectively called "Parties") witnessed and hereby agree as follows:

The Licensee hereby covenants as follows: -

- i) Licensee irrevocably agrees to make all payments including License Fee as per this licence deed every month in advance, without delay or demur, without waiting for any formal advice from NDMC in this regard.
- ii) The Licensee confirms having examined the licensed public premises and fully understands and comprehends the requirements of the being taken on license. The Licensee also confirms full satisfaction as to the viability of licensing the above public premises and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee also confirms having made independent assessment of taking the said public premises on License and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to NDMC under this licence deed.

That LICENSOR and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this license deed which comprises of ten chapters and three annexures.

In witness whereof the parties hereto have caused this license deed to be signed in their respective hands as of the day and year first before written.

This license deed has ten chapters, dealing with Licence Deed (Chapter 1); Definitions (Chapter: 2); Grant of License (Chapter: 3); Addition/Alternation to the public premises (Chapter: 4); Rights and Obligations (Chapter: 5); Indemnity and Insurance (Chapter: 6); Force Majeure (Chapter: 7), Breaches/Surrender/Termination of License Deed (Chapter: 8); Representations and Warranties (Chapter: 9); Miscellaneous (Chapter: 10) and three Annexures dealing with the Council's policy (2015-16-2016- Annexure A), Handing over Note (Annexure B) and Taking over Note (Annexure C).

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CHAPTER: 2

DEFINITIONS

- i) "Licence Deed"/Indenture means the Licence Deed dated _____ executed between NDMC and the _____ in the format approved by NDMC on the terms and conditions mutually agreed to by both the parties and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- ii) "Applicable Laws" means all laws, brought into force and effect by Government of India, State Governments, local bodies and statutory agencies and rules, bye-laws, regulations, notifications, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India, issued by them from time to time.
- iii) "Applicable Permits" means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the public Premises during the subsistence of this Licence Deed.
- iv) "As is where is basis" means LICENSEE shall be licensed the said public Premises, equipments, installations, fittings and fixtures on "as is where is basis" and the LICENSEE shall not make any additions or alterations in the public Premises, installations including electric installations and wiring without the prior permission of NDMC in writing and when permitted by the LICENSOR the said additions and alterations shall be carried out by the LICENSEE at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the public Premises rather LICENSEE shall be required to hand over the public Premises in original condition at the end of license period.
- v) "Change in Law" means the occurrence or coming into force of any of the following after the date of signing this Licence Deed:
- (a) The ~~enactment~~ of any new Indian law;
 - (b) The repeal, modification or re-enactment of any existing Indian law;
 - (c) Any change in the rate of any Tax;

Provided that Change in Law shall not include:

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- (a) Coming into effect after the date of signing this Licence Deed of any provision of a statute which is already in place as of the date of signing this Licence Deed; (or)
 - (b) Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Licence Deed, which is a matter of public knowledge.
- vi) "Commencement Date or Handover Date" means the date on which the public Premises is handed over by NDMC to the Selected Bidder, in accordance with the terms of this Licence Deed.
- vii) "Damages" shall mean any claim of NDMC against the Licensee for breach of this Licence Deed, including but not limited to, losses, dues, arrears etc. against which NDMC shall be entitled to claim and adjust the interest free Security Deposit.
- viii) "NDMC" means New Delhi Municipal Council established under the New Delhi Municipal Council Act 1994.
- ix) "Interest Free Security Deposit" means interest free amount to be deposited by the Licensee with NDMC as per terms and conditions of License Deed as a security against observance of License Deed and the payment of all dues as per terms and conditions of the License Deed.
- x) "License" means the licensing rights granted by Licensor/NDMC to the _____ for use of licensed public premises as shop /kiosk/office space, as the case may be, for the purpose of _____ (usage), based on the terms and conditions of the License Deed.
- xi) "Licensee" means the _____, who has executed the license deed with NDMC for use of the said public premises as shop/kiosk/office space, as the case may be, for the purpose of _____ (usage), based on the terms and conditions of the License Deed.
- xii) "License Fee" means the monthly amount payable by the licensee to NDMC as per rates decided by the NDMC, the Licensor and agreed to by _____, the Licensee, for use of the said public premises, as per the terms and conditions of the License Deed.
- xiii) "License Period" means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the date of this Licence Deed.

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xiv) "Public Premises" means the specified shop/kiosk/office space situated at _____, New Delhi handed over by NDMC to the licensee for use as shop/kiosk/office space, as the case may be, under and in accordance with this License Deed.

xv) "Licensor" means the New Delhi Municipal Council (NDMC).

xvi) "Permits" shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.

xvii) "Tax" means and includes all taxes, fee, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.

xviii) "Termination" means termination of this Licence Deed by efflux of time or sooner determination in accordance with the provisions of this License Deed.

xix) "Termination Date" means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Licence Deed whichever is earlier.

xx) "Terms and conditions" also includes the terms and conditions of the auction and the same shall form part of this license deed as applicable.

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CHAPTER: 3

GRANT OF LICENSE

3.1 There is public premises with a total area of _____ sq. ft. commonly known as _____ New Delhi.

3.2 The vacant public premises, as mentioned in Annexure-I, has been/shall be handed over within 7 days from the date of receipt of full payment as stipulated in Letter of Acceptance.

3.3 Area of public premises specified above is approximate. Actual area handed over subsequent to issue of Letter of Acceptance shall be final. The public premises is handed over on 'As is where is Basis' irrespective of the area of the public premises.

TERMS AND CONDITIONS OF LICENSE DEED.

3.4 Now this deed witness that the Licensor in consideration of the aforesaid License do hereby allot the Licensee the said public premises w.e.f. _____ ending on _____ on the following terms & conditions:

- i) That the license shall be for a period of ten (10) years and the licence fee will be increased at the rate of _____ per cent (____%) biennially, on compounding basis. No renewal after expiry of license period of ten (10) years shall be granted. After the expiry of the licence period of ten (10) years or its sooner determination, the license shall be deemed as terminated. In case of termination, Licensor shall enter into the public premises, and in the event of the Licensee not surrendering the vacant possession of the public premises within the stipulated period under this deed, the licensee shall render itself liable for action for eviction and recovery of dues under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, disconnection of electricity, water and other utilities/services supply, sealing of the premises and any other action(s) as deemed fit by the licensor.
- ii) That the advance licence fee of three months deposited by the licensee in pursuant to clause 3.16 ~~will~~ be adjusted towards the monthly licence fee. The licensee will pay the license fee in advance by the 10th of each English Calendar month at the latest. Non-payment of license fee within the prescribed date will constitute breach of the terms of the license and shall render the license liable to be terminated. Besides, the licensee shall pay monthly compounding interest @ 15% per annum on the amounts of license fee and other dues payable remaining outstanding beyond the due date. Interest shall continue to accrue till the outstanding amount is finally squared up. Such interest shall be charged for the full month if the payment of license fee is not made by the due date with arrears,

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if any. Non-payment of the licence fee for a period of six months will lead to termination of licence deed.

- iii) If the license fee hereby reserved or any part thereof shall at any time be in arrears or remain unpaid after the due date or if the licensee at any time fail or neglect to perform or observe any of the terms and conditions herein contained and on their part to be observed and performed then in that event the licensor may without prejudice to his general right of termination of license as a licensor by giving 10 days notice in writing to the licensee determine the license, and re-enter upon the public premises in question or any part thereof and the licensee shall upon such determination peacefully give up possession of the public 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 conditions and covenants on the part of the licensee. That in case license fee, electric charges & maintenance charges, if any, be in arrears shall be recovered.
- iv) That save as otherwise and without prejudice to the rights and privileges of the licensor, licensee during the tenure of this license shall not sub-let, transfer, assign or part with the public premises or any portion thereof permanently or temporarily to anybody else and shall not introduce any partner and shall not carry on the business in the public premises with any other person or; assign, transfer, change or otherwise alienate its interest in the public premises, and shall not be permit the allotted public premises or any part thereof to be used by any other person for any purpose whatsoever without the prior written permission of the licensor, nor shall the licensee be entitled to allow any person to occupy the licensed public premises or to use any part thereof save with the prior permission in writing of the licensor, and in case of default thereof, the licence shall be liable for termination.
- v) That the license is terminable for genuine cause at the will of the licensor and does not create or vested any interest of the licensee in the licensed public premises. In case the license is terminated before the expiry of the term of license in that event the licensee shall not remove from the licensed public premises the furnishings, fittings and fixtures etc. ~~belonging to the licensee~~ of the type removal of which is likely to cause damage to the public premises and the same shall belong to the licensor, and no cost for such belongings will be provided by licensor to licensee.
- vi) That the licensee will have to obtain electric and water connections and would get the load for light and power sanctioned in its name after completing all formalities like deposits of the new connections fee etc. and the security and will bear the electric and water consumption charges by itself. The licensee shall not exceed the sanctioned electric load and if any additional load is required by the licensee over and above that what is installed, the same would be sanctioned subject to its feasibility on receipt of

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such a request and the work of laying cable etc., if necessary, would be got done at the cost of the licensee to the satisfaction of the licensor.

- vii) The licensee shall not employ or permit to be employed or allow or to enter into or remain in the said public premises any person suffering from any contagious, loathsome or infectious disease.
- viii) That the Licensee shall furnish/refurbish and equip the public premises at his own cost for the purpose for which it has been licensed according to a reasonable high standard in all respects to run it efficiently and in a businesslike manner.
- ix) All other charges in context with regard to the running of public premises water consumption bills, electricity bills, etc. shall be payable by the licensee from the date from which the licensee is to be in occupation of the public premises till the vacation of the public premises.
- x) No encroachment of any type on space other than the public premises shall be permitted / tolerated, and the licensee will not use the public premises for any illegal activity, and such encroachment or activity, if proved, shall be treated as Licensee's Event of Default.
- xi) The licensee shall not do anything in or outside the public premises which may be nuisance or may cause annoyance to the neighbors, and / or the passersby and /or the licensor.
- xii) That in the event of the license having been terminated earlier in terms of the relevant clause of the license deed or on expiry, whichever is earlier, the licensee shall quit and vacate the public premises under license and handover the vacant possession of the public premises to the licensor in a peaceful manner. The licensee shall also be responsible for making good for damages, losses etc. to the licensed public premises, fittings and fixtures noticed by the licensor at the time of vacating the licensed public premises by the licensee, except for depreciation arising out of normal wear, tear and usage. The decision of the licensor as to the extent of damages within 30 days of the notice of termination of the license by the licensor and shall not claim any compensation for any resultant injury thereof.
- xiii) That in case the license is terminated by the licensor, and/or on expiry of license period, the unauthorized occupant of the public premises, shall be liable to pay the damages at the rates as may be determined by the licensor. Besides, a monthly compounding interest at the rate of 15% per annum shall be payable on the sum calculated as damages, if damage charges as determined by the licensor are not deposited in the Municipal Treasury by the 10th of each Calendar Month.
- xiv) That any communication or notice on behalf of the licensor in relation to the license may be issued to the licensee by an officer of the licensor and all such communications and

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notices in writing shall be served on the licensee either by registered post or Speed Post or under certificate of posting or by ordinary post or by hand delivery at the last known address of the licensee or by pasting the same on the outdoor or at the conspicuous part of the licensed public premises be deemed to be due service on the licensee even if the said notice or communication is received back undelivered/unserved on any ground whatsoever.

- xv) That the 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 or any other code/standard practice or any other competent authority in this behalf at its own cost.
- xvi) That the licensee shall fulfill and be bound to abide by all Applicable Laws, including all the provisions of the New Delhi Municipal Council Act, 1994 and rules, regulations, bye-laws made there-under, as amended from time to time, existing or hereafter made or to be enacted or introduced hereafter.
- xvii) Notwithstanding anything contained in any clause heretofore mentioned, the licensor shall have the absolute right at all times to undertake any additional construction to ensure better utilization of the public premises and to improve its revenue, and the licensor shall not be required to obtain any type of permission, whatsoever, from the licensee for such construction, and the licensee shall not claim any reduction in agreed license fee on this account.
- xviii) That breach of any of the condition of this Licence Deed will make the licence liable for termination with immediate effect notwithstanding the provisions contained in the licence deed hereof and eviction of the licensee besides forfeiture of interest free security deposit on termination of the license. It shall be the duty of the licensee to quit the licensed public premises within the time given in the communication issued by the licensor in this respect. In case, the licensee fails to vacate the public premises within the stipulated period, the licensor shall be entitled to charge/recover damages at the rates as may be determined by the licensor. If the licensee is desirous of surrendering the public premises before the expiry of the term of the license, it can do so by giving three months notice in writing terminating its liability on the date of expiry of the said notice or on the date of handing over (as per Annexure B) the possession of the licensed public premises whichever is later, provided the outgoing licensee before handing over the possession clear all the Municipal dues including damages 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 notice period, the time taken in clearing the municipal dues will automatically postpone the date of notice period and the period of licence in that event will expire on the date of clearing the dues.

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- xix) That the court of Estate Officer, NDMC, New Delhi, only shall have jurisdiction to entertain any application in respect of any proceedings under this license deed to entertain any suit in connection with this Licence Deed and no other court of any other place shall have jurisdiction to entertain any such application or any suit.
- xx) That the licensee shall not call in question or raise any dispute regarding quantum of license fee as agreed to either before the Council or before any Court of law. If the licensee raises such dispute, he shall render his license to be terminated forthwith.
- xxi) That the breach of any of these conditions will entitle the licensor to terminate the allotment besides forfeiture of security deposited by the licensee and disconnection of electricity and /or water connection and sealing of the public premises.
- xxii) That in case the licensee want to pay the licence fee by cheque, then the crossed cheque in this behalf should be drawn by the licensee itself through its own bankers, and in no circumstances the cheque presented by any other person on behalf of the licensee would be accepted. In case, the cheque drawn by the third party other than the licensee is deposited in Municipal Treasury towards the payment of licence(s) fee or other dues under this agreement, the licensee shall be responsible to fully indemnify the Council in the event of any loss which may result, including due to the dishonour of such a cheque presented by any third party. Such deposition of cheque by third party, other than the licensee, shall not accrue any right in favour of such third party.
- xxiii) That the licensee shall use the licensed public premises for the purposes of _____ (name of trade) in accordance with the terms and conditions of the licence. The licensee shall not use the said public Premises for any other purpose whatsoever except what has been detailed in this clause, and permissible under Master Plan of Delhi, as amended from time to time.
- xxiv) The licensee shall run the public Premises himself for such purposes as provided in the licence deed, itself. Trades in the shops shall be the trades as may be permitted in writing by the licensor. The licensee shall be further responsible for the observance of rules and regulations etc. The licensee shall be further responsible to quit the public premises on the expiry or sooner termination of the licence.
- xxv) If the allowed trade in the shop permits preparation of articles of food, then it should be done only after getting a health license from the licensor, and dish washing should be done only in the kitchen area & nowhere else.
- xxvi) That the public premises is licensed to the licensee on the basis of its declaration contained in its affidavit dated _____ to the effect that he/she/they or any family member dependent upon licensee (family shall mean son; daughter; widow; mother; son of a predeceased son; son of a predeceased daughter; daughter of a predeceased son; daughter; widow of a predeceased son; son of pre-deceased son of a pre-deceased son;

daughter of a pre-deceased, son of pre-deceased son; son of a pre-deceased daughter of a pre-deceased daughter; daughter of a pre-deceased daughter of a pre-deceased daughter; daughter of a pre-deceased son of a pre-deceased daughter; daughter of a pre-deceased daughter or a predeceased son, of the person whose name is mentioned in the latest licence deed) is not having any other shop/stall/kiosk/business public premises on rent or on licence from any source whatsoever or having his/her/their own property in Delhi, including New Delhi. If at any stage it comes to the notice of the licensor that the licensee have suppressed this information and or have given a wrong declaration/affidavit for being allowed the allotment of the public premises in question, the license shall stand determined *ip-so-facto* and the licensee shall vacate the public premises. He/She/They, besides, being liable for ejectment from the public premises in question, shall also be liable for payment of damages.

- xxvii) That it shall be the responsibility of the licensee to secure necessary licence or permission, if any, from the competent authority in order to run the trade in the public premises but in no circumstances the delay in the issue of such licence or permission or refusal to issue the same shall exonerate the licensee from paying the licence fee for the entire period of the licence. In this regard, the licensee, if asked by the Medical Officer of Health, NDMC or any other competent authority to satisfy certain requirements, shall provide any or all such requirements at his/her/their own cost. In the event of the licence for running a particular trade is not granted or is refused for any reasons whatsoever, the licensee shall apply for change of trade and shall run only such trade as may be permitted by the licensor and for which licence, if any, is granted by the competent/appropriate authority under provisions of rules/laws etc.
- xxviii) That the licensed public premises shall not be used by the licensee for any other purpose except for the purpose of public Premises for which it is licensed and the license shall not be entitled to put up any stall, counter or any such structure outside the public Premises.
- xxix) That the licensee shall be liable to compensate the licensor for any damage caused to the public premises in question, as may be determined by the licensor.
- xxx) That the licensee shall be liable to compensate the licensor to the extent of damage caused to the public premises due to the outbreak of fire, leakage, seepage or water entering into the public premises due to the negligence and improper maintenance of the public premises by the licensee.
- xxxi) That allotment of the public premises in favour of the licensee is purely temporary one and the same shall be treated as a bare licence which is terminable at any time without assigning any reasons, and in the event of the termination of the licence on account of breach of any of the terms and conditions of the licence, the licensee shall be bound to quit and vacate the public premises within time prescribed in the notice of termination of

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the licence by the licensor and shall not claim any compensation for any resultant injury thereof.

- xxxii) That the overall ownership, control and supervision of the public premises, alongwith all fittings, fixtures and other installations of immovable type or of the type of removable which is likely to cause damage to the public premises, shall at all times 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 public premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license .
- xxxiii) That the licensed public premises have been provided with the electrical, sanitary and water supply fittings and the same shall be handed over on 'AS IS WHERE IS BASIS'.
- xxxiv) That the licensee shall not cook, manufacture or prepare any food outside the said public premises nor shall allow any person to do so.
- xxxv) That the licensee shall not keep any animal or conveyance in or outside the said public premises.
- xxxvi) The licensee shall keep the public premises neat and clean.
- xxxvii) That the licensee shall maintain environmental hygiene and proper sanitation of the licensed public premises during all working hours. In this regard, the decision of the Medical Officer of Health, Licensor NDMC shall be final and binding on the licensee.
- xxxviii) That the effective day to day maintenance, watch and ward sanitation of licensed public premises including attending to no current complaints from meter onward and routine and periodical maintenance of electrical and other installations will be 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 public premises to the satisfaction of the licensor or any repair which the licensor may consider should be carried out without delay or loss of time to avoid wastage of water/electricity and damage to the Municipal Public Premises, 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 departmental charges incurred in this behalf. The licensee shall maintain the electrical installations as per Indian Electricity Rules and shall abide by the provisions of the Electricity Control Act(s) enforced from time to time.
- xxxix) That the licensee shall make use of the public premises for allotted business only and in so doing shall keep the verandah in front of the public premises in question, the compound and the lane or bye-lane of the market clear and shall not cause any obstruction or encroachment whatsoever in the verandah, the compound lane or bye-lane

of the market under any circumstances. If at any time it comes to the notice of the licensor that the verandah in front of the said public premises or compound lane or bye-lane of the market, is being used by an unauthorized person with the connivance of the licensee that the licensee have put up any hoardings, show-cases etc. or stacked any goods in the verandah, compound lane or bye-lane of the market which obstruct the normal movement of the customers or other licensee or which cause nuisance to the other licensee the licensor shall be entitled forthwith to terminate the licence as Material Breach of the Terms and Conditions of the Licence without assigning any reasons and without service of any notice to the licensee and to claim damages at such rates as may be decided by the licensor.

- xi) That the license shall fulfill and diligently comply with all the directions general or special ordered by the New Delhi Municipal Council from time to time.
- xli) Succession of licence should not permitted as a matter of right, and the ownership right over the public premises will always remain with NDMC.
- xlii) The increase in licence fee, use of the public premises, change of trade, transfer, damages on termination, interest on delayed payment, sealing and de-sealing of public premises, security deposit and other conditions shall be as per the terms and conditions in light of the policy circular dated 16.8.2016, mentioned in Annexure IV, and as amended by the Council from time to time in future.

TENURE OF LICENSE

3.5 Tenure of License Deed shall be for a period of Ten (10) years w.e.f. _____, unless otherwise terminated by NDMC or surrendered by the Licensee, in term of provisions of this Licence Deed. The tenure of License Deed shall commence from the date of handing over of public premises.

3.6 If the Licensee is desirous of terminating the license hereby created before expiry of the tenure of Ten (10) years, the License Deed shall deemed to be terminated on the date mentioned in termination/surrender notice in accordance with the conditions mentioned in this licence deed, subject to confirmation by NDMC. In such a case, the balance Interest Free Security Deposit shall be forfeited in favour of NDMC after adjustment of outstanding dues, if any, payable to NDMC. No grace period shall be provided to Licensee in such a case. NDMC may also recover the balance outstanding dues, if such dues are more than Interest Free Security Deposit, from the other contracts of Licensee in NDMC. Balance outstanding dues, if are more than Interest Free Security Deposit, shall be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else NDMC will seize their property/goods. NDMC shall be free to

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dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.

3.7 No partial surrender of the public premises which has been handed over to the Licensee by NDMC shall be permissible to the Licensee during the currency of License Deed.

3.8 At the end of License period or determination of this Licence Deed prior to tenure of license period, for any reason whatsoever, all rights given under this License Deed shall cease to have effect and the public premises shall revert to NDMC, without any obligation to NDMC to pay or adjust any consideration or other payment to the Licensee.

3.9 On expiry or termination of License Deed, whichever is earlier, the Licensee shall hand over the public premises with normal wear & tears. The Licensee shall be allowed to remove their movable assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc. without causing damage to the existing structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the public premises.

LICENSE FEE

3.10 The license fee for the public premises situated at _____ New Delhi measuring _____ sq.ft. shall be paid by the Licensee to the NDMC @Rs. _____ per month as license fee, inclusive of maintenance charges. Service Tax and other Central, State and Municipal Taxes, as applicable from time to time shall be payable extra by the licensee. Enhancement of license fee at the rate of _____ per cent (____%) biennially on compounding basis, will be applicable as provided under clause 3.4(i), for use of the said public premises w.e.f. _____ (date of possession), for a period of ten years i.e. upto the period ending on _____.

3.11 The said license fee have been agreed to by both the parties to be increased at the rate of _____ per cent (____%) biennially on compounding basis, which shall be final and binding upon the licensee.

3.12 That the Licensee agrees voluntarily and unequivocally to make all payments to NDMC as may be due before the due date, without waiting for any formal bill/advice from NDMC. In the events of non-receipt of any bill, the Licensee agreed to collect the same from the office of authorized representative of the Licensor.

3.13 The account of payment of license fee by Licensee shall be regularly reconciled by NDMC on annual basis.

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3.14 Licensee shall periodically advise the details of payment deposited with NDMC. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of NDMC), then others dues/ liabilities like electricity, etc. and lastly License fee shall be accounted for.

3.15 The Licensee should preferably make payment of advance monthly license fee etc. to NDMC by NEFT procedure of online banking, as per details printed on monthly License Fee bill raised by the Licensor.

Interest Free Security Deposit.

3.16 Licensee shall pay (i) Interest Free Security Deposit equal to eight (8) months of license fee; and (ii) Three months advance licence fee, to NDMC. The Interest Free Security Deposit and three months' advance licence fee shall be accepted only in the form of Bank Draft / Pay Order/RTGS. The Bank Draft / Pay Order/RTGS issued against Interest Free Security Deposit and three months' advance licence fee shall be in favour of Secretary, NDMC payable at New Delhi from a Nationalized Bank or Scheduled Commercial Bank based in India.

3.17 In case of successful completion of the full term of the License period i.e. Ten (10) years from commencement date of License Deed, Interest Free Security Deposit shall be refunded without accruing any interest on it and after adjusting the outstanding dues subjected to fulfillment of all handover requirements by the Licensee up to the satisfaction of NDMC.

3.18 NDMC shall reserve the right for deduction of NDMC dues from Licensee's Interest Free Security Deposit at any stage of Deed i.e. currency/ completion/ termination/ surrender, against –

- a) Any amount imposed as a penalty and adjustment for all losses/damages suffered by NDMC for any non-conformity with the Licence Deed's terms & conditions by the Licensee.
- b) Any amount which NDMC becomes liable to the Government/Third party due to any default of the Licensee or any of its servant/ agent.
- c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on their behalf.
- d) Any other outstanding NDMC's dues/ claims, which remain outstanding after completing the course of action as per this License Deed.

3.19 Once an amount is debited from the Interest Free Security Deposit the Licensee shall replenish the Interest Free Security Deposit to the extent the amount is debited, within 15 days

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period failing which it shall be treated as a Licensee's event of default and in such case the licence may be terminated by the licensor.

TAXES AND OTHER STATUTORY DUES

3.20 All other statutory taxes, statutory dues, local levies, Service tax, etc. as applicable shall be charged extra and shall have to be remitted along with the License Fee for onward remittance to the Government. The Licensee indemnifies NDMC from any claims that may arise from the statutory authorities in connection with this License. Stamp duty for execution & registration of License Deed shall solely be borne by the Licensee.

3.21 The property tax, if applicable on the property of NDMC, shall be borne by NDMC.

CHAPTER: 4

Addition /Alteration to the public premises:

4.1 Licensee may be permitted to carry out addition & alteration to the public premises, and can renovate/repair the public premises with prior approval of the NDMC, and can partition and can execute interior design works along with utilities like power supply, water supply, toilets, drainage system, fire protection system, telecommunication system, etc. of public premises provided that:

- a) The modification duly adheres to the provision of all Applicable Laws including and in particular the prevalent Master Plan of Delhi and Building Bye Laws and specified guideline/requirements of other competent authorities.
- b) Any kind of alteration in existing structure, which is offered in during auction including creation of wall / glass façade for outer periphery, shall be strictly inside the public premises.
- c) It shall be the Licensee's sole responsibility to obtain all necessary clearance/approval/sanction from NDMC and other competent authorities for modifications, fire protection system, etc. NDMC shall only provide assistance wherever possible on the best effort basis without any legal and binding obligations to facilitate the process.
- d) License shall ensure that no structural damage is caused to the existing public premises and other permanent structure as a result of its activities.
- e) Licensee shall be responsible for safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof.
- f) The facilities and works if undertaken or installed, shall not in any manner affect, hinder or interfere with the free movement of the other users. No surplus construction machinery and material, including any hazardous material and wastes shall be left at any place in the site.
- g) No material shall be stored or kept outside the site or in common area meant for movement of persons. Any special cleaning or drain clearance necessary as a result of the alteration works shall be carried out by Licensee at its own cost.
- h) The Licensee shall strictly comply with the safety procedure, measurement, specification & guidelines for execution of electrical works, approved list of materials. If it is noticed at any stage that licensee has compromised with the safety procedure, measurements, specifications, guidelines and quality of materials as laid down in the Licence Deed, the penalty per instance as decided by the Licensor shall be imposed upon the Licensee.

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- i) The Licensee may deploy security staff at its own cost for the safety of public premises.
- j) Licensee shall bear all risk & cost and consequences of refurbishing and renovation without altering structure of the public premises.

4.2 Operation & Maintenance of public premises:

- a) Permissible Usage of public premises Licensed Building cannot be put for any activity, except for establishing the permitted trade and activities connected thereto permissible under the Master Plan of Delhi and Building Bye-Laws, as applicable from time to time.
- b) Licensee shall be responsible to keep and maintain the said public premises and the entire premises together with fittings, fixture and other installations, including other assets belonging to the licensor in a befitting manner. Licensee shall keep and maintain the public premises neat & clean, safe & sound by maintaining it properly at its own cost during the License Period. Licensee shall bear the cost of day-to-day repairs, annual refurbishing and routine special repairs required due to normal wear & tear with the efflux of time. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency without violating the plan/bye-laws.
- c) Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of NDMC electrical inspector/ Engineers authorized representative shall be complied with by the licensee at its own cost.
- d) Licensee shall ensure that fire detection and suppression measures installed inside their public premises are kept in good working condition at all times. The Fire extinguishers must be regularly checked & refilled and must be visible & easily accessible at all times of emergency. The Licensee's staff must be capable of addressing the safety issues during any emergency including operation of fire extinguisher.
- e) In case of accident caused due to negligence of the Licensee resulting into injury/ death to employees/ other users/ any person or loss to NDMC's/others property, Licensee shall compensate the loss(es), without prejudice to other actions under this Licence Deed at the sole discretion of NDMC, including termination of Licence Deed.
- f) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by NDMC Fire Officer, electrical inspector, Chief Security Officer or their authorized representatives from time to time.
- g) The overall control and supervision of the public premises shall remain vested with NDMC who shall have right to inspect the whole or part of the public premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license deed.

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- h) The option to impose fine, penalty, etc. under this License Deed shall be exercised by NDMC official not below the rank of Secretary, NDMC.
- i) It shall be sole responsibility of the Licensee to maintain law and order in its licensed public premises. NDMC shall, in no way, will be responsible / accountable of any mishappening in the public premises given on license basis to Licensee.

CHAPTER: 5

RIGHTS AND OBLIGATIONS

5.1 Licensee's Obligations:

The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this License Deed:

- a) to obtain all Applicable Permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.;
- b) to operate and maintain the public premises at all times in conformity with this Licence Deed;
- c) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors etc.;
- d) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over whole or any part of public premises or its assets, or on any rights of the Licensee therein or under this Licence Deed, save and except as expressly permitted in this Licence Deed;
- e) at all times, to afford access to the public premises to the authorised representatives of NDMC, other persons duly authorised by any Governmental Agency having jurisdiction over the business of Public premises, to inspect the public premises and to investigate any matter within their authority and upon reasonable notice; and
- f) to comply with the divestment requirements and hand over the public premises to NDMC upon Termination of the Licence Deed;

5.2 that the licensee shall not permit the allotted public premises or any part thereof to be used by any other person for any purposes whatsoever and further the licensee shall not introduce any partner nor shall the licensee transfer possession of the public premises or part thereof or otherwise carry on the business in the public premises with any other person or assign, transfer, change or otherwise alienate his/her/their interest in the public premises, without the previous consent in writing of the licensor and in default thereof shall be liable for termination of licence.

5.3 The Licensee shall be solely and primarily responsible to NDMC for observance of all the provisions of this License Deed on behalf of its employees and representatives.

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5.4 The Licensee shall comply with all Applicable Laws, including provisions of the NDMC Act, 1994, and rules, regulations, bye-laws framed there-under, as amended from time to time.

5.5 No tenancy/sub-tenancy is being created by NDMC in favour of Licensee under or in pursuance of this Licence Deed and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:

- i) The Licensee shall not have or claim any interest in the public premises as a tenant/sub-tenant or otherwise.
- ii) The rights, which Licensee shall have in relation to the public premises, are only those set out in this Licence Deed.
- iii) The relationship between NDMC and Licensee under and/or in pursuance of this License Deed is as between Grantor and Grantee. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with any other party.

5.6 Solid Waste:

The Licensee shall have to make its own arrangements for daily disposal of solid waste out of licensed public premises at the dumping sites approved by the NDMC to ensure perfect cleanliness. If any solid waste is found disposed off on NDMC land or public premises a penalty/fine of Rs.2000/- (Rupees Two Thousand only) or as amended from time to time by the Council, shall be imposed by NDMC for each occasion.

5.7 Telephone/Communication Equipments:

NDMC may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility. The instrument, cables and connection shall be obtained by the Licensee from the telephone company at their own cost.

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CHAPTER: 6

INDEMNITY AND INSURANCE

6.1 The Licensee hereby undertakes that NDMC shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of their contractors/ sub-contractors. The Licensee shall indemnify and keep indemnified NDMC against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

6.2 The Licensee hereby indemnifies NDMC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

6.3 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said public premises. Licensee hereby indemnifies NDMC against any liability arising in connection with the employment of its personnel in the said public premises by Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to NDMC in accordance with its extant policies.

6.4 The Licensee shall indemnify NDMC from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.

6.5 The Licensee shall indemnify NDMC from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or employees or loss to NDMC Public Premises.

6.6 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless NDMC, NDMC's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.

6.7 The Licensee shall indemnify and keep indemnified NDMC for any losses/ penalties on this account levied by any judicial/statutory authorities/courts on the Licensee.

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6.8 Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in public premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the Licence Deed. Upon NDMC's request, the Licensee shall submit to NDMC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the licensor harmless against any and all liabilities, losses, damages, claims, expenses suffered by the licensor as a result of such default by the Licensor.

6.9 The Licensee hereby undertakes to indemnify and hold NDMC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/ construction activities, or any other liability arisen due to this licence deed.

6.10 The Licensee hereby undertakes to indemnify NDMC against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.

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CHAPTER: 7

FORCE MAJEURE

7.1 Neither NDMC nor Licensee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure. Any of the following events resulting in material adverse effect, shall constitute force majeure events:

- a) Earthquake, Flood, Inundation, Landslide.
- b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- c) Acts of terrorism
- d) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- e) Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc.

7.2 The License fee for the portion affected due to Force Majeure shall be exempted for the affected period if the force majeure condition persists for more than seven days.

7.3 Occurrence of any Force Majeure shall be notified to the other party within seven days of such occurrence.

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CHAPTER: 8

BREACHES/SURRENDER/TERMINATION OF LICENSE DEED

Surrender of License Deed:

8.1 No partial surrender of public premises or part of the same which has been handed over to the Licensee by NDMC shall be permissible during the currency of the License Deed.

8.2 Following shall be considered as Material Breach of the License Deed by Licensee resulting in Licensee's Events of Default:

- a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Deed, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to NDMC without any contributory factor of the Licensee.
- b) If the Licensee fails to pay License Fee, utility charges, penalty or Damages herein specified or any other due to be paid by the Licensee to NDMC by the stipulated date.
- c) If the Licensee is in persistent non-compliance of the written instructions of a NDMC officials.
- d) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to NDMC employees/ commuters or loss to NDMC property.
- e) If the Licensee is in violation of any of the Clause of License Deed and after two written notices (unless otherwise specifically mentioned therein) from NDMC fails to cure the Default to the satisfaction of NDMC.
- f) If any representation made or warranties given by the Licensee under this Licence Deed is found to be false or misleading.
- g) If the Licensee engaging or knowingly has allowed any of its employees, agents, to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Licence Deed.
- h) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the public premises.
- i) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of NDMC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Licence Deed.
- j) If the Licensee has abandoned the public premises.

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- k) After six months from the date of possession of the public premises, non-usage of the public premises for the purpose of permitted trade for a consecutive period of thirty days without any prior written intimation to the NDMC.

8.3 That the licence shall stand *ip-so-facto* determined without any right to compensation whatsoever to the licensee in any of the following events:-

- i) If the licensee being an individual or if a firm any partner in the license firm shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his/her/their estate made against him/her/them shall take any proceedings for a liquidation or composition under the 'Insolvency and Bankruptcy Code, 2016'; as amended from time to time, for the time being in force or make any conveyance or assignment to this effect or enter into any arrangement or composition with the creditors or suspend payment or shall introduce a new partner or shall change the construction of the Partnership Act, as amended from time to time.

Termination of License Deed by NDMC

8.4 Provided that in the event of application of clauses 8.2 (a), (b) and (k) above, NDMC shall give to the Licensee 15 (fifteen) days time to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the NDMC within the cure period, the event shall not be considered as a Licensee Event of Default. In case the licensee fails to remedies the default to the satisfaction of the NDMC within the cure period, then NDMC shall be within its rights to disconnect the utility services, including electricity and water supply & terminate the License Deed. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

8.5 If the Licensee fails to pay or partly pay the license fee and other dues required to be paid as per terms and condition of License Deed by the due date, a 15 (fifteen) days Cure Notice shall be issued to pay the outstanding license fee and other dues along with an interest of 15% (fifteen percent) per annum on the amount of license fee payable and other dues remaining outstanding beyond the due date and falling in arrears:

- a) If the Licensee failing to deposit the outstanding License Fee and other dues within 15 (fifteen) days' Cure notice, NDMC shall issue a Termination notice to make payment of outstanding License Fee and other dues within next thirty (30) days.
- b) In the event of Licensee failing to deposit the outstanding License Fee and other dues within fifteen (15) days from the date of issue of termination notice, NDMC shall disconnect all utilities, including electricity and water supply, provided to the Licensee.

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- c) In the event of Licensee failing to deposit the dues within thirty (30) days from the date of issue of termination notice, it shall constitute Material Breach of terms of Licence Deed and Licensee's Event of Default under this Licence Deed and shall entitle NDMC to terminate the License Deed as per provisions stipulated in this Chapter.

8.6 On Operational Grounds: NDMC reserves the right to terminate the License Deed by giving three months advance notice on operational grounds. The License Deed shall stand terminated after expiry of three months notice and the Security Deposit be refunded after adjusting outstanding dues, if any, payable by the Licensee. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

8.7 Termination for Force Majeure: The License Deed may be terminated for Force Majeure Reasons as specified in Chapter 7.

Other Terms & Conditions:

8.8 On termination of License Deed:

- a) All third party agreements, entered by the Licensee, shall stand terminated with immediate effect;
- b) In case of termination of Licence Deed on account of Licensee's Events of Default, the interest free Security Deposit shall be forfeited in favour of NDMC. Any outstanding dues payable to NDMC shall be adjusted/ recovered from the forfeited interest free Security Deposit. Balance outstanding dues, if remaining after adjustment of outstanding dues from the interest free Security Deposit / Performance Security, shall be recovered from the licensee.
- c) All utilities, including electricity and water supply, shall be disconnected with immediate effect, unless otherwise specified elsewhere, and
- d) A notice of vacation shall be issued to the Licensee to vacate the public premises within 30 days.

8.9 On termination of the license deed, the Licensee shall handover the vacant possession of public premises to authorized representative of NDMC within 30 days from the date of termination of License Deed, after removal of plants, equipments, furniture, fixtures, etc. installed by the Licensee at its own cost, without causing damage to NDMC structures. The Licensee shall be allowed to remove their movable assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc without causing damage to the structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the public premises. The Licensee agrees voluntarily

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and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, NDMC reserves the right to deduct/ recover damage charges.

8.10 If the Licensee fails to vacate the public premises as above, NDMC shall be free to take any/all of the following action(s) as deemed fit to it:

- (a) NDMC shall levy penal charges/damages at twice the rate of License Fee prevailing on the date of termination of License Deed, after unauthorized occupation beyond the 30 days grace period, to be calculated from the date of termination of the licence deed upto the date of vacation of the public premises. Such penal charges shall be paid by the 10th of each Calendar month. Such penal charges will be increased at the rate of ten (10) percent every year on compounding basis. A monthly compounding interest @ 15% per annum on the amounts of such penal charges remaining outstanding beyond the due date, and such interest shall continue to accrue till the license fee amount is finally squared up. Such interest shall be charged for the full month if the payment of license fee is not made by the due date with arrears, if any.
- (b) After lapse of 30 days grace period, NDMC shall take over the goods / property treating at NIL value, even if the public premises of goods/property is/are under lock & key; and shall be free to dispose-off these goods/property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period. If licensee fails to pay the penalty applicable in case of non-vacation of public premises, the same shall be adjusted from the Interest Free Security Deposit available with NDMC. Balance outstanding dues, if remaining after adjustment of dues from the interest free security deposit, shall be recovered from the licensee.
- (c) Licensee shall render himself/herself/themselves liable for action for eviction under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, recovery of dues, disconnection of electricity, water and /or other utility services and any other action(s) as deemed fit by the licensor.

8.11 After vacating the public premises, the Licensee shall submit a vacation certificate from the NDMC's ~~authorized representative~~ as a proof of Licensee having vacated the site. Licensee's statement regarding vacation, without a vacation certificate from the NDMC's authorized representative, shall not be accepted.

8.12 The termination of this Licence Deed shall not relieve either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto. The Licensee shall be liable to pay all dues outstanding to NDMC including electricity and other utility charges under this Licence Deed without prejudice to rights and remedies applicable under the law. The final settlement of dues

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shall take place after submission of vacation certificate from the NDMC's authorized representative subsequent to termination of License Deed.

8.13 Rights of NDMC on Termination: NDMC shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the public premises.

8.14 On termination of Licence Deed, NDMC shall have rights to re-market or to seal/ lock the public premises, or to use it as per its requirements.

8.15 In any case, if any of the powers to terminate the licence shall have become exercisable but the same is for any reason not exercised by the Licensor, non-exercise thereof by the Licensor shall not constitute a waiver of any of the conditions and its powers hereof and such powers shall be exercisable in the event of any of the conditions and the power hereof shall be exercisable in the event of any future case of default and the liability of the licensee for past and future defaults shall remain unaffected besides other rights and remedies of the licensor.

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CHAPTER: 9

REPRESENTATIONS AND WARRANTIES

9.1 The Licensee represents and warrants to NDMC that -

- a) It is duly organized, validly existing and in good standing under the laws of India;
- b) It has full power and authority to execute, deliver and perform its obligations under this Licence Deed and to carry out the transactions contemplated hereby;
- c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Licence Deed;
- d) It has the financial standing and capacity to undertake the commercial utilization of Public premises;
- e) This Licence Deed constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f) There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Breach of the License Deed;
- g) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Breach of the License Deed;
- h) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Breach of the License Deed;
- i) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to NDMC or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- j) The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that NDMC shall not be liable for the same in any manner whatsoever to the Licensee.
- k) The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of NDMC. The Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

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9.2 **Obligation to notify change:** In the event that any of the representations or warranties made given by the Licensee ceases to be true or stands changed, it shall promptly notify NDMC of the same.

9.3 **NDMC Covenants:**

- a) NDMC covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's possession of the Licensed Public Premises, Licensee's use of the public premises, or the rights granted to the Licensee hereunder.
- b) NDMC covenants and represents that it has full and complete authority to enter into a license deed under all terms, conditions and provisions set forth in the Licence Deed, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in the Licence Deed, the Licensee shall peacefully and quietly enjoy the public premises without hindrance or disturbance by NDMC or by any other person(s) claiming by, through or under or in trust for NDMC.
- c) On paying the License fee, Licensee hereby reserved and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the Public premises throughout the said term without any interruptions by the NDMC or by any person claiming by, through, under or in trust for NDMC.
- d) NDMC shall provide necessary documents pertaining to licensing of the public premises, if required by Licensee for seeking any permission pertaining to various activities from any Government Agency.

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CHAPTER: 10

MISCELLANEOUS

10.1 Licensee shall comply with all Applicable Laws. NDMC shall not be held liable for any change/modification in these laws which adversely affect this deed. Licensee shall have no right/claim in this regard, whatsoever the reason may be.

10.2 The licensee may name the Public Premises after obtaining prior written approval of the licensor.

10.3 Signage:

(a) The Licensee shall have the right to display signage(s) of suitable size for displaying. The signage should need to confirm to all Applicable Laws. The Licensee shall need to obtain a written approval from NDMC before putting up any form of signage and NDMC reserves the right to refuse or to suggest an alternation to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by NDMC. However, separate space for generic signage may be provided at ground level subject to feasibility. The licensee shall have to display at least one board in Hindi language in front of the public premises after obtaining prior written approval from NDMC.

(b) No advertisement in any format shall be permitted in the public premises.

10.4 Notices: NDMC and Licensee voluntarily and unequivocally agrees—

a) That any notice to be served upon NDMC shall be sufficiently served and given if delivered to—

The Secretary,
New Delhi Municipal Council,
3rd Floor, Palika Kendra,
Sansad Marg,
New Delhi-110 002

b) That any communication or notice which may be required to be served upon the Licensee under the terms of this License shall be in writing and shall be served and given if delivered by registered post or Speed Post or under certificate of posting or by ordinary post or by hand delivery at the last known address of the licensee and/or public premises or by pasting the same at the outdoor or at the conspicuous part of the public premises. The communication or notice shall also be deemed to be duly served on the licensee even if such notice or communication is received back unserved / undelivered by the India Posts on any ground whatsoever.

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c) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

10.5 That the licensee(s) has deposited a sum of Rs. _____/- vide C.R. No. _____ dated _____ equivalent to Eight months licence fee as interest free security deposit for the due and faithful execution of this agreement which shall be non-interest bearing.

10.6 Licence fee once increased/enhanced shall not be decreased on account of reversion to the trade etc. of pre-increased/enhanced licence fee.

In witness whereof the licensor and the licensee(s) append his/her/their signatures as hereunder:

SIGNATURE OF LICENSEE

WITNESSES

Signature _____
Name _____
Son of _____
By Profession _____
Resident of _____

Signature _____
Name _____
Son of _____
By Profession _____
Resident of _____

DY. DIRECTOR (ESTATE-I)