

**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 space/shops/kiosks/cafeteria etc.: -

No	Property Description and Address	Approximate Covered area (Sq. Ft.)	Reserve Price (Rs./month)	Permissible use	Reservation Category
<b>Office Space and shops in Palika Bhawan, R.K. Puram</b>					
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	Disabled
6	Office Space in 2 <sup>nd</sup> floor	1,908.00	1,90,800	Office Space	Unreserved
<b>Office Spaces and shops in Palika Place, R.K. Ashram Marg</b>					
7	Shop No. UG-19	78.00	5,850	Licensable	Unreserved
8	Shop No. LG-57	54.27	2,443	Licensable	SC
9	Office Space 2 <sup>nd</sup> floor No. 35	517.77	31,067	Office Space	Unreserved
10	Office Space 2 <sup>nd</sup> floor No. 39	517.77	31,067	Office Space	Unreserved
11	Office Space, 2 <sup>nd</sup> Floor No. 40	517.77	31,067	Office space	Unreserved
12	Shop No. UG-40	25.61	1,025	Licensable	Unreserved
<b>Shops in AIIMS subway</b>					
13	Shop No. 1C	98.00	44,100.00	Licensable	ST
14	Shop No. 1 A	94.00	42,300.00	Licensable	SC
15	Shop No. 16B	61.00	27450.00	Licensable	Ex-Serviceman
<b>Shop in North West Moti Bagh</b>					
16	Shop No. 4	128.00	19,200	Licensable	Unreserved
<b>Kiosks/ Cafeterias</b>					
17	Kiosk/ Cafeteria 01 in Palika Bazar Plaza	131.86	18,131	Licensable	Unreserved
18	Kiosk/ Cafeteria 02 in Palika Bazar Plaza	131.86	18,131	Licensable	Unreserved
19	Kiosk/ Cafeteria in BRICS Rose Garden	345.20	22438	Licensable	ST
20	Kiosk/ Cafeteria in IAF Rose Garden	341.86	22221	Licensable	SC
21	Kiosk/Cafeteria in PSIO Club	1479.28	184910	Licensable	Unreserved
22	Kiosk/ Cafeteria in Yashwant Place	102.80	30839	Licensable	Unreserved
23	Shop No.243, Palika Bazaar	298.00	65560.00	Licensable	Unreserved
24	Shop No.135 Palika Bazaar	149.00	32408.00	Licensable	Deleted in view of stay granted

					by Hon'ble Court
25	Shop No.189 Palika Bazaar	253.00	54395.00	Licensable	Ex-serviceman etc.
26	Kiosk No-K-11, Palika Parking	103.00	17253.00	Licensable	Unreserved
27	Shop No-6, Palika Parking	142.46	27067.00	Licensable	Unreserved
28	Shop No-15 Palika Parking	128.00	24320.00	Licensable	SC
29.	Shop No-11 Palika Parking	145.00	27550.00	Licensable	SC
30.	Space at Palika Parking (earlier occupied by Bhagat Video)	420.00	50400.00	Licensable	Unreserved
31	Space at Palika Parking (earlier occupied by Bindal Apparels)	6747.17	1147019.00	Licensable	Unreserved
32.	Shop No-27 at Still Floor Yashwant Place	324.00	64800.00	Licensable	Unreserved
33	Shop No-61 Yashwant Place	656.14	123026.00	Licensable	SC
34	Shop No-105 Yashwant Place	365.33	73066.00	Licensable	Unreserved
35	Shop No-2 Shivaji Stadium	342.00	29925.00	Licensable	Unreserved
36	Shop No-3 Shivaji Stadium	551.00	48213.00	Licensable	Unreserved
37	Shop No-4 Shivaji Stadium	627.00	54863.00	Licensable	Unreserved
38	ATM Site at NDCC-II, Jai Singh Raod,	203.67	40734.00	Licensable	SC
39	ATM Site at Laxmi Bai Nagar Market	136.00	31280.00	Licensable	SC
40	ATM Site at Suvidha Market Netaji Nagar	80.00	14800.00	Licensable	Unreserved
41	ATM Site at Kaka Nagar Market	80.00	18000.00	Licensable	Unreserved
42	ATM Site at R.K.Ashram Lane, DIZ Area, Gole Market	80.00	19200.00	Licensable	Unreserved
43	Stall No-43 Baird Lane, Gole Market,	159.52	23130.00	Licensable	Unreserved
44	Shop No-1, Mohan Singh Place, Connaught Place	140.00	15400.00	Licensable	Unreserved
45	Stall No-8 Hanuman	91.00	5005.00	Licensable	ST

	Lane Market,				
46	Stall No-10 New Central Market, Shankar Market	97.00	6790.00	Licensable	SC
47	Shop N0-3 Bapu Dham Chanakya Puri	97.00	24250.00	Licensable	Unreserved
48	Shop No-1, CSC Tilak Lane	186.56	40110.00	Licensable	Unreserved
49	Shop No-44 Gole Market,	129.00	232560.00	Licensable	Unreserved
50	Shop No-23, CSC Market, Sarojini Nagar	52.00	3120.00	Licensable	Disabled
51	Shop No-5, Palika Niwas, Housing Complex Lodhi Raod ,	88.00	6160.00	Licensable	Unreserved
52	Shop No-10 New R.K.Ashram Marg,	78.00	5460.00	Licensable	Disabled

2. Further details in this regard are as under: -

1	Ernest Money Deposit EMD	Equivalent to 8 times of Reserve Price for a month against each unit separately
2	Mode of payment of EMD	Online/ details of bank account available at NIC's website, the URL of which is given in para 4 below
3	Last date and time for submission for EMD	Date 13.08.2019 upto 03:00 pm
4	The details of the documents to be uploaded by the bidders at the time of registration: <ul style="list-style-type: none"> <li>Details of the EMD along with the details of the property against which the EMD has to be deposited</li> <li>PAN/ GST No.</li> <li>Last three financial years income tax returns</li> <li>Valid document/ certificate from the competent authority establishing the category of the applicant, in case applying under reserve category.</li> </ul>	
5	DSC	The bidder is mandatorily required to have a class III DSC to participate in the e-auctioning process.
6	Last date, time and place for submission of copies of PAN Card/ GST, along with the return for the last three years, documents of reserved category	Date: 13.08.2019 upto 03:00 pm Sealed box in the office of Accounts Officer, Estate-I, Room no. 5010, 5 <sup>th</sup> Floor, Palika Kendra, Sansad Marg, New Delhi
7	Date, time and place for training by NDMC to participants who submit EMD and found eligible.	Date 19.08.2019 from 02:00 pm onwards Convention Centre, NDCC-II, Sansad Marg, New Delhi
8	Forward e-auction on NIC website	From 26.08.2019 to 05.09.2019 as per schedule

		available on NDMC's website and on web portal of NIC
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3. The participants can participate in the e-auction after registering themselves on NIC electronic auction system, web portal <https://eauction.gov.in> where the tabs for 'help for contractor', 'information about DSC'. FAQ' are also available.

4. The schedule terms & conditions, draft licence deed and further **Relevant Details** regarding e-auctioning of licensing rights of above office spaces/ shops/ kiosks/ cafeteria etc. are available at NIC website <https://eauction.gov.in> and also on NDMC website URL:- [www.ndmc.gov.in](http://www.ndmc.gov.in).

**Note:**

The covered area given at Sr No. 49 i.e. for Shop No-44, Gole Market may be read as 1292 sq ft.

In newspaper advertisement, electronic tendering may be read as electronic auction.

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Director (Estate-I)



**DETAILS OF UNITS AND TIME SLOT FOR ONLINE E-AUCTION**

SI No	Property Description and Address	Approximate Covered area (Sq. Ft.)	Reserve Price (Rs./month)	Date of e-auction	Time slot for e-auction	Reservation Category
1.	Shop No. M-18	195.00	21,450	26.08.2019	09:00am to 9:30 am	Unreserved
2.	Shop No. M-31	195.00	21,450	26.08.2019	10:30am to 11:00am	Unreserved
3.	Shop No. M-42	195.00	21,450	26.08.2019	12:00 noon to 12:30pm.	Unreserved
4.	Shop No. M-52	199.49	21,944	26.08.2019	01:30pm to 2:00 pm	Unreserved
5.	Shop No. M-08	95.00	11,400	26.08.2019	03:00pm to 3:30pm	Disabled
6	Office Space in 2 <sup>nd</sup> floor	1,908.00	1,90,800	26.08.2019	04:30pm to 5:00pm	Unreserved
7	Shop No. UG-19	78.00	5,850	27.08.2019	09:00am to 9:30 am	Unreserved
8	Shop No. LG-57	54.27	2,443	27.08.2019	10:30am to 11:00am	SC
9	Office Space 2 <sup>nd</sup> floor No. 35	517.77	31,067	27.08.2019	12:00 noon to 12:30pm.	Unreserved
10	Office Space 2 <sup>nd</sup> floor No. 39	517.77	31,067	27.08.2019	01:30pm to 2:00 pm	Unreserved
11	Office Space, 2 <sup>nd</sup> Floor No. 40	517.77	31,067	27.08.2019	03:00pm to 3:30pm	Unreserved
12	Shop No. UG-40	25.61	1,025	27.08.2019	04:30pm to 5:00pm	Unreserved
13	Shop No. 1C	98.00	44,100.00	28.08.2019	09:00am to 9:30 am	ST
14	Shop No. 1 A	94.00	42,300.00	28.08.2019	10:30am to 11:00am	SC
15	Shop No. 16B	61.00	27450.00	28.08.2019	12:00 noon to 12:30pm.	Ex-Serviceman
16	Shop No. 4	128.00	19,200	28.08.2019	01:30pm to 2:00 pm	Unreserved
17	Kiosk/ Cafeteria 01 in Palika Bazar Plaza	131.86	18,131	28.08.2019	03:00pm to 3:30pm	Unreserved
18	Kiosk/ Cafeteria 02 in Palika Bazar Plaza	131.86	18,131	28.08.2019	04:30pm to 5:00pm	Unreserved
19	Kiosk/ Cafeteria in BRICS Rose Garden	345.20	22438	29.08.2019	09:00am to 9:30 am	ST
20	Kiosk/ Cafeteria in IAF Rose Garden	341.86	22221	29.08.2019	10:30am to 11:00am	SC
21	Kiosk/Cafeteria in PSIO Club	1479.28	184910	29.08.2019	12:00 noon to 12:30pm.	Unreserved
22	Kiosk/ Cafeteria in Yashwant Place	102.80	30839	29.08.2019	01:30pm to 2:00 pm	Unreserved

23	Shop No.243, Palika Bazaar	298.00	65560.00	29.08.2019	03:00pm to 3:30pm	Unreserved
24	Shop No.135 Palika Bazaar	149.00	32408.00	29.08.2019	04:30pm to 5:00pm	Deleted in view of stay granted by Hon'ble Court
25	Shop No.189 Palika Bazaar	253.00	54395.00	30.08.2019	09:00am to 9:30 am	Ex-serviceman etc.
26	Kiosk No-K-11, Palika Parking	103.00	17253.00	30.08.2019	10:30am to 11:00am	Unreserved
27	Shop No-6, Palika Parking	142.46	27067.00	30.08.2019	12:00 noon to 12:30pm.	Unreserved
28	Shop No-15 Palika Parking	128.00	24320.00	30.08.2019	01:30pm to 2:00 pm	SC
29.	Shop No-11 Palika Parking	145.00	27550.00	30.08.2019	03:00pm to 3:30pm	SC
30.	Space at Palika Parking (earlier occupied by Bhagat Video)	420.00	50400.00	30.08.2019	04:30pm to 5:00pm	Unreserved
31	Space at Palika Parking (earlier occupied by Bindal Apparels)	6747.17	1147019.00	02.09.2019	09:00am to 9:30 am	Unreserved
32.	Shop No-27 at Still Floor Yashwant Place	324.00	64800.00	02.09.2019	10:30am to 11:00am	Unreserved
33	Shop No-61 Yashwant Place	656.14	123026.00	02.09.2019	12:00noon to 12:30pm.	SC
34	Shop No-105 Yashwant Place	365.33	73066.00	02.09.2019	01:30pm to 2:00 pm	Unreserved
35	Shop No-2 Shivaji Stadium	342.00	29925.00	02.09.2019	03:00pm to 3:30pm	Unreserved
36	Shop No-3 Shivaji Stadium	551.00	48213.00	02.09.2019	04:30pm to 5:00pm	Unreserved
37	Shop No-4 Shivaji Stadium	627.00	54863.00	03.09.2019	09:00am to 9:30 am	Unreserved
38	ATM Site at NDCC-II, Jai Singh Raod,	203.67	40734.00	03.09.2019	10:30am to 11:00am	SC
39	ATM Site at Laxmi Bai Nagar Market	136.00	31280.00	03.09.2019	12:00noon to 12:30pm.	SC
40	ATM Site at Suvridha Market Netaji Nagar	80.00	14800.00	03.09.2019	01:30pm to 2:00 pm	Unreserved
41	ATM Site at	80.00	18000.00	03.09.2019	03:00pm to	Unreserved

	Kaka Nagar Market				3:30pm	
42	ATM Site at R.K.Ashram Lane, DIZ Area, Gole Market	80.00	19200.00	03.09.2019	04:30pm to 5:00pm	Unreserved
43	Stall No-43 Baird Lane, Gole Market,	159.52	23130.00	04.09.2019	09:00am to 9:30 am	Unreserved
44	Shop No-1, Mohan Singh Place, Connaught Place	140.00	15400.00	04.09.2019	10:30am to 11:00am	Unreserved
45	Stall No-8 Hanuman Lane Market,	91.00	5005.00	04.09.2019	12:00noon to 12:30pm.	ST
46	Stall No-10 New Central Market, Shankar Market	97.00	6790.00	04.09.2019	01:30pm to 2:00 pm	SC
47	Shop NO-3 Bapu Dham Chanakya Puri	97.00	24250.00	04.09.2019	03:00pm to 3:30pm	Unreserved
48	Shop No-1, CSC Tilak Lane	186.56	40110.00	04.09.2019	04:30pm to 5:00pm	Unreserved
49	Shop No-44 Gole Market,	1292.00	232560.00	05.09.2019	09:00am to 9:30 am	Unreserved
50	Shop No-23, CSC Market, Sarojini Nagar	52.00	3120.00	05.09.2019	10:30am to 11:00am	Disabled
51	Shop No-5, Palika Niwas, Housing Complex Lodhi Raod ,	88.00	6160.00	05.09.2019	12:00 noon to 12:30pm.	Unreserved
52	Shop No-10 New R.K. Ashram Marg,	78.00	5460.00	05.09.2019	01:30pm to 2:00 pm	Disabled

**Note:- For Property at Sl. No. 17 to 22 (the reserve price does not consider the open paved area and the green area. The reserve price for the Kiosks/Cafeteria (S.No.17 to 22) is only for the covered and lockable space. In case NDMC offers some open space to be used for seating alongwith these kiosks/cafeteria. The licence fee for the open space will be @ 20% of the rate i.e. payable for the covered space for Kiosks/Cafeterias located in Palika Bazar Plaza, IAF Rose Garden & BRICKS Rose Garden.**

**For the Kiosks/Cafeterias located in Yashwant Place. the licence fee for the open space will be @ 25% of the rate i.e. payable for the covered space.**

**ALLOCATION OF DYNAMIC BENEFICIARY ACCOUNT NUMBERS FOR AUCTION OF SHOPS ETC.**

<b>SL. No.</b>	<b>DYNAMIC A/C NO.</b>	<b>LOCATION</b>
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	03510832811	Office Space in 2nd floor PALIKA BHAWAN, R. K. PURAM
7	03510832812	Shop No. UG-19 PALIKA PLACE, R. K. ASHRAM MARG
8	03510832813	Shop No. LG-57 PALIKA PLACE, R. K. ASHRAM MARG
9	03510832814	Office Space 2nd floor No. 35 PALIKA PLACE, R. K. ASHRAM MARG
10	03510832815	Office Space 2nd floor No. 39 PALIKA PLACE, R. K. ASHRAM MARG
11	03510832816	Office Space, 2nd Floor No. 40 PALIKA PLACE, R. K. ASHRAM MARG
12	03510832817	Shop No. UG-40 PALIKA PLACE, R. K. ASHRAM MARG
13	03510832818	Shop No. 1C AIIMS SUBWAY
14	03510832820	Shop No. 1 A AIIMS SUBWAY
15	03510832822	Shop No. 16B AIIMS SUBWAY
16	03510832827	Shop No. 4 NORTH WEST MOTI BAGH
17	03510832828	Kiosk/ Cafeteria 01 in Palika Bazar Plaza
18	03510832829	Kiosk/ Cafeteria 02 in Palika Bazar Plaza
19	03510832830	Kiosk/ Cafeteria in BRICS Rose Garden
20	03510832831	Kiosk/ Cafeteria in IAF Rose Garden
21	03510832832	Kiosk/Cafeteria in PSIO Club
22	03510832833	Kiosk/ Cafeteria in Yashwant Place
23	03510832834	Shop No.243, Palika Bazaar
24	03510832835	Shop No.135 Palika Bazaar

25	03510832836	Shop No.189 Palika Bazaar
26	03510832837	Kiosk No-K-11, Palika Parking
27	03510832838	Shop No-6, Palika Parking
28	03510832839	Shop No-15 Palika Parking
29	03510832840	Shop No-11 Palika Parking
30	03510832841	Space at Palika Parking (earlier occupied by Bhagat Video)
31	03510832842	Space at Palika Parking (earlier occupied by Bindal Apparels
32	03510832843	Shop No-27 at Still Floor Yashwant Place
33	03510832844	Shop No-61 Yashwant Place
34	03510832845	Shop No-105 Yashwant Place
35	03510832846	Shop No-2 Shivaji Stadium
36	03510832847	Shop No-3 Shivaji Stadium
37	03510832848	Shop No-4 Shivaji Stadium
38	03510832849	ATM Site at NDCC-II, Jai Singh Raod,
39	03510832850	ATM Site at Laxmi Bai Nagar Market
40	03510832851	ATM Site at Suvidha Market Netaji Nagar
41	03510832852	ATM Site at Kaka Nagar Market
42	03510832853	ATM Site at R.K.Ashram Lane, DIZ Area, Gole Market
43	03510832854	Stall No-43 Baird Lane, Gole Market,
44	03510832855	Shop No-1, Mohan Singh Place, Connaught Place
45	03510832856	Stall No-8 Hanuman Lane Market,
46	03510832857	Stall No-10 New Central Market, Shankar Market
47	03510832858	Shop N0-3 Bapu Dham Chanakya Puri
48	03510832859	Shop No-1, CSC Tilak Lane
49	03510832860	Shop No-44 Gole Market,
50	03510832861	Shop No-23, CSC Market, Sarojini Nagar
51	03510832862	Shop No-5, Palika Niwas, Housing Complex Lodhi Raod
52	03510832863	Shop No-10 New R.K.Ashram

The EMD shall be deposit in respective dynamic account number as mentioned against each unit.

Other bank details remains same as given in terms and conditions.



Terms and Conditions

- i. The public premises will be licensed for ten (10) years from the date of commencement of licence 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) reserves 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 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 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:

Bank Name	Axis Bank
Account Number	03510832802
Beneficiary Name	New Delhi Municipal Council
IFSC Code	UTIB0CCH274
Branch	Centralized Collection Hub

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 one participant



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 *vold-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 IV) 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 10<sup>th</sup> 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-III
- 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 - IV
- xxiv. Reservation of public premises for SC, ST and PH categories will be as per the policy approved by Council - ANNEXURE-V



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

No. D-1043/SO(Estate-I)/2016

Dated: 16.8.2016

**Circular**

**Subject: Policy on licences of NDMC's shops, kiosks, pan tharas and issues related thereto.**

The need for laying down a simple and transparent policy on grant and renewal of licence, transfer of licence, change of trade etc. and other issues in respect of shops kiosks, pan tharas have been under consideration of the New Delhi Municipal Council (NDMC) for some time.

2.1 Accordingly a Sub-committee under section 9 of the NDMC Act, 1994 was constituted by the Council vide its Resolution No. 18(L-08) dated 15.12.2015 for the purpose with (i) Chairman, NDMC, (ii) Vice Chairman, NDMC (iii) Hon'ble Member of Parliament (Lok Sabha-New Delhi constituency); and (iv) three nominated Members of the Council, as Members to examine all issues involving general conditions for licensees, change of trade, renewal of licence, transfer on partnership/legal heir basis, clubbing of units, loft & mezzanine floor, damages on cancellation non-renewal of licence, etc. in the background of past and extant practices as well as resolutions of the Council on the subject. Secretary, NDMC was convener and Financial Advisor, NDMC was a co-opted Member of the Sub-Committee. A copy of the order on the constitution of the said Sub-Committee is at Annexure-I.

2.2 During the course of deliberations, the Sub-Committee consulted market associations of NDMC markets well as Estate Department of NDMC dealing with the subject matter, and examined their comments in the light of past and present policies and unresolved issues pending since long with aim of simplifying and streamlining the processes and procedures for management of NDMC shops, kiosks and Pan Tharas and their licensing. After carefully examining all aspects of unresolved issues of



licensing of shops, Kiosks and Pan Tharas and other related issues thereto mentioned in the foregoing para, the Sub-Committee submitted its report containing recommendations to the Council for consideration. After careful consideration and approval of recommendations of the Sub-Committee, was approved by the Council, the following policy takes effect as decided/approved by the Council in its meeting held on 27.6.2016 vide Resolution No. 31(L-08) with immediate effect.

3. Renewal of licence:

- (i) All case pending before date of issuing the Circular i.e. 16.8.2016 shall be governed as per the Council's resolutions applicable as on that date.
- (ii) Wherein license deed have not been executed since 1960-70's, in such cases the renewal can be considered in respect of cases where licence deed was not executed provided the occupant is legal heir or licence was transferred to him on legal heir basis. In case, the occupant is other than self / legal heir, the Director Estate shall get the premises vacated under the provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (PP Act, 1971).
- (iii) From date of issuing the Circular i.e. 16.8.2016 onwards all the markets shall be categorized into the following two categories viz. Category 'A' and category 'B'. List of category 'A' units is at Annexure II. All markets other than category 'A' units will be treated as category 'B' units. All kiosks / stalls (any commercial premises on the right of way is a kiosk/stall) will be treated as category 'C' units. All pan-tharas shall be treated as category 'D' units.
- (iv) Units under Category 'A', 'B', 'C' and 'D' shall be renewed for a period of ten years at a time.
- (v) Licence fee will be enhanced by 10% biennially for category 'A' units, 9% biennially for 'B' category units, 8% biennially for category 'C' units and 5% biennially for category 'D' unit. Existing Estate Policy covering the enhancements will continue in case of commercial spaces, office spaces, residential cum office flats, office restaurants, hotels, cinemas, licensable trade premises and all other premises not covered under category A, B, C, D.
- (vi) A four-member Standing Committee consisting of Secretary, Financial Advisor, Director Estate and one member amongst the nominated members of the Council mentioned in section 4(1)(d) of the NDMC Act 1994 (to be nominated by the Council) is to be constituted to recommend to the Council freezing any increase/enhancement in licence fee of a premises/market with effect from such date as may be specified and for a certain period of time,



considering the open market conditions. Such Committee may recommend to the Council de-freezing w.r.t. any premises/market any time before the end of freezing period. The Council shall take a decision on the recommendations of the Committee for freezing/de-freezing any increase/enhancement in licence fee.

- (vii) Any unit getting vacated on or after 27<sup>th</sup> July, 2016 shall be allotted through e-auction only. Reserve price shall be provided by an independent professional agency, which shall be empanelled by the NDMC from time-to-time through open tender process.
- (viii) List of all vacant category A, B, C, D premises, alongwith reserve price by the empanelled agency, shall be prepared on quarterly basis by the Estate Department. Such premises may be e-auctioned on a price not less than the reserve price. The Chairperson may allot such premises to successful applicant identified through e-auction process.
- (ix) Cases, wherein the licence holder has died and has nominated any other person or organization for using whole of such premises only for purposes such as literature, science, art and social service, without any commercial usage, in such cases the application for renewal of licence, alongwith an undertaking by the applicant to not use such premises for any commercial purpose, may be considered on case to case basis. If at any time, it is found that such premises is used for commercial usage, then licence of such premises will stand terminated after giving a notice of 21 days to such licence holder by Director (Estate).
- (x) Time waiver amnesty to file the applications for renewal, if not filed so far, is provided to allow applicants for filing applications within a period of 60 days from the date of issuing the Circular i.e. 16.8.2016.
- (xi) With respect to waiver on penal interest, the following rebate is provided on the penal interest to the occupants of such premises on full payment of all arrears:
  - (a) In case of markets categorized under category 'A' and 'B':
    - (i) Occupant, who pay all arrears within 15 days from the date of issue of demand will get 15% rebate in penal interest.
    - (ii) Occupant, who pay all arrears within 30 days from the date issue of demand will get 10% rebate in penal interest.



- (b) In case of category 'C' premises, 50% waiver on penal interest may be given to the occupants who pay all arrear within 30 days from the date of issue of demand.
- (c) In case of category 'D' premises, 100% waiver on penal interest may be given to the occupants who pay all arrear within 30 days from the date of issue of demand.

4. Change of Trade:

- (i) All pending cases shall be dealt as per this decision of the Council:
- (ii) No trade in the negative list shall be permitted. Negative list for each market to be notified within one month from the date of this circular viz. 16<sup>th</sup> August 2016.
- (iii) For (a) change from 'licence trade' to 'non-licence trade which is not in the negative list', or (b) change from 'non-licence trade' to 'non-licence trade which is not in the negative list', or (c) grouping of non-licence trades which are not in the negative list, permission from NDMC will not be required, and an intimation, without any fee / Increase in licence fee, to the Director Estate, NDMC shall be sufficient for the same.
- (iv) Change of trade from (a) 'non-licence Trade' to 'Licence Trade'; or (b) 'licence trade' to 'licence trade', may be allowed subject to the following conditions:
  - (a) No Objection Certificate (NOC) shall be obtained from Health, Water, Sewerage, and Electricity Departments. If a decision on application for such NOC is not taken and uploaded on the website of the NDMC within a period of 30 days from the date of receipt of such application in the NDMC, such application for NOC will be deemed approved. In case of deemed approval of such application, Head of the Department will be held responsible for such delay or any eventuality arising out of such deemed approval;
  - (b) Prior permission of NDMC shall be obtained; and
  - (c) Enhancement in the licence fee by 50%.
- (v) Where licence/permission/NOC is required under any prevailing statute, the same may permitted only after licence/permission/NOC is obtained and additionally NDMC's permission is taken on availability of space and safety factors.
- (vi) Licence fee once increased shall not be decreased on account of reversion to the trade of pre-increased licence fee.



5. **Transfer of licence on legal heir basis:**

- (i) All cases before the date of issuing this circular i.e. 16.8.2016 shall be governed as per the Council's resolutions applicable as on that date.
- (ii) Legal heir(s) shall mean son; daughter; widow; mother; son of a predeceased son; son of a predeceased daughter; daughter of a predeceased daughter; widow of a predeceased son; son of predeceased son of a predeceased son; daughter of a predeceased, son of predeceased son; son of a predeceased daughter of a predeceased daughter; daughter of a predeceased daughter of a predeceased daughter; daughter of a predeceased son of a predeceased daughter; daughter of a predeceased daughter of a predeceased son, of the person whose name is mentioned in the latest licence deed.
- (iii) NDMC is not obliged to permit continuation of allotment after death of the allottee. The licence stands cancelled on the death of the licensee. In continuation of past practices, the Council may continue to give a licence to the legal heirs on humanitarian grounds, without enhancement in licence fee, for period not exceeding remaining period of the licence held by the deceased, subject to the condition that all other legal heirs submit a NOC in favour of the legal heir(s) whose name is to be added in the licence.
- (iv) If there is dispute in the family, unless they settle the dispute amicably, the licence cannot continue and the premises has to be got evicted. In respect of cases pending in the department for transfer on legal heirs basis, wherever there are disputes, the legal heirs be given a change to settle the dispute and inform accordingly to the Director Estate NDMC in writing within 90 days from the date of issuing this circular i.e. 16.8.2016.
- (v) If dispute is not settled, the licence will be automatically cancelled, and Director Estate shall initiate the necessary action in terms of PP Act, 1971.
- (vi) Partnership with legal heir(s) will be allowed with prior approval of NDMC, without enhancement of license fee, subject to the condition that all other legal heirs submit a NOC in favour of the legal heir(s) whose name is to be added in the licence.
- (i) Deletion of name of legal heir is allowed without any cost with prior approval of NDMC, subject to NOC from all other holders of that licence.

6. **Transfer of licence on Partnership basis:**

- (i) All cases before the date of issuing this circular i.e. 16.8.2016 shall be governed as per the Council's resolutions application as on that date.



- (ii) **For prospective cases of transfer:** Prior permission of the NDMC is made mandatory in terms of the modified clause no. 9 of the standard Licence Deed before entering into partnership or to allow any person to use the shop in any manner during the valid term of licence subject to enhancement of the existing licence fee by 50%. In default of such prior permission, the licensee/occupant shall be liable for eviction and ejection being unauthorized occupant besides forfeiture of the security deposit and damage charges.
- (iii) **For pending cases of transfer:** Partnership entered before the date of issuing this circular i.e. 16.8.2016, NDMC will entertain such cases, irrespective of whether the same was done during the valid term of licence or after expiry of the licence, as an exceptional case. If the occupant now seeks the permission of the NDMC at this belated stage, such transfer cases shall be regularized after forfeiting the earlier security deposit by the licensee and subject to enhancement of the licence fee by such percentage as per the respective Council's resolutions applicable as on that date for each such transfer and completion of other required formalities like deposit of fresh security deposit, etc.
- (iv) In cases, wherein the licence holder has died and has nominated any other person or organization for using whole of such premises only for purposes such as literature, science, art and social service, without any commercial usage, in such cases the application for transfer of licence, alongwith an undertaking by the applicant to not use such premises for any commercial purpose, may be considered on case to case basis, subject to enhancement of the licence fee by 50%. In case of date of such transfer is before the date of issuing this circular i.e. 16.8.2016, enhancement of the licence fee will be by such percentage as per the respective Council's resolutions applicable as on that date for each such transfer. If at any time, it is found that such premises is used for commercial usage, then licence of such premises will stand terminated after giving a notice of 21 days to such licence holder by Director (Estate).
- (v) Transfers are freely allowed (except in case of premises granted under special considerations such as SC/ST/OBC/Physically challenged etc.) in the above manner only.
- (vi) In case of date of entry of partnership on or after issuing of this circular i.e. 16.8.2016, there will be 30% enhancement in the licence fee. In case of date of entry of partnership before 16<sup>th</sup> August, 2016 enhancement of the licence fee will be by such percentage as per the respective Council's resolutions applicable as on that date for each such partnership.
- (vii) If the status of the individual licensee is converted into the Private Limited Companies, the same shall be permissible subject to enhancement in the



existing licence fee by 50%. The existing/proposed private limited companies/companies seeking transfer shall have to submit annual declaration indicating change in equity holding pattern, if any. Whenever, there is change in equity holding pattern of more than 25%, the licence fee of such company shall be enhanced by 50% w.e.f. the date of change of such equity holding pattern.

- (viii) Any issue/point not covered under the above policy shall be decided by the Chairman on merits, while keeping the overall spirit of this policy.
- (ix) Deletion of name of partner is allowed without any cost with prior approval of NDMC, subject to NOC from all other holders of that licence.
- (x) Cases involving multiple transfer are to be dealt in accordance with the above proposals.

7. **Clubbing of Units:**

- (i) All cases before issuing this circular i.e. 16.8.2016 shall be governed as per the Council's resolutions application as on that date.
- (ii) Clubbing of stalls and kiosks would not be allowed. Any commercial premise on the right of way is a stall/kiosk.
- (iii) Clubbing of two or more adjoining units (i.e. shops in markets) be allowed subject to the condition that:
  - (a) Technical feasibility and structural safety allows the same;
  - (b) Licence fee of each unit involved in the clubbing shall be enhanced by 30%;
  - (c) Prior permission from NDMC is obtained;
  - (d) Date of expiry of the clubbed unit shall be the date of expiry of unit, whose licence period will expire first;
  - (e) The original shape/structure of the units shall be restore in case clubbing is undone;
  - (f) If a unit involved in such clubbing is given under special considerations such as member of specific group, then such characteristic shall be maintained on such clubbing.
  - (g) A joint license deed shall be executed with licensees, whose units are involved in such clubbing.

8. **Subletting:**

- (i) All cases before issuing this circular i.e. 16.8.2016 shall be governed as per the Council's resolutions applicable as on that date.



(ii) No sub-letting shall be allowed except in the following case:

- (a) In exceptional circumstance, wherein the licensee expires at age when his family does not have any major legal heir (i.e. on or above 18 years of age) except his wife, then (i) the wife of the licensee, or (ii) in case of death of wife of the licensee – all legal heirs of the licensee, may apply for permission to a three-member Committee of Dir(Estate), Municipal Officer Health and Chief Architect for sub-letting the shop; and
- (b) The Chairperson, on case-to-case basis, considering the recommendation of the Committee, may allow the same on payment of one-time fee [Rs. 50 per sq. ft. for open area and Rs. 200 per sq. ft. for other than open area (this fee is to be revised every five years)] for two years at a time, in addition to licence fee/other applicable dues; and
- (c) If required, the person(s) mentioned above may apply for extension of such permission atleast 90 days before expiry of such approved period following the procedure mentioned above; and
- (d) This sub-clause does not give any right to anyone to sublet the NDMC's premises, and can be done only after prior approval of Chairperson in exceptional circumstances as mentioned herein.

9. Damages on Cancellation and revocation of cancellation of licence

- (i) All cases before issuing this circular i.e. 16.8.2016 shall be treated as per the Council's resolutions applicable as on that date.
- (ii) From 16<sup>th</sup> August, 2016 on cancellation of the licence, the damages may be charged at 130% of the last applicable licence fee. The damage charges shall increase at compounding rate of 10% annually. These charges shall continue, so long, as the cancellation of licence continue. If cancellation order is withdrawn / quashed, the damages may be reduced only from the date or order withdrawal / quashing of the order of cancellation, and the charges already collected may not be refunded or adjusted.

10. Interest rate on delayed or non-payment

- (i) All cases before issuing this circular i.e. 16.8.2016 shall be governed as per the Council's resolutions applicable as on that date.
- (ii) Interests on default payments are charged to discourage any late payment, and to protect the interests of the NDMC. Therefore, from 27<sup>th</sup> June, 2016, interests may be charged at the rate of 1.25% per month (i.e. 15% per



annum) from the 1<sup>st</sup> of succeeding month when the allottee fails to pay the licence fee.

11. **Sealing and de-sealing of premises:**

- (i) In case of violations of terms and conditions of the licence, the premises may be sealed by the NDMC officials with the prior approval of Director Estate or officers senior to Director Estate in hierarchy.
- (ii) During the period when the premises remains sealed, the licensee has to pay charges equal to Damages on Cancellation as mentioned in para 9 above. During the de-sealing period, the licensee has to pay licence fee, as applicable from time to time.
- (iii) On a request from the licensee, the premises, which has been sealed due to major violations, may be de-sealed for a period of one month for rectifying violations with the approval of Secretary, NDMC. In case, more than one-month de-sealing permission is required for rectifying violations, the same shall be done with the approval of Chairperson, NDMC. However, in any case, such de-sealing permission cannot be given for a period more than 3 months in a stretch.
- (iv) After rectifications of all violations and payment of all dues/arrears/fees etc. to the NDMC, the licensee may apply for de-sealing the shop. The Estate Department, within a period of 30 days, submit the request of the licensee with the Department's recommendation, including a site inspection report, to the Chairperson, NDMC for a decision in the matter. In case, no decision on such de-sealing application is taken and uploaded on the NDMC's website within a period of 30 days of receipt of such application in the NDMC, then in such case, such application for de-sealing of such premises will be deemed approved. In case of such deemed approval, Head of the Department will be held responsible for such delay or any eventuality arising out of such deemed approval. The licensee be allowed for normal activity of business as per the terms of the licence agreement.

12. **Mutual Exchange:**

- (i) All cases before issuing this circular i.e. 16.8.2016 shall be governed as per the Council's resolutions applicable as on that date.
- (ii) Mutual exchange will be allowed with prior approval of the NDMC subject to the condition that:
  - (a) Each licensee would take over all the responsibilities and liabilities due to NDMC;



- (b) All fees/dues/penalties etc. Pending against all licence holders involved in such exchange has been paid to the NDMC;
- (c) In case where a mutual exchange is within a market, permission by NDMC for such exchange may be considered by enhancing licence fee of units involved in such exchange by 10% each;
- (d) In case where mutual exchange is not within a market, permission by NDMC for such exchange may be considered by enhancing licence fee of units involved in such exchange by 50% each;
- (e) If there is any change in trade, etc., then policy for change in trade, etc. will also be applied.

13. **Security Deposit:**

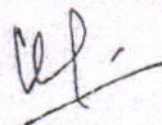
- (i) All cases before issuing this circular i.e. 16.8.2016 shall be governed as per the Council's resolutions applicable as on that date.
- (ii) The applicant shall deposit security deposit equal to eight months of licence fee with the NDMC before signing of the licence agreement, including at the time of renewal, transfer etc. In case of any default by the licence holder, such security deposit shall be adjusted against any dues, and security deposit shall be replenished within a period of 45 days, failing which the licence shall deemed to be suspended.

14. **Lofts and Mezzanine:**

- (i) All cases before issuing this circular i.e. 16.8.2016 shall be governed as per the Council's resolutions applicable as on that date.
- (ii) From the date of decision of the Council, permission for loft and mezzanine be considered wherein 'Unified Building Bye-laws for Delhi(as applicable from time to time) and 'Master Plan Delhi, 2021'(as applicable from time to time) permits the same, subject to technical feasibility, structural safety and other statutory clearance, as applicable.

15. **Other Conditions:**

- (i) For renewal of license OR change of trade of license (including cases of additional trades) OR transfer / partnership OR subletting of license OR any combination of them as mentioned in paras 3 to 14 above, which took place before date of issuing this circular i.e. 16.8.2016 .
- (ii) As an amnesty measure, all defaulters may be given a period of 60 days, for filing application as per the procedure, from 16<sup>th</sup> August, 2016.





- (iii) The applicant filing such application may make payment at the time of filing of application or even earlier, which is subject to the verification by Accounts Department of NDMC in due course of time.
- (iv) The applicant shall pay all the dues, including fees, arrears, charges, penalties etc. within a period of six months from the date of filing of his application.
- (v) The events shall be dealt in chronological order. For example:
  - (a) A licence given on 01.01.2001 for 10 years is due to expire on 31.12.2010;
  - (b) The licence holder has (I) changed trade on 01.01.2005, (II) entered into partnership on 01.01.2006, (III) applied for renewal on time but no renewal granted, or applied for renewal after the prescribed time but before the expiry of 60 days from the date of issuance of minutes of this decision of the Council, (IV) entered into further partnership on 01.02.2011 after expiry of licence period, (V) further changed trade of the premises under consideration on 01.03.2013; where all these actions have been done without taking approval in writing from the NDMC.
  - (c) Then these events shall be dealt in chronological order viz. (I), (II), (III), (IV) and then (V) w.e.f. from the date of occurrence of such events for the purpose of levying charges, penalty, fees or any other action to be taken accordingly.
  - (d) It is to be clarified herein that any case for trade change, partnership etc. will be entertained when there is a valid licence on date of such event. Renewal for such period shall be done first, followed by action on such application for trade change, partnership etc. during that period.
  - (e) No application shall be considered under this regularization for past events after 60 days from 16<sup>th</sup> August, 2016.
  - (f) No application under this policy decision shall be considered in cases where the NDMC has already terminated / cancelled the license deed.
  - (g) This policy may be used for resolving court matters.
- (vi) A copy of the decision of the Council (both in English and in Hindi) shall be provided / pasted / posted on each of the said NDMC's premises, which are covered under this Policy, by 31<sup>st</sup> August, 2016. A copy of the Council's resolution shall also be uploaded on the NDMC's website. This copy of resolution shall be treated as notice from the NDMC to the occupants of NDMC's premises.

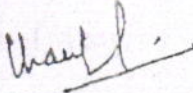


- VII) Any application for events (expiry of licence, trade change, transfer / partnership etc.) to be due on or after 16<sup>th</sup> August, 2016 shall be dealt as per policy laid down herein.
- (VIII) Maximum six number of instalments shall be permitted by the Chairperson (one upfront payment followed by five continuous monthly instalments) for making payments of due amount, including fees, arrears, charges, penalties etc.
- (IX) For the purpose of decisions to be taken in accordance with this policy, Chairperson shall be the Competent Authority. The Chairperson may delegate such power to the officer(s) of NDMC on case-to-case basis or for a group of cases. (Annexure-III)
- (X) If any point is not specifically mentioned herein or if any clarity is required in respect to this policy, Chairperson shall decide it, in light and spirit of this policy decision. The Council shall be apprised about all such matter not later than 90 days of such decision.
- (XI) Succession of licence should not permitted as a matter of right, and the ownership right over the premises will always remain with NDMC.
- (XII) All the applications pending with NDMC on 16<sup>th</sup> August, 2016 shall be dealt as per the provisions of this Estate policy, on receiving requisite information / documents as mentioned in procedure (to be provided by Estate Department) from the applicant within a period of 60 days from 16<sup>th</sup> August, 2016, failing which the pending applications shall be deemed rejected being incomplete ones.
- (XIII) Licence fee once increased / enhanced shall not be decreased on account of reversion to the trade etc. of pre-increased / enhanced licence fee.
- XIV) Procedure may be simplified by adopting self-declarations by the applicants.
- (XV) NDMC's premises granted under special considerations, such as SC/ST/PH/War-Widows/Ex-serviceman, should not be regularized/transferred in the name of General Category persons in case of all category 'A', 'B', 'C' and 'D' premises. Such premises shall only be regularized/transferred in the name of person fulfilling conditions for such special considerations, except in the cases of grant of premises through e-auction wherein such premises may be granted to the successful applicant selected through e-auction.
- (XVI) All Council Resolutions that have been reflected in the Council decision dated 27.6.2016 (Annexure-IV) shall remain modified to the extent as approved by the Council. Other valid and live Resolutions which were not expressly



brought before the Council shall remain valid to the extent of their modifications by the Council decision dated 27.6.2016.

16. Issues which are not covered in this Circular, shall continue to be governed by the Council's resolution in that regard, that is the earlier resolutions of the Council will remain valid, however they will stand modified to the extent of changes mentioned in Para 3 to 15 above.
17. It is reiterated that the above changes will be applicable only for the premises [markets, stalls, kiosks and tharas (pan-tharas)] mentioned under category A, B, C and D. Premises (including hotels, tourist lodges, stand-alone restaurants) other than 'premises under category A, B, C and D' would continue to be regulated under the respective resolutions of the Council.
18. This issues with the approval of the Competent Authority.

  
( CHANCHAL YADAV )  
Secretary, NDMC

Encl: As above

1. Director(Estate-I) and other Directors in NDMC
2. Financial Advisor
3. Chief Vigilance Officer
4. Jt. Director(Estate-I)
5. A.O.(Estate-I)
6. All Market Associations
7. Notice Boards
8. To all concerned

Copy also to:

1. PS to Chairperson
2. PS to Secretary
- ✓ 3. Jt. Director(IT) – with a request to upload this circular on the website of NDMC.



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

CHAPTER: I

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



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).



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:



- (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.



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.



### 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 10<sup>th</sup> 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,



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



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 10<sup>th</sup> 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



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 licensee 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.



- 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 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



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



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.



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



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.



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.



- 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.



- 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.



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.



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.



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.



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.



## 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.



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.



- 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.



- 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



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 10<sup>th</sup> 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



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.



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.



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.



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,  
3<sup>rd</sup> 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.



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)



### **Others Important Terms & Condition for e-Auction**

- I. The lapse time, interval will be of 5 minutes
- II. The interval time between the first bid and second bid allowed is one hour and the lapse time has been kept for 5 minutes.
- III. The bid auto extension time will be 5 minutes.
- IV. There is no any percentage as bidders are free to quote any amount.
- V. The incremental value for properties at serial number 5, 7, 8, 12, 45, 46, 50, 51 & 52 will be Rs. 500/- and for rest of the properties/ vacant units it will be Rs.5000/-.
- VI. The prospective participants will furnish PAN number/ GST number issued by Income Tax / Service Tax Department along with returns for the last three years. Hard copies of these documents shall be dropped by prospective participants in a sealed box to be kept in the Office of A.O. (Estate-I) at Room No. 5010, 5<sup>th</sup> Floor, Palika Kendra, New Delhi.
- VII. *“Introduction Note -  
Note: Each participant can participate in more than 1 auction, however, he cannot be a successful bidder for more than 1 unit. The e-auction for the remaining units will be conducted as per the schedule time slot announced. The beginning of the next slot of e-auction will not be stopped till the completion of the e-auction of the earlier slot. Each participant is eligible to participate for more than 1 unit or shall not participate in the next slot as per his own risk and cost while continuing to participate. For Ex: if X bidder is giving or participating in a particular slot for a particular shop; for example- Shop No. 1, the next bid will start as per the time slot announced. It is the choice of the participant whether to continue with participating in the e-auction of shop-1 or exit and start participate in the next slot for next shop e-auction.”*
- VIII. The EMD shall be deposit in respective dynamic account number as mentioned against each unit.
- IX. Other bank details remains same as given in terms and conditions.

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Director (Estate-I)