

Notice

The allotment of Parking Site on License Basis for the period from 06.02.2022 to 31.03.2023 through open auction to be held on 03.02.2022 at 11:30 AM at the Indira Holiday Home , Sector ,24B, Chandigarh

Bids are invited to run Parking inside the premises of Indira Holiday Home ,Sector-24B, Chandigarh on License basis from 06.02.2022 to 31.03.2023 through open auction to be held at 11:30 AM on 03.02.2022. The terms & conditions of parking site to be given on license basis are as under:-

- a) The premises on the license basis 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.
- b) The period of license is from 06.02.2022 to 31.03.2023 and can be terminated any time with prior notice of two months advance notice by the licensor.
- c) The licensee shall pay monthly license/rent amount in the shape of draft/pay order/banker's cheque /RTGS/NEFT etc. in advance on or before the first week of the month for which it falls due along with the G.S.T., as applicable under the rule. Licensee shall pay the interest @ 18% p.a., if the payment of license amount is made late in any case whatsoever.
- d) T.D.S (if applicable) will be deducted every month from the license amount by the Licensee and the same shall be deposited by the Licensee with the concerned authority every month and the Licensee shall give the T.D.S certificate to the Licensor before 30thApril of every financial year.
- e) If the Licensor wants to leave the premises before the expiry of the license period, then they shall have to give a clear notice of two months in advance for leaving the premises and in that case, if they fail to do so then they shall be liable to pay the damages thereof equivalent to the license amount of the period of which the notice is short or the same shall be adjusted from the security deposit lying with the Licensor.
- f) The parking charges shall be Rs.12/- for four wheeler & Rs.6/- for two wheelers and Rs. 18/- for four wheeler & Rs. 8/- for two wheeler repeat/multiple visit in parking on the same day. Staff Vehicles of Holiday Home Society shall not be charged.
- g) The parking time shall be from 7.30 a.m. to 6.30 p.m. daily and all Sundays shall be observed as Holiday.
- h) The Licensee will deposit the security amount of Rs.40,000/- (Rupees Forty thousand only). The security amount will be refunded after the expiry of the license. It will have to be deposited in the shape of demand draft drawn in favour of Holiday Home Society (Regd.) or in cash by the applicant at the time of acceptance of bid of highest bidder.

- i) The Staff employed by the Licensee shall not be the employee of Holiday Home Society & the Licensee shall himself be responsible for the payment of their wages , Employee Provident Fund etc. as per rules and instructions of Govt.
- j) The licensee shall not create any noise / disturbance by way of playing loud music etc. in parking area or outside that of the parking area.
- k) The Licensee shall be exclusively responsible for safe parking of all vehicles parked in the parking area and keep this area neat and clean.
- l) The licensee shall not allow use of alcohol or any other intoxicant in the parking area.
- m) The licensee shall bear any Cess/Tax payable if imposed on the licensed premises by the Local Body and/or other body or authority or State/Central Government.
- n) The Licensee shall not place or keep or permit to be placed or kept on the premises any offensive, dangerous or any other article or things, which may constitute a danger, nuisance or annoyance to the premises or surrounding premises or the owners or occupiers thereof.
- o) The Licensee shall not sub-let, transfer, assign or part with the licensee of the premises or any part thereof.
- p) The Licensee shall keep the premises 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 not do or cause anything in the licensed premises which may cause nuisance to the people in the neighborhood or violate any law of Chandigarh Administration.
- q) In case any Tax, Cess or levy is imposed by the competent authority upon Licensee during the period of license deed, it will be the liability of the Licensee to pay directly to the concerned authorities and settle the same from the payable rent.
- r) The Licensee shall be entitled to erect fittings, fixtures, wooden partitions, cabins or make any such additions or alterations, as may be necessary for its use by the Licensee; provided that the licensee shall remove the said fittings, fixtures, wooden partitions, cabins, additions or alterations and restore the demised premises to the Licensor on the expiry of the term of sooner determination of the license in the same condition as existed before making such changes.
- s) If the Licensor fails to pay the taxes, charges, assessments payable, or fails to carry out the necessary repairs and other work which has to carry out as provided herein, the Licensee may after [one month] notice in writing, pay, discharge and carry out the same at its own cost and the Licensee may set off the same from the rent payable to the Licensor under these presents.
- t) The license deed may be terminated by Licensee in the event of following contingencies:-
 - I. On the expiry of license deed period.
 - II. In the event of non-payment of license payment, and other charges within stipulated period from the date it became due by the Licensor.
 - III. By giving two month's notice in advance by licensee in case it does not want to carry on the license deed.
 - IV. The possession of the premises will remain with the first party.
- u) The Parking site shall be allotted through open auction to the highest bidder in the presence of bidders or their authorized persons. The prospective bidders shall deposit Rs. 20,000/- as security before participating in the auction. The Secretary,

Holiday Home Society (Regd.) can cancel the auction at any time if the highest bid offer appears to be low.

- v) The reserve bid price of parking is fixed as Rs.22,000/- per month plus GST as applicable from time to time.
- w) In the event of any dispute and difference arising out of or in any terms and conditions of this deed, the matter, whatsoever shall be referred to sole arbitrator i.e. the Advisor to the Administrator, Chandigarh Administration whose decision shall be final and binding on the both party. The provisions of Arbitration and Conciliation Act 1996 shall apply to the Arbitration proceeding. The venue of Arbitration proceedings shall be only at Chandigarh. There shall be no objection by the Licensee that the Arbitrator, i.e. the Advisor to the Administrator, Chandigarh Administration may have dealt with the subject matter earlier in official capacity also. Subject as aforesaid, the Arbitration and Conciliation Act 1996 and the rules framed or any modification thereof for the time being in force framed there under shall be deemed to apply, the arbitration, proceeding under the clause.
- x) The Courts at Chandigarh alone shall have the jurisdiction for the purpose of this License Deed.
- y) The successful party shall execute license agreement with the Holiday Home Society (Regd.) as per terms & conditions mentioned above.

Accounts Officer
for Secretary,
Holiday Home Society(Regd.)