



# New Delhi Municipal Council

## PALIKA KENDRA: NEW DELHI-110001

### TERMS AND CONDITIONS OF ALLOTMENT

1. That the Council the right to allot the shop to any person/persons. It may be deemed proper and to reject any or all the tenders/application without assigning any, reasons.
2. That the license shall be for a period of 10 years subject to enhancement of license fee by 10% every year in the first instance and thereafter it shall be the entire discretion of the license to extend or not extend the period of license. In case it is decided by the licensor to extend or not to extend the period of license. In case it is decided by the license fee calculated at the rate of license fee payable under the present license plus (by the percentage in force in the market) as annual license fee of renewed license provided the licensee exercises his option for renewal of license in writing for another term of 10 years within 60 days before the date of expiry of term of the present license and the licensee completes all the required formalities for renewal of license within the stipulated period of 60 days. In case the option for renewal is not so exercised and/or the formalities are not completed within stipulated period to the satisfaction of the licensor, it shall be presumed that the licensee is not interested in further extension/renewal of his license beyond the date of expiry of term of the license and consequently the license and consequently the license shall stand determined ip-sofacto with effect from the date of expiry of term of the present license and in the event of the licensee not surrendering the vacant possession of the shop within the stipulated period under this deed, the licensee shall render himself liable for action for eviction and recovery of damages under the Public Premises (Eviction of Unauthorized occupants) Act. 1971.
3. That the licensee shall offer monthly license fee for the spaces in the shop on 'As is where is basis' per sft. per month on the basis of the covered area which will be for a period of 10 years subject to enhancement of license fee by 10% every year.
4. That the licensee/licensees shall complete the usual formalities in 10 days of the issue of the offer letter. The licensee shall furnish three copies of the latest photographs of passport size duly signed by licensee/licensees and attested by the gazetted officer or Magistrate Ist Class of Notary Public. He/She/They will also be required to produce attested photocopy of Ration Card.
5. The licensee shall be required to deposit six months license fee in the municipal treasury on receipt of acceptance of the offer. Out of this deposit, license fee equal to four months license fee will be reckoned and adjusted towards security for the fulfillment of the contractual obligations and the balance amount will be adjusted against monthly license fee becoming due for months from the date of commencement of license. No interest will be payable on this deposit. Earnest money deposited by the tenderer/applicant shall be adjusted in the security referred to above.
6. That each tenderer shall attached to the tender application earnest money in the shape of Bank Draft in favors of Secretary, NDMC. The earnest money so deposited by a tenderer(s) whose tender is not accepted shall be refused after the committee has taken a decision regarding acceptance/rejection of the tender.
7. That the liability for payment of license fee would commence from the 10th day of issue of the allotment letter. The license fee will commence from the said date irrespective of the date of actual taking over of occupation of the premises/spice and the request of the licensee(s) to offer the date of commencement of license fee will not be entertained for any reasons whatsoever.
8. That the licensee/licensees will be entitled to a discount equal to the amount of the increase over and above the license fee.
9. That in case the monthly license fee is paid after the expiry of the particular month for which it is payable on interest the rate of 12% per annum or as decided by council from time to time shall be paid the licensee (s) on the account of license fee remaining outstanding beyond the due date and failing in arrears. Such interest shall be charged for full month if license fee is not made by the due date with arrears if any, and such interest shall continue to accrue to the licensor till the account is finally squared up.
10. That if the license fee hereby reserved or agreed or any part thereof shall at the time be in arrears or remain unpaid after the due date or if the licensee at any time fails or neglects to perform or observe any of the terms and conditions herein contained and on his/her/their part to be observed and performed then and in that even the licensor may without prejudice to its right to revocation of the license as licensor by giving 10 days notice in writing to the licensee determine the license, take effective steps for resumption of the premises in question or any part thereof on the whole.
11. . That the licensee shall secure necessary permission or license if any, from competent/appropriate authority in order to run the allotted trade in the premises but in no circumstances the delay in the issue of such permission or license or refusal to issue the same shall exonerate the licensee from paying the license fee for the entire period of license. In this regard the licensee from paying the license fee for the entire period of license.

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 own cost. In the event of license for running a particular trade is not granted or 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 for which license, if any granted by the competent/appropriate authority under the provisions of rules bye-laws etc. no request for change or addition of trade will otherwise be entertained.

12. That the licensees shall not permit the allotted premises or any part thereof to be used by the other person for any purpose whatsoever without the previous consent in writing of the licensor and in default thereof shall be liable for ejection. The licensee(s) shall not introduce any partner nor shall the licensee transfer possession of the premises or any part thereof permanently or temporarily or otherwise carry on the business in the premises with any other person or assign, transfer, change or otherwise alienate his interest in the premises.
13. That the licensee (s) shall make use of the premises for allotted business only and in so doing shall keep the verandah in front of the premises in question, the compound and the lane and bye-lane of the market clear and he/she/they shall not cause any obstruction or encroachment whatsoever in the verandah, compound lane or by-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 premises or the compound lane or bye-lane of the market is being used by an unauthorised person with the connivance of the licensee (s) or that the licensee has put up any hoardings, show cases etc. stacked any goods in the verandah, compound lane or bye-lane of the market which obstruct the normal movement of the customers or other licensees, the licensor shall be entitled to determine the license forthwith without assigning any reasons and without service of notice, to the licensee and to claim/damages remove such encroachment after the licensee reasonable opportunity envisaged under Section 225 of the New Delhi Municipal Council Act, and to claim damages at such rates as may be decided by the licensor which will be final and binding on the licensee.
14. That the licensee (s) shall not cook, manufacture or prepare food in or outside the shop or in the verandah outside thereof nor shall he/she/they allow any person to do so.
15. That the licensee(s) shall not keep any animal or conveyance in or outside the shop.
16. That the licensee(s) shall fulfill and diligently comply with all the directions general or special ordered by the licensor from time to time.
17. That the licensee (s) shall keep the licensed premise neat and clean and shall not employ or permit to be employed or allow entering into or remaining in the said premises any person suffering from any contagious, loathsome or infectious disease.
18. That the licenses (s) shall be licensed the said premises equipment, installations, fittings and fixtures provided, fit any, on 'As is where is basis' and the licensee shall not make any additions/alterations in the licensed space installations installed if any, including electric installations and wiring without the prior permission of the licensor in writing. Necessary light and fan points shall be provided by the licensee at his own cost.
19. The licensee (s) shall not carry out any additions/alterations in the premises, if any, additions/alterations are required by the licensee, and a request to this effect may be made in writing to the licensor who may consider the same on each terms and conditions as may be deemed appropriate. Where any additions alterations are ultimately carried out on payment of addition license fee or to otherwise the same shall vest in the licensor and the licensee (s) shall not be entitled to remove the same or to claim any compensation whatsoever in respect of the same at the time of vacation of the premises. The licensee shall not make any opening in the side or back wall etc. in any manner whatsoever.
20. That the effective day to day maintenance, watch and ward sanitation of the licensed premises and attending to no current complaints from meter onwards, routine and periodical maintenance will be the responsibility of the licensee (s). In the event of failure of the licensee to carry out effective day to day maintenance of the premises to the satisfaction of the licensor or any repair which the licensor may consider necessary to be carried out without delay or loss of time to avoid wastage of electricity and damage to the property the responsibility of which is otherwise that on 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 entire cost incurred in this behalf besides departmental charge.
21. That the licensor shall carry out annual repair to the licensed premises which shall mean only yearly white and color wash in fashion and in the manner, the same is done at the time of grant of license, while paint work in the premises as now painted will be done once after every three years.
22. That the licensee (s) shall not do anything in or outside the licensed premises which may create nuisance or may cause annoyance to the neighbors and/to the licensor.

23. That the overall control and supervision of the premises shall remain vested in the licensee and the licensor through its authorized representatives will have the right to inspect the premises or part of the licensed premises, as and when considered necessary, with respect to the bonafide use and in connection with fulfillment of the other terms and conditions of the license.
24. That the licensee will have to obtain electric connection and will bear the electric consumption charges by himself and themselves would get the load for light and power sanctioned in his name after completing all the formalities like deposit of new connection fee, security etc. if any additional load is required the licensee (s) shall apply on prescribed Performa to Electricity Department and NDMC along 'No Objection' from the Secretary, NDMC which will be examined as per prevailing rules and its technical feasibility.
25. That the licensee (s) shall be responsible for keeping the accommodation licensed to him/them in proper condition and in a manner befitting the building. The licensee (s) will be liable to compensate the licensor to the extent and for the amount as may be determined by the licensor.
26. That the common area will be maintained by the licensor.
27. That the licensee (s) shall not display any neon sign board or advertisement board etc. without prior written permission of the licensor by the licensee shall be responsible to pay the advertisement tax or any other charges livable by the NDMC, if any, neon sign board or advertisement board etc. is installed with the prior written permission of the licensor.
28. That the license is revocable at the will of the licensor and does not create or vest any interest of the licensee (s) in the licensed premises. In case the license is cancelled before the expiry of the term of the license or on the expiry of the term of license, in that event the licensee (s) shall not remove from the licensed premises the furnishings fittings and fixtures etc. belonging to the licensee (s) of the type, removal of which is likely to cause damage to the building and the same shall belong to the licensor decided not to retain all or any of the firings, furnished and licensee (s) shall remove the same peacefully and restore the licensed space to its original condition at his own cost.
29. That the allotment of the shop in favor of the licensee would be purely temporary one and the same shall be a bare license which is revocable at any time without assigning any reasons and in the even of revocation of the license on account of breach of any of the terms and conditions of the license, the licensee(s) shall be bound to quit the premises within 10 days of the notice of revocation of the license and shall not claim any compensation for any resultant injury thereof.
30. That the licensee (s) shall provide at his/her own cost the board on the premises as may be prescribed by the licensor from time to time the licensee shall fulfill and abide by all the provisions of the NDMC Act, by-laws, rules and regulations the render and the provisions of Delhi Shop Establishment Act and those of any other laws for the time being in force or introduce hereafter.
31. That the licensee (s) shall be jointly and severally responsible to any the license fee/damages if any and for faithful observance of the terms and conditions of the license.
32. That in the event of the licensee (s) being desirous to surrounding the licensed premises before the expiry of the term of license he/she/they can do so by giving one month's notice in writing to the licensor terminating his/her/their liability on the date of expiry of the said notice or on the date of handing over the possession of the licensed premises whichever is later, provided the outgoing licensee before handing over the possession clears all the municipal dues including damage charges, if any. Clearance of the dues will be essential condition for acceptance of the notice. In the event of non-payment of the dues before date of expiry of notice period the time taken in clearing the municipal dues will be automatically postpone the date of notice period and the period of notice in that event will expire on the date of clearance of the dues.
33. 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 notices may be served on the licensee either by the registered post or under certificate of posting or by ordinary post or by hand delivery or by affixing the same to some conspicuous part of the licensed premises which shall be deemed to be a due service on the licensee.
34. That in the event of the breach of any of the terms and conditions of license and/or cancellation with or without assigning any reasons, the licensee shall hand over the vacant possession of the premises without any resistance or obstruction and given complete control of the shop to the licensor in a peaceful manner within 10 days from the issue of notice of cancellation of allotment and shall also be liable to pay damages at the rate as may be determined by the licensor from time to time from the date of the cancellation of license till the date of vacant possession of the premises in handed over by the licensee to the licensor, besides, forfeiting the security deposit. The licensee shall also be responsible for making the damages, losses etc. to the licensed premises, fittings and fixtures noticed by the licensor at the time of vacating the licensed premises by the licensee except for depreciation arising out of normal wear and tear and usage. The decision of the licensor as the licensee shall not claim any compensation for any resultant injury thereof.

35. That in case the license is cancelled by the licensor the unauthorized occupant of the Public Premises viz. Erstwhile licensee together with all other unauthorized occupants, if any, shall be liable to pay the damages at the rates as may be determined by the licensor from time to time. Besides an interest at the rate of 12% per annum or as decided by the council from time to time shall be paid on the sum calculated as damages if the damage charges as determined by the licensor are not deposited in the municipal treasury by the 10th day of each calendar month. Interest shall be charged for full month, if the payment is made after the stipulated date and shall continue to accrue to the licensor till the account is finally squared up.
36. That the license 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 (s) being an individual or if a firm any partner in the licensee firm shall die or at any time be adjudged insolvent or shall have a receiving order or orders for administration of this effect made against him or shall take any proceedings for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment to his effect or enter into any arrangements or composition with the creditors or suspend payment or shall introduce a new partner or shall change the constitution of the Partnership or if firm is dissolved under the Partnership Act.
  - ii) If the licensee 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 a receiver or manager.
37. That on the expiry of the period fixed for the license or in the event of revocation of the license under the terms and conditions or on non-user of the licensed premises for a period of 30 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 premises shall be liable to be auctioned unless claimed within one month of the assumption of such possession by the licensor. The licensor shall further be entitled to appropriate out of the proceeds of such sale and the money due to the licensor from the licensee.
38. That the premises are licensed to the licensee on the basis of his declaration contained in his affidavit dated \_\_\_\_\_ to the effect that he or any member of his family dependent upon him, is not having any other business premises on rent or on license from any source whatsoever or having his own commercial property in Delhi, New Delhi or Faridabad. If at any stage it comes to the notice of the licensor that the licensee has suppressed this information and/or has given a wrong declaration, the license shall stand determined ip-so-facto and the licensee shall vacate the premises. In case the licensee fails to quit the premises, or question, shall also be liable for payment of damages as may be determined by the licensor from the date of premises were allotted to him.
39. That the licensee(s) shall not call in question or raise any disputer regarding quantum of license fee as agreed above either before the Council or before any Court of law. If the licensee raises any such dispute4, he shall render his license to be cancelled forthwith.
40. That the licensee(s) shall be liable to compensate the licensor to the extent of damage caused to the shop due to the outbreak of fire, leakage or water entering into the shop due to the negligence and improper maintenance of the premises by the licensee.
41. The notwithstanding anything contained in any of the terms and conditions mentioned herewith, the licensor shall have the above right at all times to undertake any addition construction to ensure better utilization the building and to improve its revenue. The licensee shall not claim any reduction in the agreed license free on this count.
42. That the licensee (s) shall obtain information regarding fire fighting arrangement and shall make any/all arrangements/provisions for the fire detection safety/fighting arrangement as may be prescribed by the Chief Fire Officer/Licensor or any other code/standard practice or by any competent authority in this behalf with the prior approval of the licensor within 30 days of the grant of license or occupation of the licensed premises whichever is earlier.
43. That the monthly license fee to be mentioned in the agreement shall be payable in advance on or before the 10th day of each English calendar month of the use and occupation of the said premises.
44. That the license fee quoted by the tenderer shall be increased by 5% to become the license fee payable. In the event of the tenderer offer being accepted the total amount after so increased amount shall be the license fee to be mentioned in the license deed.
45. That in case the license fee use and occupation of the premises in determined or cancelled by the licensor the unauthorized occupant will have no right to consume the electricity supply to the said premises without any reference or notice or to disconnect the electricity supply to the said premises without any reference or notice.
46. That the earnest money is likely to be forfeited in case the tenderer on acceptance of this office fails to complete any of the formalities of allotment or withdraw or amend his offer after submitted the tender/ application.

47. That in case the licensee wants to pay the license fee by Cheque then the crossed cheque in this behalf should be drawn by the licensee himself through his own bankers and in no circumstances the Cheque are sent by any other person on behalf of the licensee would be accepted. In case the Cheque drawn by any third party other than the licensee is deposited in the municipal treasury towards the payment of license 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 due to the dishonor of such Cheque presented by any third party.
48. 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.
49. In the event of the licensee being desirous of surrendering the licensed premises before the expiry of the term of license he can do so by giving one month's notice in writing terminating his liability on the date of expiry of the said notice or on the date of handing over the possession clears all the municipal dues including damage charges, if any. Clearance of the dues will be essential condition for acceptance of the notice. In the event of non-payment of the dues before the date of expiry of notice period the time taken in clearing the municipal dues shall automatically postpone the date of notice period and the period of notice in that event will expire on the date of clearance of the dues.
50. 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 by and other competent authority in the behalf at his/her own cost. The licensee shall carry out the work of providing the fire prevention and fire safety measures to the full satisfaction of the Chief Fire Officer, Delhi or any other competent authority in this respect, in the event of the failure of the licensee and to do the needful, the licensor may get the work done for and on behalf of the licensee and in that event the licensee shall pay to the licensor the entire cost (including the departmental charges) incurred in this behalf. After installation of the fire preventive and fire safety equipments in the premises as per the requirement of the Chief Fire Officer of any other competent authority in this respect, in the building. The licensee shall pay the service charges for the services rendered by the licensor for operation and maintenance of the fire prevention and fire safety arrangements on proportionate area basis in addition to the license fee determined for the premises. The non payment of the service charges on this account shall be treated as breach of terms and conditions of license and shall render the license liable to be revoked/ cancelled.
51. That the licensee while fixing his/her name board at the appropriate place shall invariably use Hindi language at the top besides any other language he/she may like to use.
52. That breach of any of these conditions will entitle the licensor to cancel the allotment besides forfeiture of security deposited provided and sealing of the premises for further use.
53. That the licensee shall not call in question or raise any dispute regarding quantum of license fee as agreed to either of are the council or before any Court of law. If the licensee raises any such dispute, he/she/they shall render his/her/their license to be cancelled forthwith.
54. That the licensee shall furnish the following documents within 10 days of acceptance of his offer: -
  - a) A valid Income Tax Clearance Certificate.
  - b) Statement of accounts in respect of individual/firm.
  - c) Bank Guarantee of the Nationalized Bank to the satisfaction of the Secretary, NDMC for an amount equivalent to one year license fee, renewable on year to year basis at the discretion of NDMC, up to the period of validity of license.
  - d) Details of property, if any.
55. In addition to the above terms and conditions the tenderer shall abide by the following conditions also: -
  - a) Tenderer will have to pay 5% in addition to the quoted license fee as cleanliness and maintenance along with sanitation & security charges.
  - b) No change of trade will be permitted.
  - c) Cleanliness and maintenance of Hygienic condition around these shops is the responsibility of the allottees.
  - d) No encroachment outside the shop will permissible.
  - e) Any type of unauthorized addition/alternation will lead to cancellation and disconnection of electric supply besides eviction from the premises.

I/We have gone through the contents of the tenderer form carefully and the information supplied is true to the best of my knowledge and belief and nothing has been concealed there from and I shall abide by the terms and conditions of tender.

**Signature of Tender Applicant**

**Address :** \_\_\_\_\_

**Date :**

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