

MUNICIPAL CORPORATION CHANDIGARH

NEW DELUXE BUILDING, SECTOR-17, CHANDIGARH

(Auction Notice of 04 number Shops at Terrace Garden, Sector 33, Chandigarh)

04 Shops at Terrace Garden, Sector 33, Chandigarh will be auctioned on monthly rent basis for five years through open auction to be held on **27.08.2020 at 11.00 AM** on “as is where is basis” in the Conference Room of Municipal Corporation, Chandigarh, (6th Floor), New Deluxe Building, Sector-17, Chandigarh.

Terms and Conditions:-

1. Minimum reserve rent of each Shop at Terrace Garden, Sector 33, Chandigarh is Rs.3500/- per month + GST and any other tax levied by the Central Government/Chandigarh Administration/Municipal Corporation, Chandigarh. Prospective bidders are required to deposit earnest money of Rs. 10500/- (Rupees ten thousand five hundred only) in the shape of demand draft in favour of Commissioner, Municipal Corporation, Chandigarh payable at any scheduled bank at Chandigarh 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](http://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.

Terms & Conditions for Leasing out of Government Built up Shops/Booths on Monthly Rent Basis in Chandigarh Scheme, 2000

1. This Scheme may be called "Leasing out of Government Built up Shops/Booths on monthly rent basis in Chandigarh Scheme,2000".

2. It shall come into force from the date of its publication in the Chandigarh Administration Gazette.

3. In this Scheme, unless the context otherwise requires:-

All words and expressions used in the Scheme but not defined hereunder shall have the meaning attached thereto in the Capital of Punjab (Development and Regulation) Act, 1952 and the rules made there under:-

(i) "Lease" means the right of use or occupation of shop/booth belonging to the Chandigarh Administration and the terms of lease shall be construed accordingly.

(ii) "Lessee" means any person who has been allotted a shop/booth under the Scheme and includes those persons who are already leased out the shop/booth belonging to the Chandigarh Administration.

(iii) "Lease deed" means the deed in the prescribed form(i.e Annexure 'A', Annexure 'B' and Annexure 'C') for the buildings, mentioned in category 'A', category 'B' and category 'C', respectively under Para 9 (nine) of this scheme.]

(iv) "Rent" means the money/price paid by the Lessee as per the terms and conditions of the Lease Deed, in respect of shop/booth on monthly basis.

4. The Chandigarh Administration may lease out the shop/booth under this Scheme on the monthly rent basis, which will be determined by the Estate Officer in such a manner as may be directed by the Chief Administrator, Union Territory, Chandigarh.

5. The Estate Officer shall have the following powers, namely:-

(a) to lease out the Shop/booth to the persons eligible under clause 6 of this Scheme;

(b) to receive all payments of rent including arrears of rent under this Scheme

(c) to re-enter, re-take or resume possession of any of shop/booth whenever required and to order the removal of persons in an unauthorized occupation of the shop/booth;

(d) to issue notices to allottees/occupants of shop/booth for or in connection with:-

(i) the recovery of rent, arrears of rent along with penalty and interest, electricity charges or any other dues;

(ii) for the ejection or re-entry or re-taking possession of shop/booth against the breach of any other terms and conditions of lease/allotment and lease deed;

(e) to prescribe forms, register, receipts and any other records, if considered necessary;

(f) to get the monthly rent assessed of all the shop/booth after the expiry of the terms of lease keeping in view the prevalent market rent in respect of similar shop/booths.

6. Eligibility: – A person shall be eligible for the allotment of shop/booth on lease if:-

(a) He is engaged in the business personally;

(b) He is not an employee of Government/Semi Government organizations/bank/public Sector Undertaking etc.;

(c) There are no arrears of rent in respect of shop/booths;

(d) he/she does not own or have on rent basis any shop/booth in his/her own name or in the name of his spouse or any of his family members dependent upon him;

(e) he shall be liable to pay three months rent in advance as security, which shall be refunded on the expiry of the lease or adjusted against the arrears of rent or penalty or interest/damages, if any.

7. Procedure for Lease of Shop/Booth: – (a) After coming into force of this Scheme, shops/booths of Chandigarh Administration, except those already allotted shall be given on lease only by public auction.

(b) The shop, booth shall be given on lease on monthly rent basis to the highest bidder through open public auction.

8. The lease shall be for a period of 5 years from the date of allotment and it can be renewed for a further period of five years every time on such terms and conditions, of fixation of rent and enhancement of rent from time to time, as may be decided by the Chandigarh Administration keeping in view the prevailing market rent for similarly situated properties.

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

10. The annual increase in respect of shops/booths categorized as 'B' will be as under:-

CATEGORY B

11. The lease deed will be valid for five years at the initial stage then it shall be considered for renewal for a further period of five years increasing the rent @ 50% over the base rate. The lease deed will be considered for renewal after fixing the rent after putting the increase @ 25% after subsequent five years.

12. The rent deed would be similarly renewed after every 5 years as above.
13. The lessee shall deposit the monthly rent every month for which it falls due, failing which lessee shall have to pay 10% of the rent as penalty of the rent due.
14. (A) The lessee shall pay a monthly rent of Rs.----- in advance by the 10th day of the month for which it falls due.

(B) If the rent is not paid in full on due date the lessee shall without prejudice to the other rights and remedies of the lessor under this deed, pay liquidated damages at the rate of 10 percent of the amount in arrears.
15. The lessee has to deposit a sum of Rs.----- being a sum equal to the three months rent as security which shall be refunded on expiry of the lease or adjusted against arrears of rent or damages, if any, unless it is forfeited to the lessor in accordance with the terms of this lease. If and when the amount of security falls below three months rent on account of adjustment of any amount due from the lessee during the currency of the lease, the lessee shall replenish the said security.
16. The Estate Officer, Chandigarh can further impose and recover 100% recovery of the amount due, in the manner laid down in the section 8 of the Capital of Punjab (Development and Regulation) Act, 1952 as amended from time to time.
17. In the event of non-payment of monthly rent for a continuous period of 4 months, the lease shall stand terminated without requiring any notice to be served on the lessee.
18. In case the lessee desires to terminate the lease he shall give one month's notice of his intention to do so to the Estate Officer, Chandigarh, by a registered post.
19. The lessee shall execute a lease deed with the Estate Officer and thereafter will get the same registered with the office of the Sub-Registrar, Chandigarh, within one month.
20. The lessee shall not transfer the shop/booth by way of sale; gift, mortgage, or by way of SPA/GPA or otherwise his interest in the lease.
21. The lessee shall personally carry business in the shop/booth failing which the lease shall be terminated.
22. The lessee/s shall not store empty packing case of baskets or any goods or any other such material in any roof or any projection of the said building or on the open space around the same or any other place from where the goods or material may be visible from outside.

23. No obnoxious trade shall be carried on the said building.
24. The lessee/s shall not sub-let the said building or any part thereof or transfer his rights under the lease in any manner i.e by executing GPA/SPA or any other such documents or by induction of partners in the firm or parting with the possession.
25. The lease granted under clause 1 shall be liable to be terminated without notice:-
 - a) On the failure of the lessee to deposit the amount of monthly rent.
 - b) In the event of misuse of site by the lessee i.e running any other trade of commercial activity as specified in clause 1.
 - c) In the event of any alteration of site without the prior permission of the lessor.
 - d) In the event of breach of any of the condition of lease.
26. On termination of the lease in accordance with clause 10 above, the lessor may in addition to resumption of the said building forfeit to whole or part of the security deposited by the lessee/s.
27. On termination of the lease, the lessee/s shall remove the temporary structure and fixture etc. If any, fixed by him and deliver the vacant possession of the said building to the lessor. In the event of default by the lessee/s in removing the temporary structure and fixtures etc. The Lessor shall at his option, have the right to remove the same and recover the cost of removal from the lessor or to dispose of the same without any liability to compensate the lessee/s in respect of the same.
28. The area in front the said building shall not be encroached upon or used for any purpose other than a public road/ passage.
29. The lessee/s shall make prompt payment of water and electricity charges to the authorities concerned and shall pay all arrears, if any, before vacating the premises on the termination of the lease or resumption of the said building.
30. The lessor may by his officers and servant at all reasonable time and in a reasonable manner after 24 hours notice in writing enter in or upon any part of the
31. On termination of the lease, the lessee/s shall deliver vacant possession of the building in its original state i.e without any damage or the building or fixtures and the cost of the damages if any shall be recoverable from the lessee/s.
32. The lessor shall have full right, power and authority all times to do through his officers or servants all facts and which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, condition and reservation herein contained and to recover from the lessee/s the cost of doing any such act or thing.
33. All disputes and differences arising out in any way touching or concerning this lease whatsoever shall be referred to the sole arbitration of the chief

administrator, capital project, Chandigarh acting as such at the time of reference. It will be no objection to such appointment that the arbitrator so appointed i.e. government servant that he had to deal with the matters to which the deed relates and that in the course of his duties as such government servants he has expressed view on all or any of the matters in disputes or difference. The award of such arbitrator shall be final and binding on the parties to this lease.

34. It is hereby agreed and declared that unless a different meaning shall appear from the context, the expression "Lessor" used in these presents shall be in relation to any matter or anything contained in or arising out these presents, include every person duly authorized to act or to represent the Administrator Union Territory, Chandigarh in respect of such matter or thing.
35. In the event of death of original lessee, the lease shall be transferred in the name of legal heirs of the remaining terms of lease, provided they are not Government/Semi Government/Bank Employee etc. and are doing the business after the death of the original lessee and make an application to this effect to the Estate Officer, Union Territory, Chandigarh.
36. The shop/booth shall be used exclusively for commercial purpose and the trade for which it is leased out.
37. The lessee shall pay all general/local taxes etc. that may be imposed/levied on the said building by the competent authority from time to time.
38. The lessee shall not make any addition or alteration in the shop/booth except with the prior permission of the competent authority.
39. The lessee shall conform to the provisions of the Capital of Punjab(Development and Regulation) Act, 1952 and the rules framed there under, as amended from time to time.
40. In case of allotment/lease on monthly rent basis, the rent will be got assessed from the chief Engineer, Chandigarh and the shop/booth will be rented out to the highest bidder through an open public auction.
41. In the event of any dispute or difference at any time arising between the lessor and the lessee as to the interpretation or to giving effect to the provision of the Scheme, the said dispute or difference shall be referred to the Chief Administrator, Chandigarh, who decision shall thereon be final and binding on the parties thereto.