

MUNICIPAL CORPORATION, CHANDIGARH

PUBLIC NOTICE

Applications are invited from disabled persons for Licensing out of shop/kiosk No.4 at Japanese Garden, Sector-31, Chandigarh on monthly license fee basis @ Rs.2,000/- per month through draw of lots. The interested applicants may apply for license alongwith EMD of Rs.25,000/- in the shape of demand draft in favour of Commissioner, Municipal Corporation, Chandigarh from any schedule bank located at Chandigarh. The detailed application form and terms & conditions can be downloaded from the official website i.e. www.mcchandigarh.gov.in.

The last date for receipt of applications is 28.07.2016 upto **05:00** p.m in room No.215, 2nd floor, New Deluxe Building, Sector-17, Chandigarh. The application received after due date shall be rejected.

**Joint Commissioner-I,
Municipal Corporation,
Chandigarh**

**TERMS AND CONDITIONS FOR LICENSING OUT OF FOUR NUMBERS KIOSKS AT
JAPANESE GARDEN, SECTOR-31, CHANDIGARH TO DISABLED
PERSONS.**

1. Provision for governing Licence Deed:

The License shall be governed by the provisions of Capital of Punjab (Development and Regulation) Act, 1952 and the rules framed there under from time to time.

2. Earnest Money/Security Deposit

The interested applicants will have to deposit an earnest money of Rs.25,000/- in the shape of Demand draft drawn on any Scheduled Bank situated at Chandigarh in favour of Commissioner, Municipal Corporation, Chandigarh with the Municipal Corporation, Chandigarh, in order to become eligible for draw of lots. The EMD of successful applicants shall be converted into security deposit, which shall be released on expiry/termination of license on production of NDC from respective departments subject to clearance of outstanding dues. The EMD of the unsuccessful applicant shall be refunded within 15 days after draw of lots without any interest.

3. Method of Licensing

The 04 numbers Kiosks shall be given on monthly license fee basis to the disabled persons through draw lots @Rs.2000/- per month with 10% increase per annum on "***as is where is basis***".

4. Eligibility criteria for licensing :-

An unemployed person with disability of not less than 40% shall be eligible for grant of license if:-

- (i) The applicant should be bonafide resident of Chandigarh has continuously resided in Chandigarh for the last five years as on the appointed day for which he/she shall have to furnish sufficient proof,
- (ii) The applicant should have attained the age of 18 years on the last date for submission of application for which he/she shall have to furnish sufficient proof
- (iii) The applicant does not own any commercial site/building in his/her name or in the name of his/her spouse or any dependent family member anywhere in the India.
- (iv) the applicant possess a certificate with regard to his disability duly issued by the Competent Authority of Chandigarh Administration.
- (v) annual family income (income of spouse & dependent children residing with applicant) of the applicant does not exceed rupees one lakh and he is unemployed for which he/she shall have to furnish an affidavit duly attested by the Executive Magistrate, Chandigarh to this effect.

5. Criteria for Allotment

First preference shall be given to the applicants with disability of 80% or more followed by those with disability between 61% and 79% and thereafter, those with disability between 40% and 60% shall be considered. Meaning thereby the applications so received shall be categorized into three categories as under :-

- Category – 1 Disability 80% or more
- Category – 2 Disability between 61% and 79%
- Category – 3 disability between 40% and 60%

If sufficient numbers of applications are received in 1st category then only applications under this category shall be considered for draw of lots ignoring the applications of lower categories. If sufficient number of applications are not received in 1st category then only 2nd or 3rd category applications shall be considered for draw of lots after scrutiny of applications by the committee. If sufficient number of applications received upto 2nd category then 3rd category shall not be eligible for draw of lots.

6. Waiting list

The waiting list of two applicants as per above criteria shall be prepared and shall be valid for 3 months from the date of draw and the EMD of these applicants shall be refunded after 03 months if kiosks are not allotted to these applicants of waiting list.

7. Procedure for allocation:-

- (i) (a) The applicant shall submit only one application in response to the advertisement to the Joint Commissioner-I, Municipal Corporation, Chandigarh in Form “A” alongwith the affidavit in Form B appended herewith.
- (b) In case of persons with mental disability, the application can be made by a Family Member or by a Guardian duly appointed as such by the Court, Collector or Local Level Committee constituted for the U.T of Chandigarh, as the case may be
- (ii) Applications so received thereafter shall be screened by the following Screening Committee:-
 - a) Joint Commissioner, MCC Chairman
 - b) Chief Accounts Officer, MCC Member
 - c) Law Officer, MCC Member

- | | |
|---|--------------|
| d) Representative of Director Social Welfare Deptt. | Member |
| e) Section Officer, Estate, MCC | Member Secy. |

- (iii) After screening of the applications, the Screening committee shall prepare a list of eligible applicants displayed on the notice board of the office of Municipal Corporation, Chandigarh.
- (iv) If the number of successful applicants happens to be more than the number of available kiosks, the license shall be granted by draw of lots as per clause of criteria for allotment.
- (v) The Joint Commissioner-I, MCC shall thereafter, issue letter of license in Form 'D' appended herewith to the successful applicants.
- (vi) In the case of disabled married couples and in the event of finding both the spouses successful by the Screening Committee, a joint allocation of bare kiosks site/built up kiosks will be made in their favour.
- (vii) In case of persons with mental disability, the allocation shall be made jointly in the names of the mentally disabled person and the person who applied on his/her behalf, as the case may be.

8. License Agreement

The licensee shall execute an agreement in Form 'C' appended herewith within a period of 30 days from the date of issue of license letter or within the extended period as the Commissioner, MCC may prescribe.

The licensee shall bear and pay all expenses in respect of execution and registration of the License Agreement including the stamp duty and registration fee payable thereupon in accordance with law in force at the time of execution and registration.

A certified copy of the said deed shall be submitted by the licensee in this office within one month from the date of its registration. The stamp duty on this instrument and the cost of the registration (if necessary) shall be borne by the licensee.

9. Payment of license fee and consequences of its Non payment.

- i) The licensee shall be required to deposit monthly license fee of Rs.2000/- which shall be payable in advance on or before the 10th of the month in which it falls due.
- ii) In case of delay in payment of license fee, the licensee shall have to pay Rs.200/- per month as penalty from the date it became due till the date it is actually paid by the licensee.

- iii) In case of default of payment of the license fee along with penalty for three consecutive months, the license shall liable to be terminated.

10. Conditions of license:-

- (i) The licensee shall not sublet, assign or part with possession of the said Kiosks or any part thereof. The licensee shall not be entitled to execute GPA/SPA in favour of other person or enter into partnership with anyone after allotment of kiosks of license basis, which shall be construed as violation of terms & conditions.
- (ii) In the event of the death of the licensee the legal heirs will be entitled for fresh license for remaining period. However, the grant of license shall be at the sole discretion of the competent authority.
- (iii) The licensee shall not make any additions, alterations, amalgamation in the kiosks licensed to him/her.
- (iv) The expenditure on account of supply of electric connection shall be borne by the licensee and he/she pay electricity charges and other charges/taxes in accordance with the relevant Rules of Chandigarh Administration.
- (v) The licensee shall not keep or store empty packages cases or basket or goods or any other material on the road or projection of the land or in the open space around his/her site/kiosks.
- (vi) The licensee shall at all times keep and maintain the kiosks in a proper state of cleanliness to the satisfaction of the licensor.
- (vii) The competent authority or any other officer authorized by the Corporation shall at all reasonable times, enter in or upon any part of site/kiosks for the purpose of ascertaining as to whether the licensee has duly observed the conditions of license.
- (viii) The licensee shall abide by provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the rules framed there under from time to time and also the conditions as laid down in the license agreement in Form 'C' appended herewith.
- (ix) In the event of breach of any condition of license or non-payment of license fee, the Corporation may terminate the license.
- (x) The business of selling the permissible food items in the Kioskss shall be allowed from 7.00 AM to 10.00 P.M only.
- (xi) The kiosks shall be allowed to be used for sale of precooked food stuffs, juices, cold drinks and coffee/tea etc. The cooking will not be allowed,

however, Microwave to heat pre-cooked food products and tea/coffee shall be allowed. The trade of items other than eatable shall not be allowed.

11. Period of License Deed:

- (i) The License deed shall be initially for period of two years which can further be extended upto one year i.e. maximum total period of three years subject to the compliance of all the terms & conditions & timely payment of licensee fee as well as other taxes.
- (ii) The extension after two years will be granted subject to satisfactory performance and compliance of terms and conditions of allotment. The license fee will be increased by 10% of last payable license fee every year.
- (iii) The surrender of the site within 3 months from taking over the possession shall not be permissible. However, the Commissioner, Municipal Corporation may accept the surrender within 3 months in cogent reasons subject to forfeit of EMD of Rs.25,000/-. The licensee shall have to give 3 months notice in an advance after possession of kiosk for vacation. If the licensee vacate the kiosk after 3 month without notice of 3 months the license fee for the period which fall short of 3 months shall be adjusted / recoverable from advance license fees

12. Manner of payment of License Fee:

The Licensee shall deposit amount equal to six months license fee plus service tax as advance licence fee in the shape of DD/Banker's Cheque in favour of the Commissioner, Municipal Corporation Chandigarh within 07 days from the date of issue of allotment letter. The licence fee of first 3 months shall be adjusted for the first quarter out of 6 months advance licensee fee and thereafter, on commencement of 04th month the licensee shall pay monthly licence fee as determined without demand latest by 7th of each month failing which licensee shall be liable to penalty @ Rs.200/- per month for the delayed period. The balance 3 months advance licence fee shall be kept as advance against licence fee which shall be adjusted against last quarter of the licence fee payable for the respective year. The process of advance license fee shall be followed on year to year basis. The License fee shall be increased @ 10% on completion of each year. The increase shall be worked out on the license fee last paid/payable.

13. Possession:

The successful applicants shall remit the required payment within 15 days from the date of draw and shall taken possession within 15 days from the issue of allotment letter failing which he/she shall not be eligible for allotment of kiosks.

14. Non acceptance of allotment/possession:-

The EMD of successful applicant shall be forfeited in the event of non deposit of payment and non acceptance of allotment/possession within specified period.

15. Payment of Taxes/Fee/Charges:-

The Licencee shall be liable to pay all such fees or taxes or charges including Service Tax as may be levied by the Municipal Corporation Chandigarh, Chandigarh Administration, Central Excise Commissionerate or any Competent Authority in respect of the premises or nature of business undertaken under law and land as enacted or amended from time to time. The Licencee shall deposit the Service Tax alongwith monthly License Fee every month at the prevailing rates.

16. Payment of Electricity/Water charges:

The Licencee shall get at its own level the electricity/water meter installed duly tested by Electricity/Water Department after taking over possession of the licensed kiosks. He shall be liable to pay all the arrears arising thereto before vacating the kiosks on the expiry/termination of the License Deed of the said Kiosks and shall submit NDC to Municipal Corporation Chandigarh.

17. Obtaining of the Licenses/permissions etc.

It shall be the responsibility of the Licencee to obtain the requisite licenses/permissions for carrying out the business of selling of the permissible food products from the Food Health Authority, Chandigarh Administration and any other department office, Institution etc. The licencee shall be solely responsible for violation or infringement of any provision of any law, rules etc. in this regard.

18. Fire safety arrangements:

The licencee would be required to make necessary fire safety arrangement in the kiosk and also to install appropriate number of fire extinguishers in consultation with the Fire Officer in whose jurisdiction the area falls to ensure safety and security of the public, self and the kiosks/property.

19. Display of the Rate list

The licencee shall display the rate list of eatables at a place, where the same is visible to all visitors. The rates of items shall not be changed more than maximum retail price of product (MRP).

20. Maintenance of Hygiene/ Sanitation by the Licencee:

- (i) The Licencee shall keep the kiosks and its surroundings in a clean, hygienic condition and shall pay for the cost of any damage thereto or to adjacent premises, caused by negligence or misuse of premises. The licensee shall be liable for fine in the event of unhygienic/ insanitation.

- (ii) No obnoxious trade like Bidi, Cigarette, Pan Masala etc. shall be carried on at the premises. The licensee shall ensure strict 'NO SMOKING' and NO consumption of Liquor in or around the kiosks.

21. Inspection of the shop:

The Commissioner Municipal Corporation Chandigarh, may, through his authorized officers/employees, at all reasonable times and in a reasonable manner, and upon any part of the said kiosks for the purposes of ascertaining that the Licencee is duly observing the conditions of this Licence Deed. The licensor shall have full right, power and authority at all times to do through his officers or officials all acts and things which may be necessary or expedient for the purpose of enforcing compliance with the terms and conditions and reservations contained and to recover from the licensee the cost of doing any such act or thing.

22. Alteration/amalgamation/encroachment/defacement of building :

The Licencee shall not make any addition or alteration/defacement of any sort, in any part of the said kiosks. The Licencee is not entitled to sub-divide the kiosks or to amalgamate it with any other kiosks. The area in front of the said kiosks shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than a public passage or sitting.

23. Prohibition on pasting any bills, advertisement etc

The licensee shall not paste any advertisements, posters, notices, cutting etc. under any circumstances on the walls of the Kiosks.

24. Compensation on account of closure :

The Licencee shall not be entitled to any compensation on account of the closures of the kiosks for any period if the same becomes necessary in connection with the maintenance and repairs of the kiosks. The Licencee shall not, however, be liable to pay Licence Fee from the period for which this kiosks is closed on account of the aforesaid maintenance or repairs. The Licencee shall be entitled to restoration of the kiosks as soon as necessary repairs is completed.

25. Indemnification by the Licensee

In the event of any damage or loss is caused to the said Kiosks or any property of the licensor by the licensee or his servants or agents or any one upon the said kiosks, the licensee shall make good all such damage or loss and in that event of his failure to do so within seven days after occurrence of the such damages/ loss, the licensor may make good such loss/damage by deducting the amount from the security.

26. Termination of License Deed:

The license Deed may be terminated by the Commissioner Municipal Corporation, Chandigarh or the Licencee as the case may be, in the event of any of the following contingencies:-

- (i) In the event of the non-payment of monthly License Fee, Electricity and Water Charges by due date.

OR

- (ii) By giving one month notice in writing in advance in case the services rendered by the licensee are found to be unsatisfactory or there is breach of any condition of the License Deed or the Licencee engages in any obnoxious trade.

OR

- (iii) By giving 3 month notice in writing in advance in case the licensee wants to terminate the license deed subject to the condition that the surrender of the site within 3 months from taking over the possession shall not be permissible. Thereafter, the licensee shall have to give 3 months notice in an advance for vacation, failing which the license fee for the period which fall short of 3 months shall be adjusted / recoverable from advance license fees.

OR

- (iv) In case, the Licencee is declared insolvent by a Court of Law. However, the Licencee shall in that case be given two months notice for the cancellation of his License Deed; provided that during that period, the Licencee shall keep on discharging his duties as before.

OR

- (v) A continuous report of misbehavior or otherwise selling of products other than permissible by the Licencee or his employees, will render him/her for cancellation of License Deed.

OR

- (vi) In case, the Licencee failure to deposit the Service Tax per month at the prevailing rates with the concerned Service Tax authority.

OR

- (vii) In case, the permission granted or license issued by any authority is cancelled. In such an eventuality termination will take effect without any notice from the licensor and the licensee is not entitled for any claim.

OR

- (viii) In case the licensee not observing the terms and conditions of license deed.

27. Delivery of vacant possession of termination of License Deed:-

On termination of license deed (for any reason whatsoever) the licensee shall deliver the vacant possession of the said Kiosks to the authorized representative of the licensor immediately.

28. Refund of Security

The amount of security as advance rent/security deposit lying with the licensor will be refunded to the outgoing licensee without any interest. The outgoing licensee shall liable to submit the No Due Certificate from all concerned Department regarding electricity charges, water charges and other tax/rent payable by the licensee/licensees against the kiosks. The security will be refunded only after submission of N.D.C of all concerned departments. In case any amount is due against the licensee on any account, the same shall be deducted from the security deposited/advance rent licence fee.

29. Jurisdiction :

The courts at Chandigarh alone shall have the jurisdiction for the purpose of this Licence Deed.

30. Arbitration :

In the event of any dispute and difference arising out of or in any way touching or concerning this Licence Deed, the matter what so-ever shall be referred to the sole Arbitrator i.e. Commissioner Municipal Corporation Chandigarh or any other officer authorized by him, whose decision shall be binding on both the parties. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitrate on proceedings. The venue of arbitration shall be only at Chandigarh, U.T., (India).

The expression " Commissioner Municipal Corporation, Chandigarh shall mean and include an acting/officiating Commissioner Municipal Corporation, Chandigarh."

In these terms and conditions unless the context otherwise required.

- I) "Licensor"/"Corporation" means the Municipal Corporation, Chandigarh through the Joint Commissioner/Additional Commissioner/Secretary; MCC.
- II) "Licensee" means, a person, a firm, or a company to whom the Kiosks is allotted on license basis.
- III) "License fee" means, the sum of money payable monthly by the licensee in accordance with the terms and conditions of the license in respect of the Kiosks allotted by the licensor.
- IV) "License" means, the allotment containing detailed terms and conditions of allotment of the Kiosks.

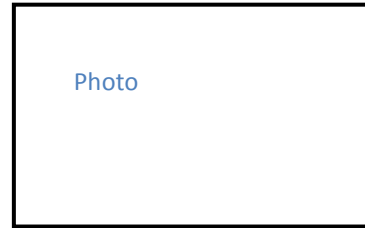
- V) "License Deed" means an agreement containing the terms and conditions on which the Kiosks has been licensed out duly executed between the licensor or licensee.

FORM "A"

Application form for licensing of Built up kiosk at Japanese Garden, Sector -31, Chandigarh to the persons with disabilities.

To

The Joint Commissioner-I,
Municipal Corporation, Chandigarh



Subject:- Licensing of Built up kiosk at Japanese Garden, Sector -31, Chandigarh to the persons with disabilities.

Sir,

In response to press notice appeared on I hereby apply for allotment of kiosk on licence fee basis on the terms and conditions for licensing out of kiosks at Japanese Garden, Sector 31, Chandigarh to disabled persons. Necessary particulars are given below:-

- (a) Name in block letters
- (b) Father's/Husband's Name
- (c) Age.....
- (d) Complete residential Address.....
- (e) Permanent Address
- (f) Family monthly income from all sources.....
- (g) Percentage of disability

2. It is certified that I or my family member do not own any commercial site anywhere in the country.
3. I am not employed in any Government/Semi-Government organization/Civic Body/Bank/Public sector undertaking etc.
4. That I am a bonafide resident of Chandigarh for the last five years as on the appointed date. Attested copy of residence proof is attached herewith.
5. I enclose herewith an affidavit duly attested by the Magistrate affirming all facts stated above and also indicating that the applicant is entitled for the licensing of booths.
6. Two copies of passport size photos, duly attested by a Magistrate, are also sent herewith . One copy of photo has been pasted.

7. Enclose herewith attested copy of Disability Certificate issued by the competent authority.
8. The undersigned has read and understood the terms and conditions on which the Kiosks to the persons with disability is to be allotted on license fee basis. I agree to abide by all the terms and conditions for licensing out of kiosks at Japanese Garden, Sector 31, Chandigarh to the persons with disabilities and shall also conform to the provisions of the capital of punjab (Development and Regulation) Act 1952 and rules made there under from time to time.

Dated :-

Your's faithfully,

(Signature of the applicant)

AFFIDAVIT

“FORM B”

I, son of Resident of H.No., Sector....., Chandigarh, do hereby solemnly affirm and declare as under:-

1. That the particulars, given in my enclosed application are true and correct.
2. That I have completed 18 years of age on the appointed day and am a disabled person with disability of percent and is eligible for licensing of bare booth under licensing of booths to the persons with disabilities on terms and conditions of same.
3. That I or any of my dependent family member or spouse do not own any commercial site, booth or any commercial building industrial site/industrial shed/rehri site or rehri elsewhere in the country.
4. That my family monthly income from all sources does not exceed Rs.1,00,000/- (Rupees one lac only) per annum.
5. That I am not employed anywhere in Government/semi government organization/Civic Body/ Bank/Public Sector or any other undertaking etc.
6. That I am a person with disability as defined in the persons with disabilities (Equal opportunities, protection of Right and full participation) Act, 1995. Copy of certificate issued by the competent authority of Chandigarh Administration is enclosed herewith.
7. That I clearly understand that the allotment shall be made on license fee basis for initially a period of two years which can further be extended upto one year i.e maximum total period of 3 years subject to compliance of terms and conditions on license fee of Rs.2000/- per month with an increase of 10% per annum on “as is where is basis”.
8. That I shall abide by the terms and conditions for the licensing of kiosks and provisions of the Capital of Punjab (Development and regulation) Act, 1952 and rules framed these under, amended from time to time. I shall pay the license fee as fixed by the Municipal Corporation, Chandigarh from time to time.
9. That I shall pay monthly rent in advance by the 10th of every month or annually in advance lump-sum for entire year by 10th January of every year. In the event of my failure to do so, license of booths in my name is liable to be revoked.
10. That I shall execute the license agreement/deed of license or any other document required by the Competent Authority, at my cost and expense and all charges payable thereon including registration, charges, if any, shall be borne by me.

11. That I shall not assign my rights in the licence directly or indirectly and shall not alienate, sublet, mortgage, part with the possession or enter into a partnership with any one else to run my business in the said bare booth.

12. I shall not make any addition, alteration or amalgamation in the booth allotted to me on licence basis.

PLACE

DATED

Deponent

Verification:-

I, the aforesaid deponent do hereby further declare that the particulars furnished above true to the best of my knowledge and nothing has been concealed therein.

Deponent

(To be attested by a Magistrate)