

Subject: AUCTION NOTICE for letting out of shops/sites / activities /Services on lease in open auction for the year 2017-18 and onwards.



AUCTION NOTICE
Detailed schedule for the auction of various shops/sites
21st to 23rd February, 2017

Sr. No	Complex, date & time of auction and the shops/sites to be auctioned	Year (s)	Period
1	Badkhal Lake, Faridabad Auction on 21st February, 2017 at 11:00 A.M.		
	1 Site for sale of Ice Cream	1	1.4.2017 TO 31.3.2018
	2 Site for Horse Riding	1	1.4.2017 TO 31.3.2018
	3 Site for Camel Riding	1	1.4.2017 TO 31.3.2018
	4 Site for sale of Pan/Biri/Cigarettes	1	1.4.2017 TO 31.3.2018
	5 Site for Balloons & Rifle Shooting	1	1.4.2017 TO 31.3.2018
2	Sunbird Motel, Surajkund, Faridabad Auction on 22nd February, 2017 at 11.00 A.M.		
	6 Site for Horse Riding	1	1.4.2017 TO 31.3.2018
	7 Site for Camel Riding	1	1.4.2017 TO 31.3.2018
3	Dabchick, Hodal (including P/Pump) Faridabad Auction on 23rd February, 2017 at 11.00 A.M.		
	8 Site for Horse Riding	1	1.4.2017 TO 31.3.2018
	9 Site for Camel Riding	1	1.4.2017 TO 31.3.2018
	10 Site for Elephant Riding	1	1.4.2017 TO 31.3.2018
	11 Site for Merry go round, small rides for kids and Micky Mouse Bounce	1	1.4.2017 TO 31.3.2018
	12 Fast Food Centre along with shops	3	1.4.2017 TO 31.3.2020
	13 ATM Counter	3	1.4.2017 TO 31.3.2020
	14 Tyre puncture-air & Pollution check point at petrol pump	3	1.4.2017 TO 31.3.2020
4	Naurang Filling Station, Meham (Rohtak) Auction on 21st February, 2017 at 03.00 P.M.		
	15 Pollution and Tyre Puncture site at Meham Petrol Pump, Rohtak.	2	1.4.2017 TO 31.3.2019
5	Tilyar Lake, Rohtak Auction on 21st February, 2017 at 11:00 A.M.		
	16 Gift and flower Shop	2	1.4.2017 TO 31.3.2019
	17 Boating site	2	1.4.2017 TO 31.3.2019
6	Gauriyya, Bahadurgarh Auction on 22nd February, 2017 at 11.00 AM		
	18 Pollution Check & Puncture Shop at Petrol Pump	2	1.4.2017 TO 31.3.2019
7	Skylark, Panipat Auction on 21st February, 2017 at 11.00 A.M.		
	(A-Block)		
	19 Shop No.1, 3 to 12, 14 to 16, 19,21,23, 26 to 29	3	1.4.2017 TO 31.3.2020
	(B-Block)		
	20 Shop no. 2-B & 5-B	3	1.4.2017 TO 31.3.2020
	21 Puncture site at Petrol Pump	2	1.4.2017 TO 31.3.2019
	22 Pollution site at Petrol Pump	2	1.4.2017 TO 31.3.2019
	23 Gift Shop	3	1.4.2017 TO 31.3.2020
8	Karna Lake, Karnal Auction on 21st February, 2017 at 03.00 PM		
	24 Gift Shop	2	1.4.2017 TO 31.3.2019
9	Jungle Babbler, Dharuhera Auction on 21st February, 2017 at 11.00 A.M.		
	25 Shop No. 21	3	1.4.2017 TO 31.3.2020
	26 Parking Site	1	1.4.2017 TO 31.3.2018
	27 Tyre Puncture Kiosk at Petrol Pump	1	1.4.2017 TO 31.3.2018
10	Shama, Gurgaon Auction on 21st February, 2017 at 03.00 P.M.		
	28 Booth for STD PCO/Mobile /Photostate	1	1.4.2017 TO 31.3.2018
11	Yadavindra Gardens, Pinjore, Panchkula. Auction on 21st February, 2017 at 11.00 AM		
	29 Parking site	1	1.4.2017 TO 31.3.2018
12	Koel, Kaithal Auction on 23rd February, 2017 at 11.00 A.M.		
	30 Shop No. 1 to 4, 10, 12 & 13	3	1.4.2017 TO 31.3.2020
	31 Booth no. 3	3	1.4.2017 TO 31.3.2020

13	Surkhab, Sirsa Auction on 22nd February, 2017 at 11.00 A.M.			
	32	ATM Booth no. 8	3	1.4.2017 TO 31.3.2020
	33	Banquet Hall	3	1.4.2017 TO 31.3.2020
	34	Gift Shop	3	1.4.2017 TO 31.3.2020
	35	Booth / Shop No. 1 to 4	Upto 31. 1. 19	1.4.2017 TO 31.1.2019
14	Saras, Damdama Lake Auction on 22nd February, 2017 at 11.00 A.M.			
	36	Adventure Activity	1	1.4.2017 TO 31.3.2018
15	Aravalli Golf Course, Faridabad Auction on 23rd February, 2017 at 11.00 A.M.			
	37	Practice Range (for Golf Practice & Training) along with Pro-Shop (for sale of Golf Equipments)	3	1.4.2017 TO 31.3.2020
16	Jatayu Yatrika Mansa Devi, Panchkula Auction on 23rd February, 2017 at 11.00 A.M.			
	38	Shop for Parshad, Pooja items etc. including religious books	3	1.4.2017 TO 31.3.2020
	39	Shop for Cold drinks, Ice-cream, Juice, Achhar, Gol Gappa etc.	3	1.4.2017 TO 31.3.2020
	40	Shop for Parshad, Pooja items/ religious books, gifts and Confectionary items.	3	1.4.2017 TO 31.3.2020
17	Parakeet, Pipli Auction on 22nd February, 2017 at 11.00 A.M.			
	41	Cold Drinks & Ice Cream Shop	3	1.4.2017 TO 31.3.2020
	42	Raw Rice Shop , Raw Rice / Gift Shop, Achar Booth, Pop Corn & Sweet Corn Stall	3	1.4.2017 TO 31.3.2020
18	Red Bishop, Panchkula Auction on 22nd February, 2017 at 11.00 A.M.			
	43	Floweriest shop	3	1.4.2017 TO 31.3.2020
19	Oasis, Karnal Auction on 21st February, 2017 at 11.00 A.M.			
	44	A.T.M. Site	5	1.4.2017 TO 31.3.2022
	45	Pollution Site only	2	1.4.2017 TO 31.3.2019
	46	Gift Shop	2	1.4.2017 TO 31.3.2019
20	Barbet, Sohna Auction on 23rd February, 2017 at 03.00 PM			
	47	Adventure activities	2	1.4.2017 TO 31.3.2019

BROAD TERMS & CONDITION:-

- The bidders shall have to show the residence proof and to deposit Earnest Money in cash/DD before participation in the open auction. The Earnest Money in case of one year license period will be Rs. 10,000/-; in case of two years License period will be Rs. 20,000/-; in case of three years license period will be Rs. 25,000/- and in case of five years, it will be Rs. 50,000/-.

However, in case of following activities, the EMD will be as under:-

- Rs.1,00,000/- in case of Gift Shop** at Karna Lake, Karnal, **Parking site** at Pinjore & Dharuhera.
 - Rs.50,000/- for Gift Shop** at Skylark T/C, Panipat.
 - Rs.25,000/-: Pollution Check site** at Bahadurgarh.
- A copy of the **detailed terms and conditions may be downloaded** from www.harvanatourism.gov.in or can be had from the DDO of the concerned Tourist Complex during office hours on any working day.
 - Only those bidders would be allowed to participate for Parking activity who have minimum experience of two years with any Govt. / Semi Govt. department/undertaking.
 - In case of Ice Cream only branded makes i.e. Amul, Verka, Vita, Vadilall, Cream bell etc. will be allowed.
 - HTC may add/ delete/ substitute any shops/sites mentioned above before the start of auction.
 - The exact location of the each shop/site would be announced before the start of auction.
 - Haryana Tourism reserves the right to accept or reject all or any bid unconditionally without having to assign any reasons thereof. The acceptance of the highest bid by the Auction Committee would be **subject to the final approval of the Managing Director** who may accept or reject any bid without assigning any reasons thereof.

Issued by
Director Tourism, Haryana

(Corrected as vetted by Ld. Addl. A.G. 4.2.2015)

HARYANA TOURISM CORPORATION
TERMS & CONDITIONS FOR AUCTION OF SHOPS/SITES
(For the auctions to be held in 2017)

1. The bidders shall have to Undertake to abide by the terms and conditions of HTC and to deposit Earnest Money in cash before participating in the auctions as under:-
 - a) Where auction is for 1 year Rs. 10,000/-
 - b) Where auction is for 2 years Rs. 20,000/-
 - c) Where auction is for 3 years Rs. 25,000/-
 - d) Where auction is for 5 years Rs. 50,000/-

However in case of Pollution Check site at Bahadurgarh the earnest money will be Rs. 25,000/-. Further for Pinjore Gardens & Tikkar Taal, Morni and Gift Shop at Skylark T/C, Panipat, the earnest money will be Rs. 50,000/-. Moreover, for the Gift Shop at Karna Lake, Karnal, Parking of vehicles at Pinjore Gardens and for parking site at Dharuhera it will be Rs. 1,00,000/-. The earnest money of the successful bidder would be converted into security deposit. The earnest money of the other bidders would be refunded, as per the discretion of the auction committee on the spot.

That 15% of the final bid amount is to be deposited by the licensee as interest free security deposit either in cash or Bank Demand Draft. The security would be refunded only within ten working days from vacation of the premises on completion of the license period (and not to be adjusted in the installments/last installment/other payable amount) provided it has not been forfeited for any contravention of the terms and conditions of the agreement.

2. That the licensee will have to deposit license money plus service tax etc. (as applicable from time to time by any enforceable law) in installments as under:-

- a) **Where the period is 1 year i.e. upto 31.3.2018**

1/3rd of the total bid money plus service tax to be deposited immediately at the fall of hammer and the remaining amount in two equal installments on or before 1.7.2017 and 1.10.2017 respectively.

However in case of HTC, Pinjore, 50% of the total bid money + Service Tax to be deposited immediately at the fall of hammer and remaining 50% installment on or before 1.7.2017.

However in case of Parking site at HTC, Dharuhera, 50% of the total bid money + Service Tax to be deposited immediately at the fall of hammer and remaining 50% installment on or before 1.7.2017.

- b) **Where the period is 2 years i.e. upto 31.3.2019**

1/6th of the total bid money plus service tax to be deposited immediately at the fall of hammer and the remaining amount in five equal installments on or before 1.7.2017, 1.10.2017, 1.1.2018, 1.4.2018 & 1.7.2018 respectively.

However, in case of HTC, Pinjore, 40% of the total bid money + Service Tax to be deposited immediately at the fall of hammer and remaining 60% in 3 equal installment on or before 1.7.2017, 1.10.2017 & 1.1.2018.

- c) **Where the period is 3 years i.e. upto 31. 3.2020**

1/10 of the total bid money plus service tax to be deposited immediately at the fall of hammer and the remaining amount in nine equal installments on or before 1.7.2017, 1.10.2017, 1.1.2018, 1.4.2018 & 1.7.2018, 1.10.2018, 1.1.2019, 1.4.2019 and 1.7.2019 respectively.

However, in case of HTC, Pinjore & HTC Tikkar Taal, Morni 30% of the total bid money + Service Tax to be deposited immediately at the fall of hammer and remaining 70% in seven equal installments on or before 1.7.2017, 1.10.2017, 1.1.2018, 1.4.2018, 1.7.2018, 1.10.2018, 1.1.2019 respectively.

- d) **Where the period is 5 years i.e. upto 31.3.2022**

1/15 of the total bid money plus service tax to be deposited immediately at the fall of hammer and the remaining amount in 14 equal installments on or before 1.7.2017, 1.10.2017, 1.1.2018, 1.4.2018, 1.7.2018, 1.10.2018, 1.1.2019,

1.4.2019, 1.7.2019, 1.10.2019, 1.1.2020, 1.4.2020, 1.7.2020 and 1.10.2020 respectively.

However, in case of HTC, Pinjore 20% of the total bid money + Service Tax to be deposited immediately at the fall of hammer and remaining 80% in eight equal installments on or before 1.7.2017, 1.10.2017, 1.1.2018, 1.4.2018 , 1.7.2018, 1.10.2018, 1.1.2019 and 1.4.2019 respectively.

(All the licensees will have to deposit Local post dated cheques in respect of all the installments in advance before taking possession of the site/shop).

4. In case of default/delay in the clearance of the cheques by concerned bank within 10 days of the prescribed time mentioned above, interest **@18% p.a.** will be charged for each day of default. The maximum period of default should not exceed 15 days otherwise the premises along with its belongings may be taken over by the Incharge of the complex in which it is located and the entire amount paid including the 15% security would be forfeited. In that case, the income/profit will go to Licensor and loss, if any, shall also be recovered from the licensee.
5. Where the total amount to be deposited in the form of first installment and security deposit is more than Rs. 5.00 lacs, permission can be granted on request of the highest bidder,(Licensee) for payment of the remaining amount in three days time provided Rs. 5.00 lacs is paid in cash at the fall of hammer and cheque duly signed for the balance amount are handed over to HTC as security.
6. The earnest money of the licensee would be forfeited if he fails to deposit the first installment, security deposit and the requirements as indicated at Sr.No.7 below at the time of acceptance of the highest bid. The Auction Committee/ Licensor may in their discretion, in the best interest of the Corporation, consider giving the offer to the next two parties at their highest bids in case of the refusal of the first bidder to deposit the amount. However, such offer will be subject to the acceptance by the concerned/subsequent bidders.
7. The possession of the shop would be given only on completion of the following requirements:-
 - a) Deposit of all post dated local cheques for the various installments.
 - b) Execution of the agreement (on non judicial papers of requisite value to be purchased in the name of the licensee) containing the prescribed terms and conditions.
 - c) Deposit of two passport size photographs, attested copies of ration card/Voters I/card/Driving License etc.
 - d) Deposit of self attested list showing the details of his property
 - e) Self attested photocopy of the PAN Card.
 - f) Deposit of undated security cheque of 50% of the final bid amount.

In the event of failure of highest bidder/licensee to take over the possession on 1st day of start of license, HTC shall have the right to re-auction the same at the risk and cost of licensee in order to realize the amount of loss sustained due to the failure of licensee to run the activity, besides forfeiting security and recovery of balance amount.

8. The licensee shall pay water charges and electricity charges (wherever applicable) as per the separate meter reading or proportionate amount in case of the combined meter, as may be assessed by the DDO of the complex during the period of License.
9. The licensee shall keep the area neat and clean and in case of failure to do so, the DDO of the Complex will have the right to get it cleared at the cost of licensee and recover the amount spent by HTC on this account from the licensee or to adjust the same out of any amount lying with HTC.
10. The premises shall be deemed to be Public Premises as defined in the Haryana Public Premises and Land (Eviction and Rent Recovery) Act- 1972 (as amended from time to time).

11. The licensee shall pay the Service tax including the surcharge , house tax and all other taxes/duties/charges as may be applicable/ imposed/ levied by the Govt., local authorities or statutory bodies, during the period of possession licensed premises.
12. The licensee shall appoint experienced staff for the conduct of business and for all misconducts on the part of licensee or his representative /employee etc. if any compensation is awarded by any court, the licensee himself will be responsible. The DDO of the complex will also be competent to pass appropriate orders (after giving to the opportunity to the licensee) regarding penalty, fine etc. and on his recommendation, the competent authority will be competent to terminate the license with orders to make good loss to HTC
13. The licensee shall exhibit a Complaint Book at conspicuous place which shall be made available to the customer(s) on request and which shall also be open for inspection by the DDO of the Complex or by person(s) duly authorized by Managing Director, HTC, Chandigarh.
14. The licensee shall be responsible for any loss/damage to the property and the same shall be indemnified forthwith on being assessed by HTC.
15. These terms and conditions are only illustrative and not exhaustive, if any more condition needs to be incorporated in the interest of the Corporation, the Licensor will be at liberty to do so and these will be acceptable to the licensee.
16. The licensee shall display the name, as mentioned in the agreement, in capital letters outside the site/premises immediately before the start of the activity.
17. The licensee shall not display any Neon Sign Board etc. without HTC's prior written permission and shall be responsible to pay the Advertisement tax or any other taxes/charges/levies/cess etc in this regard.
18. The licensee will obtain various permissions as and when required as per the local regulations. In case of any offence on the leased premises, the licensee will be solely responsible for its penalty and consequences.
19. In case the licensee suffers any loss on account of it being restrained by HTC for indulging in illegal activities or any contravention of any law, the licensee shall not be entitled to any compensation whatsoever.
20. The licensee shall give details of his/their property before taking possession of the premises. Any such property can be forfeited by HTC in the event of nonpayment of the dues/penalties by the licensee on account of the contravention of any of the terms as mentioned in the agreement.
21. The licensee shall not use the said premises for any other purpose, except for which it has been licensed. The licensee shall also not assign or sublet or part with the possession of the said premises or any part thereto. The licensee shall not carry any addition/ alteration in the premises without prior written permission of HTC.

The licensee shall continue the activities in a proper manner in the licensed premises and shall not discontinue such activities for which the premises is licensed for more than 7 days without the permission of DDO as the purpose of HTC to grant license is to make available facilities to the visitors.
22. The licensee shall not be liable for any claim from HTC against any untoward incidents like theft, riots, natural calamities or the failure of electricity or even change of the policy by the Govt., blockade of the road in front of the complex because of the construction of the fly-over, expansion of road or blockade of the roads for any reason what so ever etc.

Licensee shall exclusively and directly be liable for any loss either caused to visitor, customer/tourist/person or their property and licensee shall be personally liable for any loss or illegal activity and HTC authority shall not be liable for any loss of any kind whatsoever.
23. Wherever, packed goods are to be sold and the MRP is mentioned on the packing, the goods shall be sold at the MRP and if sold at the excess price, the licensee shall be

solely liable for non compliance/or violation of any law or provision of the act that he is under law duty bound to comply.

24. The Licensee will not store any empty packing cases or baskets or any goods or any other material on any projection or the building or on the open space in front of the shop/site/place of activity.
25. Whenever the licensed premises is already constructed one or in the shape of shop/Booth Licensee shall not be entitled to any kind of permanent or temporary alterations in the structure, including fittings installed except wooden/aluminum, temporary and easily removable arrangement, which may be necessary for proper use of licensed premises that too with the prior approval of HTC authorities so that licensed premises may not be damaged and whenever licensed premises is an open space/site, the licensee can only be entitled to use such space as per the directions from time to time made by the HTC authorities in the public interest as well as that of HTC and any temporary arrangement over such space shall be got first approved by the licensee from HTC authorities. The Licensee shall neither alter the original color of the outside the shop or the façade and front elevation, nor erect sub screens, curtains or blinds on the exterior nor paste any bills, advertisements, posters, notices, cuttings etc. on the glasses nor permit the same to be made, affixed or altered or erected in any circumstances. In order to maintain uniformity in putting the signage on the front elevation of the shops, the DDO of the unit concerned shall approve size, design, colour etc. where the shop/site/activity is located.
26. The area in front of the licensed shop/site/activity shall not be encroached upon and used or allowed to encroach upon or used for any purpose other than a passage.
27. The Licensee will not install and operate any public address system or any other media in the shop allotted to him, which may cause disturbance in area wherein the shop/site/activity is located.
28. In the event of the death of the original licensee, it shall be incumbent upon the legal heirs of the deceased licensee if required by the licensor have to enter into a fresh license agreement and comply with all the terms and conditions given herein.
29. The licensee would not be allowed the exclusive right to sell the items for which the auction has been held and the highest bid accepted. HTC will have the right to run the same activity itself or to lease it out to another licensee.
30. The licensed premises can be put to use for which the same had been auctioned/licensed. The shop/site will not, however, be allowed in any case as Halwai shop, Dhaba, Restaurant, Liquor, Chemical based items etc.
31. The DDO/Officer Incharge of the concerned unit, his/her superior officials and any officials authorized by them in this behalf shall any time be at liberty to enter into the premises for inspection of maintenance of such premises and the compliance of other terms and conditions and general check up in the public interest as well as that of HTC and the licensee shall be duty bound to allow such inspection at any time even during night hours as and when so required and licensee shall make himself / herself available for such inspection and will get his/her contact No. registered with the HTC and if the licensee fails to make himself/herself available within one hour from the intimation for this purpose then the aforesaid officials shall be at liberty to break open the locks for such inspection and in that event licensee shall be liable for any incidental loss and such action of the aforesaid official shall be deemed to be approved and consented by the licensee.
32. That in the event of the breach of any of the terms and conditions or the termination of the agreement/vacation of the shop/site by the licensee before the expiry of the agreement, HTC shall be entitled to forfeit the whole of the security deposit and the installments paid by the licensee, besides terminating/ revoking the lease and on the revocation being made, the licensee shall quit and vacate the premises without any resistance and obstruction and give the complete control of the premises to HTC and shall not claim any compensation for any resultant injury thereof. The Licensor will have the right to re-auction the activity at the risk and cost of the earlier licensee.

33. After license period, the licensee undertakes to vacate the premises forthwith and handover its possession to the HTC authorities and occupation of the licensee after the said period even for a moment shall be unauthorized and as that of a trespasser. In any case, for any reason whatsoever, the vacant possession after the license period is not handed over as aforesaid, licensee shall be liable to be evicted under Haryana Public Premises and Land (Eviction and Recovery) Act 1972 and other laws as may be applicable from time to time.
34. In any case, for any reason whatsoever, the vacant possession after the license period is not handed over to the HTC authorities and such licensee/unauthorized occupant/such person, for the period of unauthorized possession, till the time such person is evicted including the period of eviction proceedings shall be liable to pay rupees five hundred per day and in addition to such payment, such person shall also be liable to pay double the amount of the last license fee payable under the agreement or market license fee whichever is higher, to be calculated per day proportionately and such payments shall be treated as use and occupation charges for the unauthorized period and the same shall not confer any legal right/status of any kind whatsoever upon such person and the licensee to ensure the vacation of premises on due time and in order to secure the aforesaid use and occupation charges, agrees to deposit **undated security cheque of 50% of the final bid amount** with authority to licensors to encash it after filing and date after the aforesaid default if any, and such right of licensor of encashment of such cheque shall be in addition to other legal rights of such recovery. The aforesaid security shall be deposited in addition to 15% security of the final bid amount referred in above paras.

Such person for the unauthorized period shall also be liable to pay all other charges, taxes, duty etc. as may be applicable from time to time as he was liable to pay during the period of license. In case such payment is delayed, HTC shall be further entitled to the interest @ 18% per annum.

Aforesaid liabilities of payment by such person shall not affect the rights of the HTC to claim other damages and compensation in addition as may be permissible under law. The said payable amount of use and occupation etc. can be deposited with HTC authorities against duly issued receipt or through Bank Demand Draft or through other mode as may be specifically consented by HTC authorities.

35. The decision of MD, HTC about all other matters except as specifically provided and agreed upon between the parties, shall be final and binding to the parties. If any clarification of any of the term of the agreement is required, decision of MD, HTC shall be final and binding to the parties.
36. Any other dispute between the parties except specifically dealt with/agreed upon in this agreement, shall be referred to the sole arbitration of the Managing Director, HTC who may appoint his/her nominee/substitute however such nominee/substitute shall not be less than the rank of serving HCS officer, to which the parties shall have no objection whatsoever. It is also agreed that in relation to any matter of such arbitration if any or in relation to decision of such arbitrator, only the courts at Chandigarh shall have the jurisdiction.

The pendency of Arbitrations proceedings if any, or any right for such proceedings shall in no manner effect the eviction proceedings or the right of licensor for such eviction proceedings nor it will be in the domain of arbitrator to either allow the licensee to remain in the license premises during the pendency of arbitration or to stay the eviction proceedings. In case of termination of the license in any of the eventualities given in this license deed, it shall be condition precedent for the licensee to vacate the premises and to clear all dues before seeking the arbitrations.

37. The licensee will not be entitled to keep the shops/premises closed for more than 7 days without permission of DDO.
38. Licensee shall not create any sub-licensee.

(In case of Boating agreement, the below additional Applicable conditions be also incorporated in the license agreement)

ADDITIONAL CONDITIONS APPLICABLE FOR BOATING

1. The licensee will take insurance cover from a recognized Insurance Company for the safety of the tourists and will hand over a copy to the DDO of the complex before starting the activity.
2. The licensee will have to ensure proper safety of the Boats. He should have a valid license of operation granted by the competent authority.
3. The licensee will ensure compliance of all safety devices and wearing of the life jackets by the riders. Life jackets of good standard will have to be arranged by the licensee.
4. The licensee will allow inspection by any officer deputed by the licensor or the DDO of the complex concerned to ensure that all safety norms are followed.
5. The licensee will be responsible for payment of any damages, compensation as a result of any causality during operations or use by the tourists.
6. The licensee will depute trained manpower for running and operations of the boats.
7. The licensee will have to ensure that the tourists using paddle Boats, Rowing boats or Motor boats etc. (as the case may be) must wear life jackets. The Boats and life jackets should carry water worthiness certificate granted by competent authority. The licensee shall ensure that the life jackets of good quality are available for use of the tourists using the boats. No person shall be allowed the use the boats without wearing the life jackets. In case of any mishap of the tourist who is not wearing the life jackets, the entire responsibility shall be of the licensee.
8. The Licensee will have to arrange his own boats. However, in case some boats are provided by the licensor, those will be maintained by the licensee at his cost and will return them back to the licensor in good working condition whenever asked for or at the expiry of license.
9. Licensee will be responsible for all sorts of taxes/duties/fees as imposed by the Govt. on boating/rides/swings like entertainment tax etc.
10. Licensee will allow fishing/angling to Licensor or any customer permitted by it in writing.
11. The Licensee will display the rates of boating and instructions of safety measures for the tourists going for boating on display boards near the place of issue of tickets and the licensee will be responsible to pay all type of taxes applicable to the activity for the period of license.
12. The area in front of the site shall not be encroached upon and used or allowed to encroach upon or used for any purpose other than a corridor.
13. The licensor may check the certificate regarding water worthiness of boats and life jackets either himself or by deputing any official and in case of any deficiency, direct the licensee to either get the same rectified or to replace the same at his cost. In case the licensee fails to do so, the license may be cancelled and the security amount and the amount of installments paid to the licensor will be forfeited besides black listing the licensee and the licensee may also be proceeded against as per law.

ADDITIONAL CONDITIONS APPLICABLE FOR PINJORE GARDENS

1. The payment of installments will not have any linkage with inside/outside maintenance of Garden.
2. The area for parking of the vehicles in front of Fast Food (on Shimla highway) will be free.
3. The chairs/tables/canopy etc in front of the eatable shops, if required, will be permitted with the approval of DDO Pinjore.
4. Licensor would be at liberty to put up or to lease out the additional/ similar stalls for sale of Ice Cream, soft drinks, confectionery, other F&B items etc. during the Baisakhi Mela, Mango Mela, Pinjore Heritage Festival and any other fair/festival to be organized at Pinjore during the period of License. This would also include additional parking space to be created at different places for the fairs and festivals.
5. Additional selling points for the sale of eatables may be arranged, if required, by the Licensor in the Amusement Park or at any other location at Pinjore.

ADDITIONAL CONDITIONS APPLICABLE FOR PARKING

1. No barrier of any type to be imposed on the main road of the complex so as to ensure free movement of the vehicles.

2. VIP/Government vehicles/staff vehicles and any other official vehicles will not be charged any parking fees.
3. Paid parking area will be earmarked in consultation with the DDO of the complex concerned.
4. The occupants of the rooms in the Motel will not be charged for the parking of vehicles. Further, the residents of the motel will be allowed to park their vehicles near the motel.
5. Parking ticket will be given by the licensee at the time of arrival with number of the vehicle and amount to be charged.
6. The rates applicable will be displayed prominently in the parking area.
7. The Licensee will be responsible for the loss of vehicles and for the loss of parts and accessories of the vehicles, if any.
8. Tickets/coupons for the parking of vehicle indicating the amount for various types of vehicles would be printed by HTC at the cost of the Licensee. The Licensee will have to use only those tickets.

We the following intending bidders have gone through the aforesaid terms & conditions. These are acceptable to me/us and I/we undertake to abide by them:-

Sr.No	Name & address of bidder	Signatures
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(Corrected as vetted by Ld. Addl. A.G. 4.2.2015)

DRAFT LICENSE AGREEMENT

This deed of License made and entered on this day of ----- 2017 between Haryana Tourism Corporation Ltd., a Company incorporated under the Companies Act 1956 and having its Registered Office at S.C.O. 17-18-19, Sector-17-B, Chandigarh and acting through the Drawing & Disbursing Officer of ----- Complex----- (hereinafter called 'LICENSOR' which expression shall include its successors and assigns).

Whereas the Licensee has agreed to take on License, the earmarked site/shop/area in the said complex (hereinafter referred to as 'said premises') from the Licensor for doing the business of -----

Whereas the Licensor has agreed to grant the licensee, the permission and privilege to operate and carry on the said business of ----- in the said premises on the terms and conditions set forth hereunder.

NOW THIS INDENTURE WITNESS AS UNDER:-

1. That the license of the ----- licensed premises/shop/site/booth is granted for a sum of Rs----- (Rs.-----) to Sh.-----of ----- for a period starting from ----- and ending on ----- . This shop/site is to be returned to the licensor on expiry of this period as the period will not be renewed further.
2. That **15% of the final bid amount** is to be deposited by the licensee as interest free security deposit either in cash or Bank Demand Draft. The security would be refunded only within ten working days from vacation of the premises on completion of the license period (and not to be adjusted in the installments/last installment/other payable amount) provided it has not been forfeited for any contravention of the terms and conditions of the agreement.
3. That the licensee will have to deposit license money plus service tax etc. (as applicable from time to time by any enforceable law) in installments as under:-
 - a) **Where the period is 1 year i.e. upto 31.3.2018**
1/3rd of the total bid money plus service tax to be deposited immediately at the fall of hammer and the remaining amount in two equal installments on or before 1.7.2017 and 1.10.2017 respectively.
However in case of HTC, Pinjore, 50% of the total bid money + Service Tax to be deposited immediately at the fall of hammer and remaining 50% installment on or before 1.7.2017.
However in case of Parking site at HTC, Dharuhera, 50% of the total bid money + Service Tax to be deposited immediately at the fall of hammer and remaining 50% installment on or before 1.7.2017.
 - e) **Where the period is 2 years i.e. upto 31.3.2019**
1/6th of the total bid money plus service tax to be deposited immediately at the fall of hammer and the remaining amount in five equal installments on or before 1.7.2017, 1.10.2017, 1.1.2018, 1.4.2018 & 1.7.2018 respectively.
However, in case of HTC, Pinjore, 40% of the total bid money + Service Tax to be deposited immediately at the fall of hammer and remaining 60% in 3 equal installment on or before 1.7.2017, 1.10.2017 & 1.1.2018
 - f) **Where the period is 3 years i.e. upto 31. 3.2020**
1/10 of the total bid money plus service tax to be deposited immediately at the fall of hammer and the remaining amount in nine equal installments on or before 1.7.2017, 1.10.2017, 1.1.2018, 1.4.2018 & 1.7.2018, 1.10.2018, 1.1.2019, 1.4.2019 and 1.7.2019 respectively.
However, in case of HTC, Pinjore & HTC Tikkar Taal, Morni 30% of the total bid money + Service Tax to be deposited immediately at the fall of hammer and remaining 70% in seven equal installments on or before 1.7.2017, 1.10.2017, 1.1.2018, 1.4.2018, 1.7.2018, 1.10.2018, 1.1.2019 respectively.
 - g) **Where the period is 5 years i.e. upto 31.3.2022**
1/15 of the total bid money plus service tax to be deposited immediately at the fall of hammer and the remaining amount in 14 equal installments on or before 1.7.2017, 1.10.2017, 1.1.2018, 1.4.2018, 1.7.2018, 1.10.2018, 1.1.2019, 1.4.2019, 1.7.2019, 1.10.2019, 1.1.2020, 1.4.2020, 1.7.2020 and 1.10.2020 respectively.

However, in case of HTC, Pinjore 20% of the total bid money + Service Tax to be deposited immediately at the fall of hammer and remaining 80% in eight equal installments on or before 1.7.2017, 1.10.2017, 1.1.2018, 1.4.2018 , 1.7.2018, 1.10.2018, 1.1.2019 and 1.4.2019 respectively.

(All the licensees will have to deposit Local post dated cheques in respect of all the installments in advance before taking possession of the site/shop).

4. In case of default/delay in the clearance of the cheques by concerned bank within 10 days of the prescribed time mentioned above, interest **@18% p.a.** will be charged for each day of default. The maximum period of default should not exceed 15 days otherwise the premises along with its belongings may be taken over by the Incharge of the complex in which it is located and the entire amount paid including the 15% security would be forfeited. In that case, the income/profit will go to Licensor and loss, if any, shall also be recovered from the licensee.
5. Where the total amount to be deposited in the form of first installment and security deposit is more than Rs. 5.00 lacs, permission can be granted on request of the highest bidder,(Licensee) for payment of the remaining amount in three days time provided Rs.5.00 lacs is paid in cash at the fall of hammer and cheque duly signed for the balance amount are handed over to HTC as security.
6. The earnest money of the licensee would be forfeited if he fails to deposit the first installment, security deposit and the requirements as indicated at Sr.No.7 below at the time of acceptance of the highest bid. The Auction Committee/ Licensor may in their discretion, in the best interest of the Corporation, consider giving the offer to the next two parties at their highest bids in case of the refusal of the first bidder to deposit the amount. However, such offer will be subject to the acceptance by the concerned/subsequent bidders.
7. The possession of the shop would be given only on completion of the following requirements:-
 - a) Deposit of all post dated local cheques for the various installments.
 - b) Execution of the agreement (on non judicial papers of requisite value to be purchased in the name of the licensee) containing the prescribed terms and conditions.
 - c) Deposit of two passport size photographs, attested copies of ration card/Voters I/card/Driving License etc.
 - d) Deposit of self attested list showing the details of his property
 - e) Self attested photocopy of the PAN Card.
 - f) Deposit of undated security cheque of 50% of the final bid amount.

In the event of failure of highest bidder/licensee to take over the possession on 1st day of start of license, HTC shall have the right to re-auction the same at the risk and cost of licensee in order to realize the amount of loss sustained due to the failure of licensee to run the activity, besides forfeiting security and recovery of balance amount.

8. The licensee shall pay water charges and electricity charges (wherever applicable) as per the separate meter reading or proportionate amount in case of the combined meter, as may be assessed by the DDO of the complex during the period of License.
9. The licensee shall keep the area neat and clean and in case of failure to do so, the DDO of the Complex will have the right to get it cleared at the cost of licensee and recover the amount spent by HTC on this account from the licensee or to adjust the same out of any amount lying with HTC.
10. The premises shall be deemed to be Public Premises as defined in the Haryana Public Premises and Land (Eviction and Rent Recovery) Act- 1972 (as amended from time to time).
11. The licensee shall pay the Service tax including the surcharge , house tax and all other taxes/duties/charges as may be applicable/ imposed/ levied by the Govt., local authorities or statutory bodies, during the period of possession licensed premises.
12. The licensee shall appoint experienced staff for the conduct of business and for all misconducts on the part of licensee or his representative /employee etc. if any compensation is awarded by any court, the licensee himself will be responsible. The DDO of the complex will also be competent to pass appropriate orders (after giving to the opportunity to the licensee) regarding penalty, fine etc. and on his recommendation, the competent authority will be competent to terminate the license with orders to make good loss to HTC
13. The licensee shall exhibit a Complaint Book at conspicuous place which shall be made available to the customer(s) on request and which shall also be open for inspection by

the DDO of the Complex or by person(s) duly authorized by Managing Director, HTC, Chandigarh.

14. The licensee shall be responsible for any loss/damage to the property and the same shall be indemnified forthwith on being assessed by HTC.
15. These terms and conditions are only illustrative and not exhaustive, if any more condition needs to be incorporated in the interest of the Corporation, the Licensor will be at liberty to do so and these will be acceptable to the licensee.
16. The licensee shall display the name, as mentioned in the agreement, in capital letters outside the site/premises immediately before the start of the activity.
17. The licensee shall not display any Neon Sign Board etc. without HTC's prior written permission and shall be responsible to pay the Advertisement tax or any other taxes/charges/levies/cess etc in this regard.
18. The licensee will obtain various permissions as and when required as per the local regulations. In case of any offence on the leased premises, the licensee will be solely responsible for its penalty and consequences.
19. In case the licensee suffers any loss on account of it being restrained by HTC for indulging in illegal activities or any contravention of any law, the licensee shall not be entitled to any compensation whatsoever.
20. The licensee shall give details of his/their property before taking possession of the premises. Any such property can be forfeited by HTC in the event of nonpayment of the dues/penalties by the licensee on account of the contravention of any of the terms as mentioned in the agreement.
21. The licensee shall not use the said premises for any other purpose, except for which it has been licensed. The licensee shall also not assign or sublet or part with the possession of the said premises or any part thereto. The licensee shall not carry any addition/ alteration in the premises without prior written permission of HTC.

The licensee shall continue the activities in a proper manner in the licensed premises and shall not discontinue such activities for which the premises is licensed for more than 7 days without the permission of DDO as the purpose of HTC to grant license is to make available facilities to the visitors.

23. The licensee shall not be liable for any claim from HTC against any untoward incidents like theft, riots, natural calamities or the failure of electricity or even change of the policy by the Govt., blockade of the road in front of the complex because of the construction of the fly-over, expansion of road or blockade of the roads for any reason what so ever etc.

Licensee shall exclusively and directly be liable for any loss either caused to visitor, customer/tourist/person or their property and licensee shall be personally liable for any loss or illegal activity and HTC authority shall not be liable for any loss of any kind whatsoever.

23. Wherever, packed goods are to be sold and the MRP is mentioned on the packing, the goods shall be sold at the MRP and if sold at the excess price, the licensee shall be solely liable for non compliance/or violation of any law or provision of the act that he is under law duty bound to comply.
24. The Licensee will not store any empty packing cases or baskets or any goods or any other material on any projection or the building or on the open space in front of the shop/site/place of activity.
25. Whenever the licensed premises is already constructed one or in the shape of shop/Booth Licensee shall not be entitled to any kind of permanent or temporary alterations in the structure, including fittings installed except wooden/aluminum, temporary and easily removable arrangement, which may be necessary for proper use of licensed premises that too with the prior approval of HTC authorities so that licensed premises may not be damaged and whenever licensed premises is an open space/site, the licensee can only be entitled to use such space as per the directions from time to time made by the HTC authorities in the public interest as well as that of HTC and any temporary arrangement over such space shall be got first approved by the licensee from HTC authorities. The Licensee shall neither alter the original color of the outside the shop or the façade and front elevation, nor erect sub screens, curtains or blinds on the exterior nor paste any bills, advertisements, posters, notices, cuttings etc. on the glasses nor permit the same to be made, affixed or altered or erected in any circumstances. In order to maintain uniformity in putting the signage on the front elevation of the shops, the DDO of the unit concerned shall approve size, design, colour etc. where the shop/site/activity is located.

26. The area in front of the licensed shop/site/activity shall not be encroached upon and used or allowed to encroach upon or used for any purpose other than a passage.
27. The Licensee will not install and operate any public address system or any other media in the shop allotted to him, which may cause disturbance in area wherein the shop/site/activity is located.
28. In the event of the death of the original licensee, it shall be incumbent upon the legal heirs of the deceased licensee if required by the licensor have to enter into a fresh license agreement and comply with all the terms and conditions given herein.
29. The licensee would not be allowed the exclusive right to sell the items for which the auction has been held and the highest bid accepted. HTC will have the right to run the same activity itself or to lease it out to another licensee.
30. The licensed premises can be put to use for which the same had been auctioned licensed. The shop/site will not, however, be allowed in any case as Halwai shop, Dhaba, Restaurant, Liquor, Chemical based items etc.
31. The DDO/Officer Incharge of the concerned unit, his/her superior officials and any officials authorized by them in this behalf shall any time be at liberty to enter into the premises for inspection of maintenance of such premises and the compliance of other terms and conditions and general check up in the public interest as well as that of HTC and the licensee shall be duty bound to allow such inspection at any time even during night hours as and when so required and licensee shall make himself / herself available for such inspection and will get his/her contact No. registered with the HTC and if the licensee fails to make himself/herself available within one hour from the intimation for this purpose then the aforesaid officials shall be at liberty to break open the locks for such inspection and in that event licensee shall be liable for any incidental loss and such action of the aforesaid official shall be deemed to be approved and consented by the licensee.
32. That in the event of the breach of any of the terms and conditions or the termination of the agreement/vacation of the shop/site by the licensee before the expiry of the agreement, HTC shall be entitled to forfeit the whole of the security deposit and the installments paid by the licensee, besides terminating/ revoking the lease and on the revocation being made, the licensee shall quit and vacate the premises without any resistance and obstruction and give the complete control of the premises to HTC and shall not claim any compensation for any resultant injury thereof. The Licensor will have the right to re-auction the activity at the risk and cost of the earlier licensee.
33. After license period, the licensee undertakes to vacate the premises forthwith and handover its possession to the HTC authorities and occupation of the licensee after the said period even for a moment shall be unauthorized and as that of a trespasser. In any case, for any reason whatsoever, the vacant possession after the license period is not handed over as aforesaid, licensee shall be liable to be evicted under Haryana Public Premises and Land (Eviction and Recovery) Act 1972 and other laws as may be applicable from time to time.
34. In any case, for any reason whatsoever, the vacant possession after the license period is not handed over to the HTC authorities and such licensee/unauthorized occupant/such person, for the period of unauthorized possession, till the time such person is evicted including the period of eviction proceedings shall be liable to pay rupees five hundred per day and in addition to such payment, such person shall also be liable to pay double the amount of the last license fee payable under the agreement or market license fee whichever is higher, to be calculated per day proportionately and such payments shall be treated as use and occupation charges for the unauthorized period and the same shall not confer any legal right/status of any kind whatsoever upon such person and the licensee to ensure the vacation of premises on due time and in order to secure the aforesaid use and occupation charges, agrees to deposit **undated security cheque of 50% of the final bid amount** with authority to licensors to encash it after filing and date after the aforesaid default if any, and such right of licensor of encashment of such cheque shall be in addition to other legal rights of such recovery. The aforesaid security shall be deposited in addition to 15% security of the final bid amount referred in above paras.

Such person for the unauthorized period shall also be liable to pay all other charges, taxes, duty etc. as may be applicable from time to time as he was liable to pay during the period of license. In case such payment is delayed, HTC shall be further entitled to the interest @ 18% per annum.

Aforesaid liabilities of payment by such person shall not effect the rights of the HTC to claim other damages and compensation in addition as may be permissible under

law. The said payable amount of use and occupation etc. can be deposited with HTC authorities against duly issued receipt or through Bank Demand Draft or through other mode as may be specifically consented by HTC authorities.

35. The decision of MD, HTC about all other matters except as specifically provided and agreed upon between the parties, shall be final and binding to the parties. If any clarification of any of the term of the agreement is required, decision of MD, HTC shall be final and binding to the parties.
36. Any other dispute between the parties except specifically dealt with/agreed upon in this agreement, shall be referred to the sole arbitration of the Managing Director, HTC who may appoint his/her nominee/substitute however such nominee/substitute shall not be less than the rank of serving HCS officer, to which the parties shall have no objection whatsoever. it is also agreed that in relation to any matter of such arbitration if any or in relation to decision of such arbitrator, only the courts at Chandigarh shall have the jurisdiction.

The pendency of Arbitrations proceedings if any, or any right for such proceedings shall in no manner effect the eviction proceedings or the right of licensor for such eviction proceedings nor it will be in the domain of arbitrator to either allow the licensee to remain in the license premises during the pendency of arbitration or to stay the eviction proceedings. In case of termination of the license in any of the eventualities given in this license deed, it shall be condition precedent for the licensee to vacate the premises and to clear all dues before seeking the arbitrations.

37. The licensee will not be entitled to keep the shops/premises closed for more than 7 days without permission of DDO.
38. Licensee shall not create any sub-licensee.

WITNESS WHEREOF, the parties hereto have duly executed these presents at ----
--, the day, month and year first above written.

Witness
Licensee

Witness
Licensor

(In case of Boating agreement, the below additional Applicable conditions be also incorporated in the license agreement)

ADDITIONAL CONDITIONS APPLICABLE FOR BOATING

1. The licensee will take insurance cover from a recognized Insurance Company for the safety of the tourists and will hand over a copy to the DDO of the complex before starting the activity.
2. The licensee will have to ensure proper safety of the Boats. He should have a valid license of operation granted by the competent authority.
3. The licensee will ensure compliance of all safety devices and wearing of the life jackets by the riders. Life jackets of good standard will have to be arranged by the licensee.
4. The licensee will allow inspection by any officer deputed by the licensor or the DDO of the complex concerned to ensure that all safety norms are followed.
5. The licensee will be responsible for payment of any damages, compensation as a result of any causality during operations or use by the tourists.
6. The licensee will depute trained manpower for running and operations of the boats.
7. The licensee will have to ensure that the tourists using paddle Boats, Rowing boats or Motor boats etc. (as the case may be) must wear life jackets. The Boats and life jackets should carry water worthiness certificate granted by competent authority. The licensee shall ensure that the life jackets of good quality are available for use of the tourists using the boats. No person shall be allowed the use the boats without wearing the life jackets. In case of any mishap of the tourist who is not wearing the life jackets, the entire responsibility shall be of the licensee.
8. The Licensee will have to arrange his own boats. However, in case some boats are provided by the licensor, those will be maintained by the licensee at his cost and will return them back to the licensor in good working condition whenever asked for or at the expiry of license.
9. Licensee will be responsible for all sorts of taxes/duties/fees as imposed by the Govt. on boating/rides/swings like entertainment tax etc.
10. Licensee will allow fishing/angling to Licensor or any customer permitted by it in writing.
11. The Licensee will display the rates of boating and instructions of safety measures for the tourists going for boating on display boards near the place of issue of tickets and the licensee will be responsible to pay all type of taxes applicable to the activity for the period of license.
12. The area in front of the site shall not be encroached upon and used or allowed to encroach upon or used for any purpose other than a corridor.
13. The licensor may check the certificate regarding water worthiness of boats and life jackets either himself or by deputing any official and in case of any deficiency, direct the licensee to either get the same rectified or to replace the same at his cost. In case the licensee fails to do so, the license may be cancelled and the security amount and the amount of installments paid to the licensor will be forfeited besides black listing the licensee and the licensee may also be proceeded against as per law.

ADDITIONAL CONDITIONS APPLICABLE FOR PINJORE GARDENS

1. The payment of installments will not have any linkage with inside/outside maintenance of Garden.
2. The area for parking of the vehicles in front of Fast Food (on Shimla highway) will be free.
3. The chairs/tables/canopy etc in front of the eatable shops, if required, will be permitted with the approval of DDO Pinjore.
4. Licensor would be at liberty to put up or to lease out the additional/ similar stalls for sale of Ice Cream, soft drinks, confectionery, other F&B items etc. during the Baisakhi Mela, Mango Mela, Pinjore Heritage Festival and any other fair/festival to be organized at Pinjore during the period of License. This would also include additional parking space to be created at different places for the fairs and festivals.
5. Additional selling points for the sale of eatables may be arranged, if required, by the Licensor in the Amusement Park or at any other location at Pinjore.

ADDITIONAL CONDITIONS APPLICABLE FOR PARKING

1. No barrier of any type to be imposed on the main road of the complex so as to ensure free movement of the vehicles.
2. VIP/Government vehicles/staff vehicles and any other official vehicles will not be charged any parking fees.
3. Paid parking area will be earmarked in consultation with the DDO of the complex concerned.

4. The occupants of the rooms in the Motel will not be charged for the parking of vehicles. Further, the residents of the motel will be allowed to park their vehicles near the motel.
5. Parking ticket will be given by the licensee at the time of arrival with number of the vehicle and amount to be charged.
6. The rates applicable will be displayed prominently in the parking area.
7. The Licensee will be responsible for the loss of vehicles and for the loss of parts and accessories of the vehicles, if any.
8. Tickets/coupons for the parking of vehicle indicating the amount for various types of vehicles would be printed by HTC at the cost of the Licensee. The Licensee will have to use only those tickets.

WITNESS WHEREOF, the parties hereto have duly executed these presents at -----, the day, month and year first above written.

Witness

Licensee

Witness

Licensor

We the following intending bidders have gone through the aforesaid terms & conditions.
These are acceptable to me/us and I/we undertake to abide by them:-

Sr.No	Name & address of bidder	Signatures
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