

**NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA : SANSAD MARG  
NEW DELHI**

**Memorandum of information, Terms and Conditions for licensing of "Tourist Lodge' Near Ashoka Road & Jantar Mantar Road, Crossing, Janpath Lane, Behind Janpath Hotel, New Delhi for running "Tourist Lodge".**

**MEMORANDUM OF INFORMATION**

(a) Grant of licence for running the Tourist Lodge, near Ashoka Road & Jantar Mantar Road Crossing, Janpath Lane, Behind Janpath Hotel, New Delhi.

(b) Earnest Money : 10% of annual Reserve Price.

1. Whereas the Tourist Lodge building is a seven storeyed building and basement. In the basement there is an Electric Sub-station to be run and operated by the New Delhi Municipal Committee. Besides this the basement will be meant for storages. On the ground floor, there can be 4 large shops and open Car Parking space. On the first floor, there can be two Restaurants. On the second floor, there will be 2 Dormitories with attached toilets. On third to 6<sup>th</sup> floor, there will be 32 rooms, 8 rooms on each floor with attached toilets. A lounge has been provided on each floor. There will be one lift in the building, to be run, maintained & operated by the licensee at his own cost.

3. Whereas the Tourist Lodge with excellent accommodation is located at the back of Janpath Hotel.

Details of the area available are as under :-

(i)	32 rooms with attached toilets	132 sqft. Each
(ii)	2 spacious restaurants with kitchens	427 + 175 (kitchen each)
(iii)	2 dormitories with attached toilets	450 sq.ft.each
(iv)	4 large shops	i) 2 shops 326 sq. ft. each (ii) 2 shops 252 sq ft. each
(v)	Open area	as available

Total plinth area of the building is 17000 sq. ft. including basement.

4. Reserve Price: Rs.28,73,000/- per month

5. Terms of licence: 30 years. Licence fee will be increased @ 10% every 3 years cumulatively.
6. The successful bidder is liable to pay the Service Charge to MSTC @ 3% of the successful bid apart from any other Service Tax/Cess/levy that may be payable to Govt. of India/MSTC/NDMC.
7. Inspection of the vacant premises of the property can take place between 11.00 AM to 1.00 PM till 18.3.2016.
8. Persons/entities whose contracts have been terminated by a public sector organization or who has been penalized or expelled from a contract for failure to perform as per the terms of the contract are debarred.

**TERMS & CONDITIONS OF LICENCE**

1. The Licensor reserves the right of licensing out the premises to any person/persons, it deems proper and to reject any or all the auctioneers without assigning any reasons.
2. The auctioner shall furnish an earnest money of the amount equivalent to 10% of reserve price (Annual).
3. The auctioner should furnish details regarding financial soundness and credit worthiness of the tenderer duly certified by a CA firm which is empanelled with CAG.
4. The earnest money shall be forfeited in case the applicant after participating in auction withdraws the offer or makes and modifications therein or on acceptance of his application fails to complete any of the formalities of the licence within the period stipulated in conditions 6 & 7.
5. The allotment will be made on licence basis and the licensed premises will be a public premises within the meaning of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 or such Acts, as may be enforced from time to time in this behalf.
6. The successful auctione will be required to deposit 8 months licence fee as security deposit & two month's advance licence fee within a period of 15 days of the receipt of the intimation of acceptance of his offer towards the fulfillment of the contractual obligations and in case of any breach of the terms and conditions of licence the same shall stand forfeited. The earnest money deposited by the licensee alongwith the tender will be adjusted towards the security deposited. The enhancement in licence fee will be 10% after every 3 years cumulatively.
7. The successful auctioner will execute a licence deed on a non-judicial stamp paper within a period of 15 days of the receipt of intimation of acceptance of tender in the proforma as may be approved by the committee.
8. The ownership of the said Tourist Lodge (including the land on which the said Tourist Lodge is situated belongs to the Licensor) shall at all times rest in the Licensor together with all fittings, fixtures and other installations of immovable type or of the type removal of which is likely to cause damage, to the building. A list of such fittings, fixtures and installations shall be drawn jointly by the representatives of the licensor and the licensee before the licensee takes over the Tourist Lodge Bnuilding for the purpose of running it.



9. The Tourist Lodge Building will be licensed for 30 years from the date of commencement of licence fee i.e. possession of building on 'as is where is basis'. No renewal thereafter will be granted. After the expiry of the term, the licence shall be deemed as cancelled and NDMC shall enter into the premises. If it is refused, the NDMC shall get it evicted as per Public Premises (Eviction of Unauthorised Occupant) Act 1971. All the properties, both movable and immovable shall vest with NDMC after the expiry of the licence period.
10. At the time of commencement of licence fee, 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 10<sup>th</sup> of each English Calendar month at the latest. 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 revoked. In the event of the licensee committing default in the payment of the licence fee for any reason, what-so-ever, shall be liable to pay to the licensor interest for the period of default at such a rate not exceeding 15% per annum, as may be terminated by the licensor on the amount of licence fee, 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.
11. The Tourist Lodge Building will be licensed on "As is where is basis" and the licensee after taking formal occupation of the licensed premises shall not content thereafter that the licensed premises are not complete in any respect whatsoever. If any change, 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 effected. There is no moratorium period.
12. The licensee shall use 2<sup>nd</sup> to 6<sup>th</sup> floors of the licensed premises for the purposes of running "Tourist Lodge" of acceptable standard together with related facilities and business appurtenant thereto for the convenience and benefit of the tourist occupants of the Tourist Lodge. The First Floor of the Tourist Lodge Building shall be used for running restaurants only. The Ground Floor of the Tourist Lodge building shall be used for running 4 shops for the trades other than food, dangerous & offensive trades, and open space for car parking. The basement shall be used by the licensee for storage purposes, and pumping sets only. The Electric sub-station to be run in the basement shall remain in occupation of the licensor. The licensee shall not use the said Tourist Lodge for any other purpose whatsoever except what has been detailed in this para.
13. Preparation of articles of food as may be allowed by the MOH, NDMC and dish washing would be done only in the kitchen area and nowhere else.



14. The licensee shall run the Tourist Lodge himself. However, the licensee may run the shops, Restaurants, scooter-cycle stand and car parking himself or allow temporary such licensee for running restaurants in the 2 restaurants earmarked for the purpose, and such trades in the 4 shops, as may be permitted by the licensor and car parking and cycle scooter stand for parking. The licensee shall be further responsible for the conduct of the various sub-licensees and observance of rules and regulations etc. The licensees shall be further responsible to answer that the sub-licensees quit the premises on the expiry or sooner determination of the licence that may be accorded. The sub-licensees shall not get any right over and above the rights and privileges of the licence. The licensee shall furnish to the licensor the names of sub-licensees in the Tourist Lodge Building form time to time & the terms of licence of sub-licensees shall be got approved from the licensor in writing.
15. Save as provided in the preceding para, the licensee during the tenure of this license shall not sublet/transfer/ assign or part with the building or any portion thereof permanently or temporarily to anybody else nor shall be allowed to take any person/persons to occupy the premises or to use any part thereof save with the prior permission in writing of the licensor.
16. The licensee shall be bound to abide by the relevant provisions of the New Delhi Municipal Council Act and such other Act or Acts at present in force, as the licensor is required to abide by or as is made applicable to the licensor in future and the bye-laws made there-under from time to time as are existing or may be enacted here-after and the provisions of Prevention of Adulteration of Food Act & rules made there-under and Lodging House by-laws as applicable in Delhi in respect of the manner of method of running tourist lodge, restaurants, shops etc. or such other existing central and local laws, shops etc. or such other existing central and local laws, rules and regulations enacted or to be enacted or introduced in connection with the running of the Tourist Lodge, Restaurant, shops etc.
17. The Licensee shall furnish and equip the licensed space 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 business like manner.
18. The licensee shall be responsible for running, operation and maintenance of lift and water pumping set installed in the Building at his own cost.
19. All other charges in context with regard to the running of Tourist Lodge including renewal fee, in respect of lift etc. installed in the said Tourist Lodge shall be payable by the licensee from the date from which the licensee is to be in occupation of the said Tourist Lodge till the expiry of the period of licence or its determination at any stage.



20. The licensee shall make adequate provisions for fire detection, safety, fire fighting arrangement as may be prescribed by the Licensor/Chief Fire Officer or any Code/Standard Practice or any other Competent Authority in this behalf.
21. The licence shall get the Tourist Lodge Building fully insured against the risk of fire, earth-quake, riots, civil commotion & electric fire and flood for the amount not less than reserve price for the benefit of the licensor. The licensor shall not be responsible of damages etc. and shall indemnify the licensor all the consequences that arise due to his conduct.
22. The licensee at his own cost will provide lights, exhaust fans, ceiling fans and other electrical fittings etc. Only electric points will be provided in the building by the licensee.
23. The licensee will have to obtain electric and water connections and will bear the electric and water charges by himself.
24. If any additional load is required, the same would be sanctioned to him on his applying and additional cable etc. If required, would be laid on his depositing the cost for the same. Similarly, the Horticultural work, if any, is also to be done by the licensee at his own cost.
25. The licensee shall be responsible to secure from time to time the necessary permission or licence or permit etc. as may be required from the Authorities concerned in order to carry on business of a Tourist Lodge, Restaurant and shops etc. in the said building. The licensor shall reserve its right with regard to fixation charger for hiring and lodging for the tourists and/or any other services rendered to the tourists lodgers in the building, appurtenant to the business of running 'Tourist Lodge'. If the rates or charges are considered unreasonable by the Licensor, the licensor shall fix such charges and rates as may be determined by the licensors in this behalf.
26. The licensee shall be responsible to keep the said Tourist Lodge building and the entire premises together with fittings, fixture and other installations including lifts, pumping set and other assets belonging to the licensor in a befitting manner. The licensee shall also be responsible to carry out effective day to day maintenance and repairs annual or special as may be required from time to time including operation of services except Electric Sub-station at its own cost including replacements of installations, belonging to the licensor for any reason what-so-ever after obtaining prior written permission of the licensor. The licensee shall be further responsible for the maintenance of open space & Electric sub-station portion in good condition at its own cost. Electric sub-station located in the basement shall be maintained and operated by the licensor or its officer/officers, who shall at all time have access to the sub-station without any obstruction or hindrance and the licensee shall not claim any compensation from the



licensor for the space occupied for running the sub-stations. The licensor shall be responsible for the maintenance of all Electric installations and appliances upto meter boards.

27. Save as otherwise provided the licensee shall not make any addition/ alterations in the said building and installations without prior written permission of the licensor and even when permitted by the licensor the said additions/alteration shall be carried out by the licensee at its own cost and the same shall vest in the licensor unless the licensor asks the licensee to remove the same and restore the premises to original condition.
28. The licensor or his officer/officers shall be entitled to inspect the said Tourist Lodge Building at any time with a view to examine the said building and other fittings, fixtures and installations installed therein and for the purpose of examining whether the licensee is complying with the provisions of the appropriate laws and to ensure the compliance of the licence deed. In the event of the licensor being satisfied that any fittings, fixtures and installations installed therein and the building or any part thereof have been damaged or unduly deteriorated due to poor maintenance and operation on the part of licensee, the entire cost of making good such damages or deterioration shall be charged to the licensee.
29. The licence is revocable at the will of the licensor and does not create or vest, any interest of the licensee in the premises and that the licensee shall not remove from the premises the furnishing, fittings and fixtures etc. belonging to the licensee without the prior permission of the licensor in writing and if required the licensor shall have the option to retain the same without payment of any compensation. In case of licensor deciding not to retain all or any of the fittings and fixture, furnishing, the licensee shall remove the same peacefully and restore the space to the original condition at his own cost.
30. No encroachment of any kind on the municipal land or on the space other than the space that will be licensed out to him shall be permitted / tolerated.
31. The licensee shall not do anything in or outside the premises which may be nuisance or may cause annoyance to the neighbours.
32. The ground rent, the house tax, Service Tax and any other relevant tax payable by NDMC as owner as per law in force in respect of the Tourist Lodge Building shall be payable by the licensee.
33. The licensee shall not be entitled to put up any shop, stall, shed, counter or any other such structure on the licenced space without prior written permission of the licensor.



34. The licensee shall not employ or permit to be employed or allow or to enter into or remain in the said premises any person suffering from any contagious, loathsome or infectious disease.
35. The Licensee shall not display any name board, Neon sign board or advertisement board in any part of the building or in the open space allotted to the licensee without obtaining prior written permission of the licensor.
36. The licensee shall name the Tourist Lodge after obtaining prior approval of the licensor.
37. The licensor shall have the right and liberty to carry out construction on or around the licensed premises and/or land attached thereto, whether in the exclusive use of the licensee or common use so as to improve the premises or to implement NDMC schemes of additions/alterations and for such construction the licensor shall not be required to give any prior notice to the licensee or to obtain any permission, what-so-ever from the licensee.
38. In any case if any of the powers to revoke the licence shall have become exercisable but the same is for any reason not exercised, non-exercise thereof 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.
39. 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 communication and notice may be served on the licensee either by Registered Post or Under Certificate of Posting or by ordinary mail or e-mail or by hand at the last known address of the licensee. The address of the licensed premises shall be deemed to be due services on the licensee even if the said communication is received back unserved/un-delivered on any ground what-so-ever.
40. That without prejudice to the general power of cancellation of allotment/licence contained in these documents, breach of any of the conditions will make the licensable to cancellation with immediate effect notwithstanding the provisions contained in conditions No. 9 above and eviction of the licence besides forfeiture of security deposit. The licensee shall also be liable for damages at double the rate of monthly licence fee for the period from the date of cancellation upto the date of vacation of the premises. An interest @ 15% per annum on the sum calculated as damages will be payable if the payment of damages is not made by the 10<sup>th</sup> of each English Calendar month.



41. In the event of licence having been terminated earlier in terms of the relevant clause the licensee shall vacate the premises in a peaceful manner and clear all the dues prior to handing over the possession of the premises. The licensee shall also be responsible for making good the damages, losses, etc. to the property fittings and fixtures noticed by the licensor at the time of vacating the premises by the licensee except for depreciation arising out of normal wear and tear using. The decision of the licensor as to the extent of damages losses will be final and binding.
42. In the event of breach of any of the terms and conditions of the licence, the licensor shall be entitled to forfeit the whole or part of the security deposit besides terminating and revoking the licence and on the revocation being made it shall be duty of licensee to quit and vacate the premises without any resistance and obstruction and give the complete control of the premises to the licensor.
43. If the licensee defaults in the terms of the licence fee or cases to do business in the said tourist lodge building or commits breach of any of the term of the licence fully or otherwise, the licensor may give a notice in writing to the licensee for remedying the breach and if the licensee fails to do so within a period of 10 days from the date of such notice the licensor may terminate the licence forthwith.
44. On the expiry of the licenced period or in the event of the licence having been terminated earlier, the licensor shall have the option to retain furnishings and interior decorative items, fittings, fixtures and machinery and apparatus equipments and other gadgets installation etc. belonging to the licensee. In cases the said option is not exercised by the licensor, licensee shall have the right to remove all assets belonging to the licensee peacefully without any objection or claiming the compensation whatsoever by the licensor and the licensee shall restore the premises to its original condition at its own cost.
45. If the allottee after issuance of allotment letter does not turn up to occupy the premises for running the allotted trade/trades, the allotment will be cancelled after giving him 10 days notice and allottee shall be liable to pay damages to licensor at double the rate of monthly licence fee for the period, the commencement of date of licence fee is declared till re-allotment of the premises to any other party is made. In this event the security deposit and advance licence fee shall also stand forfeited.
46. The licence shall stand ipso-facto determined without any right to compensation, whatsoever to the licence in any of the following events :-
  - i) If the licensee(s) being an individual or if a firm, any partner in the licensee at any time be adjudged insolvent or shall have a receiving



order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency Act for the time being in force or made any conveyance or assignment of his effects or enter into any arrangement or composition with the creditors or suspend payment or shall introduce a new partner or shall change the constitution of the partnership or if the firm is dissolved under the partnership Act. or

- ii) If the licensee(s) being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitle the Court or debenture holders to appoint & receiver or manager.

Provided always that such determination shall not prejudice any right or action remedy which shall have accrued or shall thereafter accrue to the Committee (Licensor).

- 47. That in the event of breach of any of the terms and conditions of the licence the licensor shall be entitled to forfeit the whole or part of the security deposited besides terminating and revoking the licence and on the revocation being made it shall be the duty of the licensee to quit and vacate the premises without any resistance and obstruction and give complete control of the Shop to the licensor.
- 48. That the overall control and supervision of the Tourist lodge shall remain vested in the licensor whose officials shall at all reasonable hours be entitled to inspect the premises with respect to its bona-fide use and in connection with the fulfillment of the other terms and conditions of the licence.
- 49. That the licensee shall not permit the allotted Tourist lodge 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 premises or part thereof or otherwise carry on the business in the premises with any other person or assign, transfer, change or otherwise alienate his/her/their interest in the premises, without the previous consent in writing of the licensor and in default thereof shall be liable or ejection.
- 50. That allotment of the Tourist lodge in favour of the licensee is purely temporary one and the same shall be treated as a bare licence which is revocable at any time without assigning any reasons and in the event of the revocation 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 premises within one week of the notice of revocation of the licence by the



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

51. That on the expiry of the period fixed for the licence or in the event of revocation of the licence under the terms and conditions or on non-usage of the Tourist lodge for a period of thirty consecutive days the licensor shall be entitled to re-enter upon the premises and assume exclusive charge thereof and deal with it in such a manner as it may deem fit. Any belongings of the licensee if found in such Tourist lodge shall be liable to be auctioned unless claimed within one month of the assumption of such possession by the licensor. The proceeds of such sale shall be adjusted against the dues recoverable from the licensee by the licensor, if any.
52. That in the event of the breach of any of the terms and conditions of licence and on cancellation with or without assigning any reason the licensee shall hand over the vacant possession of the premises within the time as may be specified in the notice of cancellation of allotment and the licensee shall be liable to pay damages at the rates as may be determined by the licensor from time to time from the date of cancellation of the licence same as provided in condition No.51 above till the date the vacant possession of the premises is handed over to the licensor besides forfeiting the security deposited in the event of the breach of any of the terms and conditions of the licence and default in payment of monthly licence fee.
53. That breach of any of these conditions will make the licence liable to cancellation with immediate effect eviction of the licensee besides forfeiture of security deposit on revocation/cancellation of the licence. It shall be the duty of the licensee to quit the licensed premises within the time given in the communication issued by the licensor in this respect. In case the licensee fail to quit the premises within the stipulated period the licence shall be determined by the licensor, from the date of such cancellation/revocation of the licence from the licensee.
54. That in case the licence for use and occupation of the premises is determined or cancelled by the licensor, the unauthorised occupants will have no right to consume the electricity supply and the licensor shall be within his/her/their right to disconnect the electricity supply to the said Tourist lodge all without any reference or notice.
55. That the Court of Estate Officer, NDMC, New Delhi only shall have the jurisdiction to entertain any application in respect of any proceedings under this agreement or to entertain any suit in connection with this agreement of licence and other court of any other place shall have no jurisdiction to entertain any such application or suit.
56. That the licensee will have to display at least one board in Hindi in front of his/her/their Tourist lodge as per approved design.



57. That the licensee shall not call in question or raise any dispute regarding quantum of licence fee as agreed to either before the council or before any court of law. If the licensee raise any such dispute, he/she/they shall render his/her/their licence to be cancelled forthwith.
58. That the licensee/licensees shall be required to install CCTV/Web cam at strategic location(s) within his/her/their licensed unit having licensed area of 250 sq. ft. and above, with recording facility of at least 30 days. It will be the responsibility of the licensee/licensees to ensure proper operation and maintenance of the equipment so installed, which will be open for inspection by NDMC authorities and shall be to the satisfaction of such authority as may be intimated.
59. The breach of any of these conditions will entitle the licensor to cancel the allotment besides forfeiture of security deposited by the licensee and disconnection of electricity connection provided and sealing of the Tourist lodge for further use.
60. I/We have gone through the contents of the tender from carefully. The information supplied by me/us is true to the best of my/our knowledge and belief and nothing has been concealed therefrom. I/we shall abide by all the terms and conditions of allotment.

DATED : \_\_\_\_\_

SIGNATURE OF TENDERER(S).

