

MUNICIPAL CORPORATION CHANDIGARH

NEW DELUXE BUILDING, SECTOR-17, CHANDIGARH

(OPEN Auction Notice of Nursery sites at Village Maulijagan, UT, Chandigarh)

The Municipal Corporation, Chandigarh is going to auction **05** Nos **Nursery sites at Village Maulijagan, UT, Chandigarh** on monthly rental basis for three years through open auction on **29.09.2020 at 11.00 AM** on “as is where is basis” at **Nursery sites at Village Maulijagan, UT Chandigarh** as per detail given below:-

Nursery site no.	Area	Minimum Reserve Price (Rs. 50000/- per month per acre per nursery/site)	EMD
01	1.23 Acre	Rs. 62000/- +GST	Rs. 112000/-
02	0.50 Acre	Rs. 25000/- +GST	Rs. 50000/-
03	0.50 Acre	Rs. 25000/- +GST	Rs. 50000/-
04	0.50 Acre	Rs. 25000/- +GST	Rs. 50000/-
05	0.50 Acre	Rs. 25000/- +GST	Rs. 50000/-

Terms and Conditions:-

1. Prospective bidders are required to deposit earnest money in the shape of demand draft in favour of Commissioner, Municipal Corporation, Chandigarh payable at any scheduled bank at Chandigarh alongwith a copy of PAN card and ID & address proof before the start of auction to become eligible for participation in the bid/auction proceedings. The EMD of unsuccessful bidders shall be returned on the spot.
2. Copy of the detailed terms & conditions can be seen on the Notice Board at Ground Floor, Municipal Corporation, Chandigarh on any working day from 9.00 a.m. to 5.00 p.m. or on the official website **www. mccchandigarh.gov.in** of Municipal Corporation, Chandigarh. Further amendment of condition if any with regard to auction may be seen from time to time.

Additional Commissioner-II,
Municipal Corporation,
Chandigarh.

Open auction terms and conditions for disposal of 5 numbers Nursery sites at Village Mauli Jagran, U.T., Chandigarh

1. Mode of auction and payment

(A) This auction of Nursery site shall done by way of Open auction.

(B) The bid will be accepted in multiples of Rs.5000/- (Rupees Two Thousand Only)

(C) The detail of minimum reserve price, area and EMD is given as under:

Nursery site no.	Area	Minimum Reserve Price (Rs. 50000/- per month per acre per nursery/site)	EMD
01	1.23 Acre	Rs. 62000/- +GST	Rs. 112000/-
02	0.50 Acre	Rs. 25000/- +GST	Rs. 50000/-
03	0.50 Acre	Rs. 25000/- +GST	Rs. 50000/-
04	0.50 Acre	Rs. 25000/- +GST	Rs. 50000/-
05	0.50 Acre	Rs. 25000/- +GST	Rs. 50000/-

(D) In no case bid less than the reserve price shall be accepted.

(E) Ones the bid is placed, the highest bidder shall not be permitted to withdraw or surrender his bid on any ground, and in case he does so the EMD deposited by him/her shall stand forfeited in full.

(F) The Estate Branch, MC Chandigarh has absolute rights to accept or reject any or all the offers or adjourn/postpone/cancel the auction without assigning any reason thereof.

(G) The Prospective bidders are required to deposit earnest money in the shape of demand draft in favour of Commissioner, Municipal Corporation, Chandigarh payable at any scheduled bank at Chandigarh alongwith a copy of PAN card and ID & address proof before the start of auction to become eligible for participation in the bid/auction proceedings. The EMD of unsuccessful bidders shall be returned on the spot.

(H) The Copy of the detailed terms & conditions can be seen on the Notice Board at Ground Floor, Municipal Corporation, Chandigarh on any working day from 9.00 a.m. to 5.00 p.m. or on the official website www.mccchandigarh.gov.in of Municipal Corporation, Chandigarh. Further amendment of condition if any with regard to auction may be seen from time to time.

NOTE:

In case, where more than one Nursery site is being bid for, the interested bidder has to submit separate EMDs against each site.

The applicant should have take license/permission from the concerned department if required.

TERMS AND CONDITONS FOR THE AUCTION OF LAND FOR NERSURY

The Municipal Chandigarh land consisting 5 sites (04 sites area are approximately 0.50 acre and 01 site area is approximately 1.23 acre) situated at Village Maulijagan, Chandigarh will be lease out. The demarcation of each site/land can be seen in the Estate Branch, MC, Chandigarh by the bidders before participating in the auction. Bidders will have to deposit separate EMD for each site. The bidder will use the land/site only for agriculture or horticulture/nursery (sale of plants are allowed) purposes. The bid is "as is where is" basis. Water facility is not available on land to be leased out and MC will not provide the water facility. If the bidder requires water facility, he may approach the MC/Chandigarh Administration for tertiary treated water connection at his own cost and not boring for water at site is allowed.

1. Provision for governing License 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. Registration of the License Deed.

The licensee shall get the license deed registered with the Sub Registrar U.T. Chandigarh. A certified copy of the said deed shall be submitted to the licensee 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.

3. Submission of documents

The lessee shall submit a passport size photograph alongwith specimen signature duly attested by Gazetted Officer or notary public. He will also submit the proof of residence at the time of execution of agreement.

4. Period of License Deed

The tenure of the license deed will be initial for 3 years and can be extended upto another two year with an increase of 10% every financial year. The extension of the License period depends upon the satisfactory performance/ in time payments of the allottee and can be terminated at any time by the lessor by giving 3 months notice in writing to the lessee. No extension will be given after five years under any circumstances.

5. Usage of Site/Land.

The Licensee shall be permitted to use the land/site for a purpose of the Agriculture, Horticulture/ Nursery (for the sale of plants etc.) and for no other purpose. The allottee cannot lift the soil from the MC land to be leased out.

6. Mode of payment of License Fees

The Licensee shall pay to the Corporation agreed monthly license fee through post dated cheques. In case of dishonor/bounce of cheque, the licensee will be liable to make the payment along with interest @ 18% p.a. from the due date to its realization besides making himself liable for criminal liabilities under Section 138 of the Negotiable Instrument Act.

Further, in case of dishonor/bounce of the cheque/default for payment of license fees, a penalty shall be imposed @ Rs. 50,000/- for the first time and @ Rs. 1,00,000/- for the 2nd time besides interest @ 18% per annum as provided above. The license can be terminated on continuous default of non-payment of two months and security deposit shall be forfeited.

7. Payment of Taxes/Fee/Charges

The Licensee shall be liable to pay all such fees or taxes or charges including GST 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 Licensee shall deposit the GST alongwith monthly License Fee every month at the prevailing rates.

8. Payment of Electricity/Water charges

The Licensee shall get at its own level the electricity/tertiary water meter installed duly tested by Electricity/Water Department after taking over possession of the licensed Land/Site. He/ She shall be liable to pay all dues arising thereto before vacating the Land/Site on the expiry/termination of the License Deed of the said Land/Site and shall submit NDC to Municipal Corporation Chandigarh. It shall be lawful for the licensor to order adjustment of arrears on account of water and electricity charges due against the tenant from out of security deposited by the licensee.

9. Obtaining of the Licenses/permissions etc.

It shall be the responsibility of the Licensee to obtain the requisite licenses/permissions for carrying out the business of selling of the plants permissible from the Chandigarh Administration if required and any other department office, Institution etc. The licensee shall be solely responsible for violation or infringement of any provision of any law, rules etc. in this regard.

10. Fire safety arrangements

The licensee would be required to make necessary fire safety arrangement in the Shop/Site 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 Shop/Site/property.

11. Maintenance of Hygiene/ Sanitation by the Licensee

The Licensee shall keep the Land/Site 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. In case any area is found dirty and unhygienic around the Land/Site, the licensee beyond the Land/Site area, a fine of Rs 500/- for first time, Rs.1000/- thereafter.

12. Inspection of the Land/Site

The Lessor may, through his authorized officers/employees, at all reasonable times and in a reasonable manner, after reasonable notice enter in upon any part of the said Land/Site for the purposes of ascertaining that the Licensee is duly observing the conditions of this License 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.

13. Prohibition on Subletting etc.

The licensee shall not sublet, assign or part with possession of the said Land/Site 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 Shop/Site of license basis, which shall be construed as violation of terms & conditions.

14. Alteration/amalgamation/encroachment/defacement of Land/Site

The Licensee shall not make any addition or alteration/defacement of any sort, in any part of the said Land/Site. The Licensee is not entitled to sub-divide the Land/Site or to amalgamate it with any other Land/Site. The area in front of the said Land/Site 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.

15. Prohibition on pasting any bills, advertisement etc

The licensee shall not paste any bills, advertisements, posters, notices, cutting etc. under any circumstances on the Board/walls of the Land/Site.

16. Compensation on account of closure/Maintenance of Land/Site

On the termination of the license, the licensee shall remove temporary structures and fixtures etc. if any, fixed by him and deliver vacant possession of the said Land/Site to the licensor. In the event of the default by the licensee in removing the temporary structures and fixtures etc within one month of the termination of the license, the licensor shall at his option, either remove the same and recover the cost of removal from the licensee or to grant a fresh license of the booth/shop along with the temporary structures and fixtures etc to any person without any liability to compensate the previous licensee in respect of said structures and fixtures etc. The Licensee shall not be entitled to any compensation on account of the closures of the Land/Site for any period in connection with the maintenance and repairs of the Land/Site.

17. Indemnification by the Licensee

In the event of any damage or loss is caused to the Land/Site, 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.

18. Termination of License Deed

The license Deed may be terminated by the Commissioner Municipal Corporation, Chandigarh or the Licensee 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 breach of any condition of the License Deed or the Licensee 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 Licensee is declared insolvent by a Court of Law. However, the Licensee shall in that case be given two months notice for the cancellation of his License Deed; provided that during that period, the Licensee 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 Licensee or his employees, will render him/her for cancellation of License Deed.

OR

- (vi) Now observance by the lessee of any of the conditions of this lease it shall be lawful for the lessee notwithstanding the waiver of any previous cause or right for re-entry to terminate the lease and to enter into and upon the said building or any part thereof and to repossess, retain and enjoy the same as of his former Estate and the lessee shall not be entitled to any compensation whatsoever on account of such resumption/ cancellation. Provide that upon sufficient cause being shown, the Estate Officer may for reasons to be recorded in writing, instead of terminating the lease on the ground of default in the payment of rent, allow the payment to be made with penalty, not exceeding such amount within such further period, not exceeding three months in the whole, as he may deem reasonable.

19. Security Deposit

The licensee shall deposit 6 months advance rent in DD/Banker's Cheque in Municipal Corporation, Chandigarh as a security, which shall be refunded on expiry of the lease after adjustment against arrears of rent of damages, if any.

20. Rights and Power

The licensor shall have full rights, power and authority at all times to do through his officers or servants all acts and things which may be necessary or expedient of the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the licensee the cost of doing any such act or thing.

21. Lien of property

That the Commissioner, Municipal Corporation, Chandigarh shall have a lien on all the belongings and properties of the licensee for the time being in or upon the premises of the licensor.

22. Child Labour

The children below 14 years of age cannot work in any circumstances in any Land/Site.

24. Jurisdiction :

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

25. Arbitration :

In the event of any dispute and difference arising out of or in any way touching or concerning this License 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 arbitration proceedings. The venue of arbitration shall be only at Chandigarh, U.T., (India).

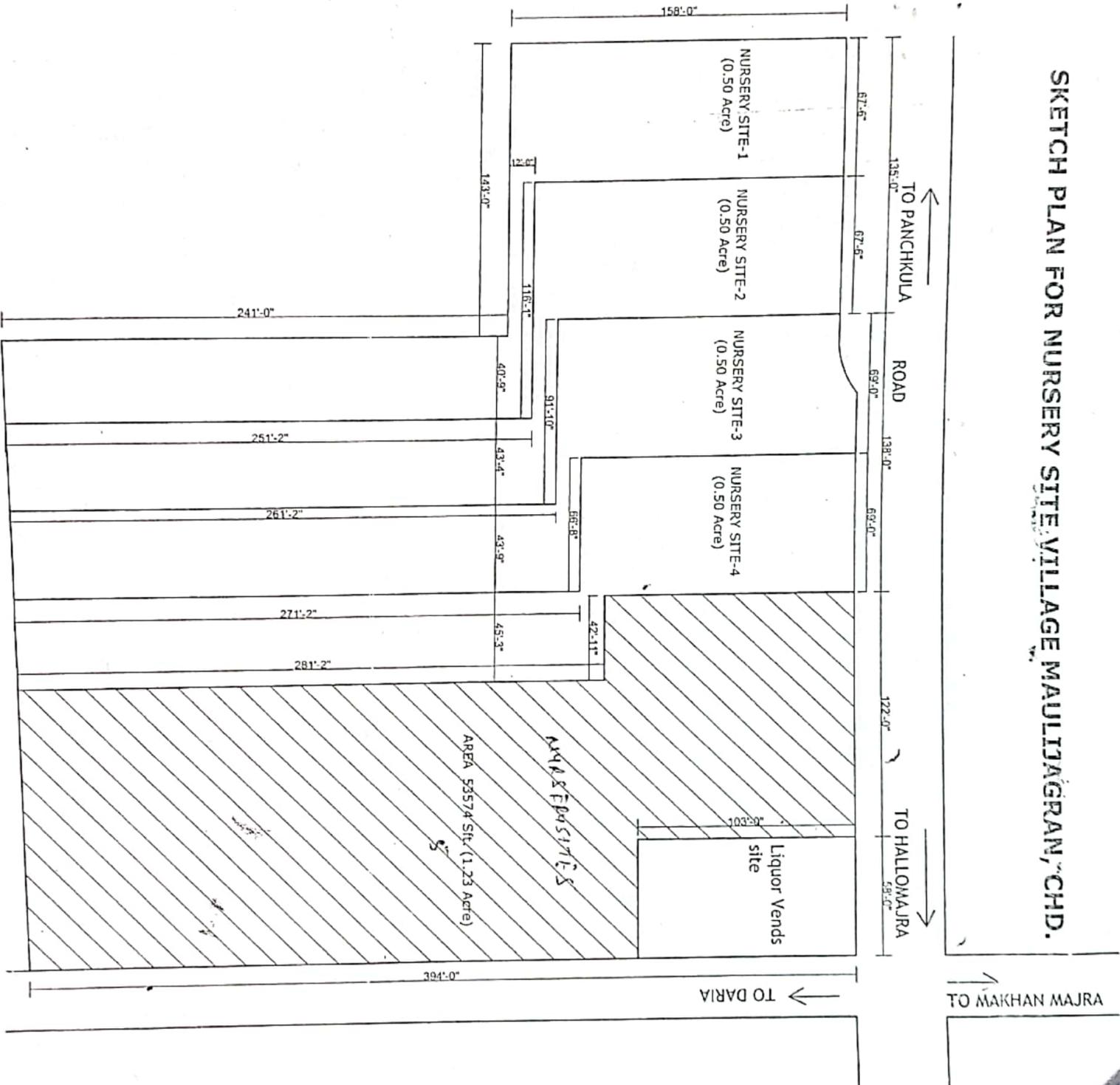
The expression " Commissioner Municipal Corporation, Chandigarh shall mean and include an acting/officiating Commissioner Municipal Corporation, Chandigarh."

In these terms and conditions unless the context otherwise required.

- I) "Licensor"/"Corporation" means the Municipal Corporation, Chandigarh through the Estate Officer, MCC.
- II) "Licensee" means, a person, a firm, or a company to whom the Shop/Site 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 Shop/Site allotted by the licensor.

- IV) "License" means, the allotment containing detailed terms and conditions of allotment of the Shop/Site.
- V) "License agreement" means an agreement containing the terms and conditions on which the Shop/Site has been licensed out duly executed between the licensor or licensee.

SKETCH PLAN FOR NURSERY SITE VILLAGE MAULIJAGRAN, CHD.



Alhami

