

**DELHI DEVELOPMENT AUTHORITY
INSTITUTIONAL LAND BRANCH
Room No.216, A-Block, 2nd Floor, Vikas Sadan, INA,
New Delhi-110023**

No. F. LD/IL/0008/2021/REL/8-O/o DY. DIRECTOR (IL) / 1766

Comp. No. 14136
Dated:- 8 /05/2021

POLICY FOR PERMITTING USAGE OF DDA VACANT LANDS FOR COVID PURPOSE

1. DDA has been receiving a number of requests from various Hospitals and Medical institutions for temporary allotment of DDA land in vicinity for enabling them to create / establish CoVID related infrastructure to meet the demand for combating the pandemic.
2. Considering the current pandemic situation, there has been a demand for augmenting CoVID related infrastructure in the city.
3. In view of above, it is proposed to offer DDA Vacant Land on as-is-where-is basis for any CoVID related infrastructure temporarily, till such time this Corona pandemic is prevalent. DDA vacant land are being offered on license basis for a maximum period of six months.
4. The 'permitted land-use' of the land so requested for will be examined before allotment. Many of the said land could be Green / Parks / Flood Plain / Forest / Ridge [Category – I] . On the other hand, some such land could be Recreational / PSP / Other uses(such as commercial , Institutional, Residential etc.) [Category – II]. Land falling in Category – I, if allotted for such use may have adverse environmental impact and hence will not be allowed. Land falling in category – II however, can be considered for allotment on temporary basis.
5. The Vacant land may be allowed to be utilized for any infrastructure relating to combating CoVID, such as-
 - (a) CoVID wards
 - (b) CoVID OPD
 - (c) Isolation facilities
 - (d) Medicine / Hospital supply and storage facilities
 - (e) Oxygen storage / supply / production
 - (f) Dharamshala / Waiting room for Patient's relatives
 - (g) Parking of Ambulances / Herse Van / Patient's vehicles
6. Any other use may be permitted by Vice Chairman, if he deems fit, provided he is satisfied that the same is for mitigating the CoVID pandemic.
7. The priority for granting permission if there are multiple requests shall be –
 - i. Government / Local Body
 - ii. Any other government agency / PSU
 - iii. Charitable Hospitals
 - iv. Other Hospitals / Nursing Homes
 - v. Charitable Organisations (Registered societies) having past track record
8. Considering the pandemic situation, License Fee chargeable in respect of temporary allotment to such institutions shall be based on circle rates shall be as follows -

Rate Per sq meters			
Category of Colony	Circle Rate	License Fee per year	6 months' License fee
A	774000	11610	5805
B	245520	3683	1841
C	159840	2398	1199
D	127680	1915	958
E	70080	1051	526
F	56640	875	438
G	46200	875	438
H	23280	875	438

9. Allotment shall be made on FCFS basis, subject to feasibility and genuineness of the applicant. DDA shall constitute norms for allotment and area of land allotted shall be subject to such norms.

10. Specific Purpose for which the allotment, and the period of allotment shall be made will be specified in the Allotment Letter and License deed at the time of allotment. The Licensee can use the land only for such specific purpose, and no other purpose. The license shall be deemed to be cancelled on the date of expiry of license.

11. In case the Licensee fails to –

- set-up and operationalize the infrastructure within the prescribed period of allotment, or
- continue operations during the license period, or
- Uses the land for any other purpose, other than the purpose for which the allotment was made

the license and allotment shall be deemed to be cancelled / terminated, and the occupation shall be treated as illegal occupation. Further, the Licensee shall be liable to pay damages for such illegal occupation

12. If the Licensee decides to close the operation on the said land, it may, by giving one month notice, surrender the land back to DDA. In such case of surrender, license fee for the period of occupation shall be applicable.

13. License Fee for the full period of allotment requested for shall be paid in advance. In addition, a security deposit equal to six month license fee shall be required to be paid to DDA before issue of Allotment / License. However, Bank Guarantee, equal to the security deposit amount, valid for one year may be deposited by the applicant in-lieu of the Security Deposit.

14. Each applicant must conduct survey of the existing sites and make independent evaluation of the scope of work and potential use. No applicant can hold DDA responsible for non-understanding of the field scenario. Applicants are free to visit the sites before applying.
15. In case, the Licensee fails to handover peaceful possession of land upon the expiry of License or termination of License as the case may be, Security deposit shall be forfeited, and without prejudice to the rights of DDA to evict the occupier, the occupier shall be liable to pay damage charges for the period of such illegal occupation.
16. Procedure of Allotment
 - a. DDA shall invite Expression of Interest/ Requests from interested parties by issuing public notice.
 - b. These Requests will be received by the SE(HQ) of the respective Zone. SE(HQ) upon receiving the request will examine the feasibility of allotment of such land, check Land-use, and submit the proposal along with his report to Dir(IL), LD Department through the concerned CE.
 - c. A Committee under Dir(IL) shall examine the proposals, genuineness of the need, norms for proposed usage, past track of the organization, and recommend to Hon LG through VC
 - d. Based on Committee recommendations, LG shall decide to allot the Land on temporary basis.
 - e. LOI, Allotment Letter and Possession letters will be issued by IL Department after completion of formalities.
 - f. License Deed shall be executed by the AD of IL Division. Possession shall be handed over by the concerned Engineering division
17. There shall be regular monitoring of utilization of the Land so allotted by the Area Executive Engineer.
18. Prescribed Format for Application is at Annexure – II.
19. The form of License deed and terms and conditions of Allotment/ License is at Annexure - III
20. Format for Bank Guarantee is at Annexure – IV.
21. The Application in the prescribed format is to be made to Zonal SE(HQ) as per Annexure – I


Sada Shiv
Dy. Director (IL)

To.

1. Dir Systems for publication on web-site
2. OSD to Vice Chairman
3. Member (A&LM)
4. Engineering Member, DDA
5. Finance Member, DDA
6. All Chief Engineers, DDA
7. Commissioner (LD-I), (LD-II), (LM), (Planning), CCS

List of officers / SE(HQ) to whom Applications are to be submitted.

S.No.	Zone	Name S/Shri	Mobile No.	Email id	Office address	Office No.
1	Project Zone	Sh. Harminder Singh Sidhu	8130012805	sehqpri.dda@gmail.com	Office of CE(Project), Asian games village, Sirifort.	26491227
2	South Zone	Sh. Arvind Kumar	9818942880	sehqsez@dda.org.in	Office of CE(South), Asian games village, Sirifort.	26490704
3	East Zone	Sh. Ramesh Chand EE	9899751675	sehqgez@dda.org.in	Office of CE(East), Vikas Minar, ITO	23370428
4	North Zone	Sh. Tarun Bairathi SE(Elect.)	9868533446	sehqnz@dda.org.in	Office of CE(North), Vikas Minar, ITO	23378657 23370778
5	Rohini Zone	Sh. Pramod Kumar Gupta	9818140302	sehgrohini@dda.org.in	Office of CE(Rohini), Madhuban Chowk, Rohini.	27902403
6	Dwarka Zone	Joginder Kumar Behl	9810229896	sehgdwk@dda.org.in	Office of CE(Dwarka), Manglapuri, New Delhi.	25055009 25055204

FORMAT FOR APPLYING FOR VACANT LAND ON LICENSE FEE BASIS FOR COVID RELATED USE

(To be printed on the letter head of the Organization)

To,

SE(HQ), DDA

Zone _____

Sir,

I / my organization propose to take DDA LAND on License basis as per the terms and conditions of offer as per Public Notice No _____ Dated _____. The Details of our organization and proposed use are as below-

1.	Name of The Organization	
2.	Address	
3.	Legal Status	Individual / Registered Society / Company / Government or Local Body / Firm or Partnership / Resident Welfare Association / Other (Pl Specify) _____
4.	Registering Authority (if any)	
5.	Registration Number	
6.	GST Number, if any	
7.	PAN Number	
8.	Present Activity(ies)/ Services of the organization.	
9.	Address / Location of present services of the Organisation	
10.	Is the Organisation a Charitable Organisation under the IT Act?	Yes / No
11.	Name of Authorized Signatory	
12.	Designation of Authorised Signatory	
13.	Residential Address of Authorized Signatory	
14.	Plot ID of the Land requested for	
15.	Address / Location of the plot	
16.	Area of the Plot	
17.	Area requested for	
18.	Period for which the Plot is sought (From) (to) (Number of Months)	DD / MM / YYYY

19.	Purpose for which Plot is sought	
20.	Details of Facility that will be established in the Plot	
21.		

I hereby declare that the services that will be offered from the said Plot shall be on Charitable or no-profit-no loss basis.

I hereby undertake that the Plot shall be utilized as per the terms and conditions of the offer.

I undertake to submit Bank Guarantee / Security Deposit for Rs _____ in favour of DDA in case my proposal is accepted. I undertake to pay the full License Fee in advance, within 7 days of LOI, if it is decided to allot the Land to me / my organization.

I understand, DDA is not bound to accept my proposal. In case, any information supplied by me in this proposal is found to be false, DDA may forfeit the Security.

Thanking You

Yours Sincerely,

()

Designation

(Authorised Signatory)

Encl :

1. Copy of Memorandum of Association of Organisation
2. Last year's annual report highlighting activities of the organization
3. Bank Statement of organization of last year (2020-21)
4. Certificate of Registration
5. Copy of PAN and GST Registration
6. IT exemption certificate
7. Brief project report of proposed activity on the land sought for
8. Copy of photo-ID / Aadhar card of Authorised Signatory

TEMPORARY ALLOTMENT OF NAZUL LAND

FORM D

LICENCE DEED

[Refer rule 44]

THIS AGREEMENT made on this.....day of.....two thousandat Delhi between the President of India (hereinafter called the 'licensor') which expression shall unless the context requires a different or another meaning, include his successors and assigns through DDA, a body constituted under Section 3 of the Delhi Development Act, 1957 and Shri s/o Shri resident of (OR) M/S (Name of the organization) having its registered office at represented by Shri..... Resident ofhereinafter called the 'licensee').

WHEREAS the licensor is willing to grant the licensee a licence for use of land bearing No. location..... areasqm (hereinafter called the said land) subject to the terms and conditions specified hereinafter:

WHEREAS the licensee has requestedfor grant of a licence for.....months, i.e. from..... to, and is willing to get licence granted to him on monthly licence fee of Rs.....

AND WHEREAS the licensee has represented to the licensor that the former is well equipped with and can make adequate arrangement for.....(mention purpose of use) with the previous approval of the licensor.

NOW, THEREFORE, it is mutually agreed:

1. That in consideration of the payment of Rs..... (Rupees.....only) as security deposit received vide Receipt No.....dated(OR) in the form of Banker's Guarantee issued byBank under No..... datedin the form of fixed deposit certificate bearing No..... issued by.....Bank, being equivalent to 6 months' licence fee quoted, by the licensee for due and proper performance of these presents and also willingness of the licensee to pay Rs.....(Rupeesonly) per mensem forthe licensor grants unto the licensee and authorises him to use the said land subject to the conditions hereinafter appearing for a period ofmonths commencing from the date of these presents. License fee for first six months Rs (Rupeesonly) has been paid in advance.
2. That the licensee shall keep and maintain the said land and the site around the said land in a clean, proper and decent condition, well equipped with (mention details of facilities to be established on site) and shall not suffer the premises to be in a bad state of affairs during the currency of the period of licence and shall not in any manner damage the wall, floor or other structure of the said land nor cause any kind of obstruction, to the user of properties / land in vicinity in any manner whatsoever.
3. That the licensee shall charge such rates as may be approved by the licensor and shall exhibit the schedule of rates at a conspicuous place in the premises.

4. That licensee shall maintain the said land in clean and hygienic conditions and shall conform to the rules, regulations, or bye-laws made in this regard by the municipal authority concerned.
5. That the licensee shall arrange his business in such a manner that he shall be in a position to cater to the needs of CoVID patients and their families. He shall employ sufficient number of employees and servants for rendering quick service to the persons and families.
6. That the licensee shall place and continue to keep in the aforesaid premises all necessary equipments and shall not remove any item from the said land thereof without previous approval of the licensor.
7. That the licensee shall not display or exhibit pictures, posters, statutes or other articles which are repugnant to the morale or art of indecent, immoral or other improper character. It is expressly agreed that the decision of the licensor in this behalf shall be conclusive and binding on the licensee and shall not be a subject matter of dispute.
8. That the licensee shall not display or exhibit any advertisements or play-card or put upon any hoarding in any part of the interior or exterior other than those permitted expressly in writing by the licensor.
9. That the licensee shall have no right, title or interest in the premises licensed to him nor shall he be deemed to have exclusive possession thereof, except the permission to use the said site.
10. That the licensee shall not be entitled to allow any other person to use the premises in his stead or to use any part thereof. In the event of the death of the licensee, or the licensee becoming insolvent, or dissolved if it is a partnership firm prior to the expiry of the period fixed hereinafter, the licence shall stand terminated automatically and the legal representatives of the licensee shall not be entitled to use the premises. However, with the express approval of the licensor in writing the legal heirs or representatives may be permitted after discharging any liability that the licensee may have incurred remove the goods and other equipment that may be found at the licensed premises but in case the goods are not claimed by the legal heirs/representatives within four weeks of the demise of the licensee, the licensor may by public auction dispose of the same.
11. That the licensee shall pay the cost of light, power and water consumed by him at the said land as per the demand of the authorities concerned.
12. That the licensee shall also pay all licence or other fee or taxes payable to the government or municipal or local bodies concerned in connection with the business/ facilities at the said land
13. That the licensee shall cater to the needs of the Covid patients and families and the persons connected with them and failure to cater to the needs of those persons for a continuous period of seven days shall amount to a breach of the terms of this licence.
14. That if the licensee desires to close down the business within the period of licence, he will have to serve a notice of one months in advance from the date he proposes to close down the business.
15. That notwithstanding the other rights, the licensor may in its sole discretion and on such terms as may be considered reasonable by it grant relief to the licensee against forfeiture of security deposit, imposition of interest or determination or revocation of the licence

16. That the licensee shall abide by all rules, regulations, orders and instructions that the licensor may from time to time make or adopt or issue for the care, protection and administration of the and the general welfare and comfort of patients, their families, citizen, and other connected persons.

17. That the licensor shall not be responsible for the safety of premises or facilities established thereupon or any other material or articles belonging to the licensee and also shall not be liable for any damage or injury to the property of the licensee lying at any time in, on, upon or around the said land from any cause whatsoever.

18. That the overall control of the said land and supervision of the facilities established thereupon shall remain vested with the licensor, whose officers or authorised representatives shall have access to at all reasonable hours to the said premises or any part thereof.

19. That the licensor shall have the right to revoke the licence in the event of breach of any of the terms and conditions of this licence specified herein.

20. That the licensor 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.

21. That on expiry of the period of the licence or on determination or revocation of the licence under the terms and conditions hereof, any belongings of the licensee found in said land shall be liable to be sold through public auction unless claimed within a fortnight of the expiry of the period of licence or determination or revocation of the licence as the case may be. The licensor shall be entitled to appropriate out of the proceeds of such sale, the amounts due to the licensor from the licensee and also after deducting cost of administration and auction of those belongings, and the balance, if any, shall be paid over to the licensee or his legal heirs, representatives, etc., as the case may be.

22. That the licensor shall have the right to terminate the licence after giving one month's notice without assigning any reasons thereof.

23. That in case, the facility on the said land is destroyed or damaged by any natural calamity or riot or civil disturbance so as to make it unfit for use by the licensee, the licence shall stand determined automatically.

24. That in case of any dispute arising between the licensor and the licensee in respect of the interpretation or performance of any terms or conditions of this licence, the same shall be referred to the sole arbitration of the Vice-Chairman, Delhi Development Authority whose decision thereon shall be final and binding on both the parties. The licensee shall not object to the Vice-Chairman of the Delhi Development Authority acting as sole arbitrator on the ground that he had dealt with the case or has at some stage expressed opinion in any matter connected therewith.

25. That nothing herein contained shall be construed as conferring upon the licensee any right, title or interest in respect of, over, in or upon the premises and the property of the licensor.

26. That the dealing of the licensee/his employees with the citizen/ public/ patients/ their families shall be polite and courteous and he shall not indulge in or suffer any antisocial activities. The licensee shall also not indulge in any activity which may cause harm to the interest of the Delhi Development Authority or its employees.

27. That if the licensee allows credit he will do so at his own risk and the licensor will take no obligation whatsoever in this regard and no request or claim from the licensee will be entertained on this account.

28. That the licensee shall allow the representatives and the authorised staff of the licensor to enter upon the premises/ site in order to inspect and execute any structural repairs/ additions or alterations, at the site, check water and sanitary conditions or do renovations which may be found necessary from time to time by the licensor and for the purposes connected therewith and for the compliance of terms and conditions of any work relating to repairs/ additions/ alterations or other damages that may be caused during the course of installation of any fitting, fixtures, etc., or owing to the inspection of the premises.

29. That the licensee shall be responsible for all damages or loss of property due to the reasons for which he or his servants are directly responsible and shall be liable to make good any loss or damage that may be sustained by the licensor except those due to normal wear and tear or such as is caused by storm, earthquake or any other natural calamity beyond his control. The decision of the licensor in regard to the extent and quantum of compensation, if any, to be paid to it shall be binding upon the licensee.

30. That the premises allotted shall not be used for residential purpose or for a purpose other than that for which it is allowed. The licensee shall not be permitted to utilise the premises or to carry on any other trade along with the authorised business of the licensee during the period of his licence.

31. That the licensee shall not keep any animal or conveyance in or outside the premises.

32. That the licensee shall also comply with the Terms and conditions and instructions given in the schedule attached hereto. Any default of any condition specified in the schedule shall be deemed to be a default or violation of condition of this license.

33. That in case any amount becomes due against the licensee in respect of any matter covered under this licence, the same shall, on, the failure of the licensee to pay within the time prescribed, be recovered as arrears of land revenue.

34. That all or any of the powers vested in the licensor under these presents in respect of the grant, determination, revocation, cancellation or restoration of this licence or recovery of any dues in respect thereof or connected therewith shall also be exercised by Vice Chairman, Delhi Development Authority, Delhi and the licensee shall have no objection whatsoever in this respect.

IN WITNESS WHEREOF the parties to the agreement have signed this deed on the day first abovementioned a true copy thereof signed by both the parties has been retained by the licensee.

Licensor

(Delhi Development Authority)

Licensee

Witnesses: 1..... 2.....

SCHEDULE TO THE LICENSE DEED

(see clause 32 of the License deed)

Additional terms and Conditions of License and Instructions

1. Nature of Usage Allowed by DDA:

- i. The allowed usage for the said sites shall be for the purposes of infrastructure relating to combating Covid only.
- ii. The site is given on license on 'AS IS WHERE IS BASIS'.
- iii. The licensee is allowed to erect temporary pandal/structure/canopy and install related electrical and other civic infrastructure (porta cabin for guard's rooms / public utilities/bathrooms etc) at the said site.
- iv. No pucca structure of any kind will be made/constructed/erected by the licensee in any space during the contract period failing which the contract shall be terminated. Oxygen generation plant, if any, shall be installed in temporary removable structure only.
- v. That all such structures shall have to be removed by the selected licensee at the end of the contract period and site shall be returned to DDA in the same condition as on the time of handing over of site.
- vi. The licensee shall be responsible for safety and security at the said site.
- vii. Adequate communication and public address systems for assisting in emergency will be the responsibility of the licensee.
- viii. On sites where electricity / water connection is there, the licensee shall pay the necessary charges towards electricity / water usage. On sites, where no connection is available, it shall be the responsibility of the licensee to obtain the connection from the concerned utility agencies.
- ix. Any infrastructure development on site, if required, will be done by the Licensee at his own cost without any liability of DDA.
- xii. All necessary permissions from local authorities and from different departments/agencies shall have to be obtained by the Licensee and DDA shall not be responsible in case of any default caused by the licensee. **No remission in license fee will be allowed under any circumstances.**

2. Specific Purpose for which the allotment, and the period of allotment shall be made will be specified in the Allotment Letter and License deed at the time of allotment. The Licensee can use the land only for such specific purpose, and no other purpose. The license shall be deemed to be cancelled on the date of expiry of license.

3. In case the Licensee fails to –

- a. set-up and operationalize the infrastructure within the prescribed period of allotment, or
- b. continue operations during the license period, or
- c. Uses the land for any other purpose, other than the purpose for which the allotment was made

the license and allotment shall be deemed to be cancelled / terminated, and the occupation shall be treated as illegal occupation. Further, the Licensee shall be liable to pay damages for such illegal occupation

4. In case, the Licensee fails to handover peaceful possession of land upon the expiry of License or termination of License as the case may be, Security deposit shall be forfeited, and without prejudice to the rights of DDA to evict the occupier, the occupier shall be liable to pay damage charges for the period of such illegal occupation.

5. The License shall be non-transferable and non-renewable. Upon expiry of the License, the Licensee shall vacate and surrender peaceful possession of the premises, in good and habitable condition, to the Licensor. In case of failure to handover possession on due date, damages shall be levied.

6. **Other Obligations of Licensee**

- i. Fire Safety norms will be adhered to by licensee while booking function and erecting any structure at the site and NOC to be obtained from the Fire Department by the licensee and shall adhere to the conditions of fire safety.
- ii. The licensee will ensure the space for proper parking of vehicles to avoid the Traffic congestion. Parking management will be solely responsibility of the licensee and he shall ensure availability of proper parking space, and also ensure no guests park the vehicles in the neighborhood streets.
- iii. The licensee will follow the guidelines of Disaster Management and obtain necessary clearances from concerned bodies as and when needed.
- iv. Proper cleanliness should be maintained by the licensee and arrangement be made for solid and liquid waste disposal separately in co-ordination with the concerned local bodies/MCDs and will also abide by Swachh Bharat Mission rules notified in this regard and various directions issued by various authorities from time to time. He shall ensure that no waste shall be unauthorisedly dumped/discharged in violation of above rules.
- v. Licensee will ensure that no water logging occurs on the site to avoid spreading water borne disease in the vicinity.
- vi. The licensee should follow the guidelines of Hon'ble Supreme Court orders/rules issued by Competent Authority with regard to water/Noise/Sound/Air Pollution.

- vii. The licensee should ensure that unlawful/illegal activity should not take place on the sites and proper law and order should be maintained during various functions.
- viii. The licensee shall ensure segregation of recyclable plastic/non-biodegradable and biodegradable waste, and appropriate disposal of the same.
- ix. The licensee shall have to abide by all the relevant directions of DDA, Orders/Directions of the Courts of law related to such sites in question in addition to the terms of this E-Auction.
- x. The licensee shall be responsible for ensuring that no nuisance or traffic hindrances/disturbances are created due to any function organized in the ground licensed to him. The licensee shall be solely responsible to the Law enforcement authorities.
- xi. The licensee shall ensure that best quality fire resistant tent/ shamiana & electrical fittings are used during any function.
- xii. The licensee shall ensure that entry cum exit gates of the tented premises/pandals are kept sufficiently wide and remain open all the times during the function.
- xiii. In the event of violation of any terms & conditions by the licensee during the contract period, DDA shall have full right to cancel the agreement and the entire security amount deposited with DDA shall stand forfeited.
- xiv. The licensee shall be responsible for all statutory taxes and payments to different agencies and indemnify DDA from the same.
- xv. The licensee shall also absolutely comply with all the extant laws as applicable to the Government of NCT of Delhi/UOI etc.
- xvi. The Licensee shall ensure that infrastructure upgradation, if any, is within the Norms of Master Plan and Building By-laws, and permission of appropriate statutory authorities are obtained.
- xvii. Licensee shall ensure that no damage to trees, plants is caused within as well as around the premises during the infrastructure upgradation work or during organizing of events.

7. Site Termination by DDA prior to end of contract period:

- i. In case of termination of the contract by DDA prior to end of validity period in accordance with the terms and conditions of the e-auction, the licensee will be liable to pay proportionate license fee up to the date of termination for contract.
- ii. DDA at any time may take back the physical possession of the site if the site is required for any development project with the approval of Competent Authority.

8. No Liability of DDA

- i. DDA will not be responsible or liable on any account for any incident whatsoever at these sites.
- ii. The licensee shall indemnify and keep indemnifying the DDA in respect of the losses or damages or expenses of litigation in connection with the sites.
9. DDA reserves the rights to carry out inspection by any official of the DDA to ensure that management of these sites is being done as per License terms and conditions and directions of DDA from time to time.
10. **No Tenancy Rights / Title / Interest:**
- i. The permission by DDA shall be for a limited period and only for use as per Allotment terms and conditions and agreement related thereto. This does not create any tenancy rights enjoyable by the selected licensee.
- ii. The land of such sites shall always remain the property of DDA and the licensee shall not claim any right/title/or interest to any right or any nature of easement in relation to or respect thereto.
11. In case premises are not vacated upon the expiry of License tenure, Security deposit will be forfeited and in addition per day charges as per the current booking policy shall become payable for the excess period.
12. **DDA'S RIGHTS AND PRIVILEGES**
- (a) In the event of violation of any terms & conditions by the licensee during the contract period, DDA shall have full right to cancel the agreement and the entire security amount deposited with DDA shall stand forfeited. No compensation towards cost of infrastructure investment shall be payable in case license is terminated on violation of License Terms and conditions.
- (b) **Penalty :** If any violation of any of the conditions prescribed is detected, a penalty of Rs. 10,000 per day/event of violation will be levied against the licensee. Further, he will also be black listed and not allowed to participate in future activities of DDA.
- (c) DDA reserves the rights to carry out inspection by any official of the DDA to ensure that management and maintenance of the site is being done as per terms and conditions and directions of DDA from time to time.
- (d) **Reduction / Condonation/ waiver of Penalty :** Vice Chairman, DDA shall have the rights to reduce / condone / waive the penalty, full or in part, at his sole discretion, considering the facts and circumstances of the violation and gravity of the same.
- (e) Any of the following events shall constitute an event of default by the Applicant entitling the Competent Authority to terminate the agreement with the Licensee:
- i. Failure to pay the license fee within stipulated time.
- ii. Upon occurrence of any of the defaults, the DDA would follow the procedures of issuing time bound Notice/Show Cause before deciding on termination of the agreement. The decision of the DDA shall be final and binding on the Licensee.

(f) In case of any dispute arising between licensor i.e. DDA and the licensee in respect of interpretation or performance of any terms & conditions of this agreement, the same shall be referred to the sole arbitration by the Vice Chairman, DDA or by the sole arbitrator appointed by VC, DDA - whose decision thereon shall be final and binding on both the parties.

(g) The licensee shall not object to the Vice Chairman, DDA's action as sole arbitrator on the ground that he had dealt with the case or has at some stage expressed opinion in any matter connected herewith. No arbitration shall be allowed without depositing EMD, six months bank guarantee and license fee.

13. Licensee shall indemnify and hold harmless DDA and their employees from and against all claims, damages, losses and expenses arising out of or resulting from Licensee's negligence or breach in execution of this agreement. Licensee shall keep DDA indemnified as harmless for any losses / injuries in use / operation for vacant land/open space

14. FORCE MAJEURE

(i) Force Majeure is herein defined as any cause, which is beyond the control of the selected Licensee or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

(a) Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,

(b) Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

(c) Terrorist attacks, public unrest in work area;

(ii) Either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations.

(iii) The Licensor or the Licensee shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.

FORMAT FOR BANK GUARANTEE

BG No.

Date:

1. In consideration of you Delhi Development Authority, Government of India, New Delhi —110007 (hereinafter referred to as the —Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of Applicant Agency], (hereinafter referred to as the Proposer (which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for grant of License for utilizing Land at <Location> for establishment of facilities related to combating CoVID in the community, we [Name of the Bank] having our registered office at [registered address] and one of its branches at[branch address](hereinafter referred to as the —Bank), at the request of the Proposer, do hereby in terms of relevant clause of the Public Notice issued by DDA, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Public Notice and Terms and Conditions of Allotment therein, by the said Proposer and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in fig ures] ([in words])(hereinafter referred to as the —Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Proposer if the Proposer shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Public Notice or the License deed in pursuance of grant of the License.
2. Any such written demand made by the Authority stating that the Proposer is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Public Notice and Terms and Conditions therein or the License Deed shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Proposer is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Public Notice and the License deed, including without limitation, failure of the said Proposer to keep its proposal valid during the validity period of the Proposal as set forth in the said Public Notice, and the decision of the Authority that the Proposer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Proposer or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Proposer or any other person and irrespective of whether the claim of the Authority is disputed by the Proposer or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Proposer to fulfill and comply with the terms and conditions contained in the Public Notice and the License deed including without limitation, failure of the said Proposer to keep its Proposal valid during the validity period of the Proposal as set forth in the said Public Notice for any reason whatsoever. Any such demand made

on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 360 (three hundred sixty) days from the Date of issue and a further claim period of thirty (30) days or for such extended period as maybe mutually agreed between the Authority and the Proposer, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Proposer or the Bank or any absorption, merger or amalgamation of the Proposer or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be titled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Public Notice or License deed or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Proposer or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Public Notice by the said Proposer or to postpone for anytime and from time to time any of the powers exercisable by it against the said Proposer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Public Notice or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Proposer or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Proposer or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise here under shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered a tour above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Proposer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Proposer or any other person and which shall , at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 here of, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. / Ms. [name], it's [designation] and authorized official. (Signature of the Authorized Signatory) (Official Seal)

Notes:

The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.