

DDA OFFERS COMMUNITY HALLS

[ALLOTMENT ON LICENSE BASIS]

DDA

DELHI DEVELOPMENT AUTHORITY

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1. DEFINITIONS

For purposes of the agreement (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where in the context otherwise requires :

1. 'DDA' shall mean Delhi Development Authority on whose behalf Vice-Chairman or any officer authorized by the Authority shall execute and sign the correspondence and documentation.
2. Competent Authority shall mean the Zonal Chief Engineer, Delhi Development Authority or any other officer so appointed by rules, order or delegation by the L. G. of Delhi.
3. 'The applicant' shall mean the Residents Welfare Association or other registered Society, Govt, Semi Govt, Autonomous bodies of Central/State Govt. active in the area for carrying out social activities, who intend to operate and manage the Community Hall.
4. 'The intending Licensee' shall mean an applicant whose offer has been accepted by the Authority and who has been sent a written communications confirming the same.
5. 'The Scheme or Project' shall mean the Community Hall at Delhi / New Delhi under jurisdiction of DDA.
6. 'The Chief Engineer' shall mean the Zonal Chief Engineer of the DDA, currently holding office or his successor in office and shall also include any officer authorized by the Zonal Chief Engineer in this behalf.
7. 'The proposal' shall mean the complete offer with EMD herein contained.
8. 'The letter of Acceptance' shall mean communication by the Authority conveying intention of accepting the offer.
9. 'MCD' refers to three Municipal Corporation of Delhi i.e. NDMC, EDMC and SDMC.
10. Wherever the word, "Allotment of Community Halls" is mentioned, it shall be purported to mean, "allotment of Community Hall on License fee basis".

2. About the Proposal

2.1 Title to the Premises.

The Delhi Development Authority (DDA) was constituted under the provision of Section 3 of the Development Act, 1957. The above mentioned premises are governed by the Delhi Development Act, 1957 and Rules and Regulations framed there under;

2.2 Objective

The objects of the Authority according to Section-6 of Delhi Development Act, 1957 are “to promote and secure the development of Delhi according to plan and for that purposes the Authority shall have the power to acquire, hold, manage, and dispose of land and property”. Delhi Development Authority in its objective to develop Delhi is committed to providing spaces to meet all around development and to fulfill aspirations of the people of Delhi. The Community Halls have been built by DDA in its residential pockets to serve as a mode for socio-cultural activities of the neighborhood. It has been found, however, that at present they are being used mainly for weddings. This use is seasonal. There is scope to use these locations for providing other facilities to the Community after up-gradation such as the following :

- Reading room/Library.
- Indoor Games such as table tennis, billiards, badminton etc.
- Cafeteria.
- Internet Kiosk.
- Temporary hobby courses.

The Community Halls can thus be modelled as multi-activity community halls; DDA has the space and shell for the activities. On the other hand, these activities are best developed and managed by the local residents themselves.

The Licensee would be allowed to collect subscription from members at rates fixed by DDA from time to time. Membership for utilization of the facilities would be regulated in accordance with rules framed in this behalf by DDA.

It is with this aim that Delhi Development Authority is offering Community Halls to RWAs, or other registered societies active in the area.

2.3 List of Community Halls offered is available at Annexure - VIII

2.4 Procedure for allotment of Community Hall :

(i) The Community Hall, whose cost of construction has been proportionally taken from allottees at the time of allotment of flats shall be handed over to concerned RWA.

(ii) The Community Halls inside the boundary wall of Housing Schemes and cost of construction shared by the allottees shall be preferentially allotted to the RWAs. In case, RWA does not come forward, then the same shall be allotted to Societies. The License period shall be 3 years which may be extended further for a period of upto 2 years only once, on receipt of report of satisfactory performance of the Society from the Zonal Chief Engineer and thereafter the procedure of allotment shall be carried out denovo.

(iii) If there are more RWAs registered with Registrar of Co-operative Societies operating in a Housing Scheme, the allotment of Community Hall shall be done in favour of RWA which has scored maximum marks as per evaluation criterion annexed as Annexure - VII.

(iv) However, the DDA shall have sole discretion for such allotment to the RWA or societies or applicant or to run at its own.

(v) The multi-purpose Community Halls constructed which is not the part of Housing Scheme, they shall be booked by DDA online for social functions and portion of the community hall can be leased on License basis to Local RWA, Societies, semi government, government, Autonomous Bodies both State and Central Govt. for the activities such as Reading room, Library, Gymnasium, Indoor games such as Table Tennis, Badminton etc. Internet Kiosk, Yoga, Hobby courses, Music concert, Performing arts, Film festival, Exhibition of paintings, Sculpture, Plastic arts, Plays, Puppet shows, Magic shows, Social and cultural activities, Skill development or any other welfare activity for the residents as decided by the committee.

However, the entire multi-purpose Community Hall can also be considered for lease on license basis to Local RWA, Societies, semi-government, government, autonomous bodies both State and Central Govt.

3. General Terms and Conditions of the offer:

3.1 Registration

The RWA/Society/applicant etc. must be registered under Societies Registration Act, 1860 (20 of 1860) and shall also have to get themselves registered with Delhi Development Authority. The RWA/Society shall update their registration with DDA at the time of renewal/extension of License.

In case of any changes in the constitution, the Society/RWA/applicant will have to get itself registered de-novo.

For new registration, the following documents are to be submitted online & Director (IL) in turn shall verify the uploaded documents of the RWA/Society etc. and after verification, forward the same for registration to Director (System). The documents required for registration are as under :

- i) Applications signed by the executive officer of the Society.
- ii) Registration certificate with Delhi Government
- iii) Memorandum/Bye laws of RWA/Society/applicant etc.
- iv) Proposal for registration of RWA / Society/applicant in DDA
- v) IT Return of immediate previous one year.
- vi) Copy of PAN Card
- vii) Copy of ID proof of all members
- viii) Copy of proof of Bank account in the name of RWA/Society/applicant etc. to be registered & to be operated for this purpose.

At the time of renewal of all registration, the Society/RWA/applicant etc. shall file an undertaking/certificate that there is no change in their constitution / other particulars. In case of any change(s), the Society/RWA/applicant will have to get itself registered de-novo.

3.2 Certificate.

The RWA/Society/applicant shall submit an undertaking on the requisite stamp paper that the office bearers of RWA/Society/applicant has no cognizable offence registered and not convicted in any such case in the past.

3.3 Withdrawal of Community Hall.

Delhi Development authority reserves the right to withdraw the allotment of Community Hall in case of concealment of any fact or mis-representation, violation of the terms & conditions without any liability or claim of damages & losses from the RWA/Society/applicant to whom the Community Hall has been allotted.

3.4 Due Diligence.

It shall be presumed that the applicant has the knowledge of the premises and has inspected the layout plan available with respective Executive Engineers and examine the Community Hall they wish to take for operation and management at their own expense and obtain and

ascertain on their own responsibility all information, technical data, market study etc. including actual conditions, existing services which may or may not have to be shifted/removed/replaced etc. It shall be presumed that all these factors were accounted for by the Applicant.

- The applicant shall deem to have full knowledge of the site, whether he inspects it or not.
- The data/drawings information supplied along with the offer be treated as approximate and the applicants is expected to have collected all information in connection with the offer and should have satisfied himself before applying.
- Site visits may be arranged by contacting concerned Executive Engineer in-charge of the respective Community Hall.

3.5 a) License fee.

(i) Community Halls without A. C. :

The license fee inclusive of Service Tax for a Community Hall built on a plot of 1000 sqm or below will be Rs. 2000/- per month payable on yearly basis in advance and for Community Halls built on a plot area above 1000 sqm will be Rs. 4000/- per month payable on yearly basis in advance.

(ii) Community Halls with A. C. :

The license fee inclusive of Service Tax for a Community Hall built on a plot of 1000 sqm or below will be Rs. 4000/- per month payable on yearly basis in advance and for Community Halls built on a plot area above 1000 sqm will be Rs. 8000/- per month payable on yearly basis in advance.

b) Enhancement of License Fee :

After initial period of 3 (three) years, the License fee shall be enhanced @ 10 % per annum on yearly basis.

c) Levy of interest payment/penalty:

In case of delay in payment of License Fee beyond 10th day of the due month, an interest @ 12% per annum counted on monthly basis shall be payable.

3.6 Earnest Money Deposit. (EMD)

The applicants will submit the proposal for the licensing of Community Hall. The project report shall be associated with Earnest Money. The earnest money of Rs. 5000/- shall be payable at the time of bidding by all bidders only by DD / Pay Order drawn in favour of Delhi Development Authority, New Delhi. Cheque or cash will not be accepted. No offer shall be accepted if not accompanied by earnest money deposit. The above amount for Rs. 5000/- in excess of annual license fee shall be adjusted against the dues of the successful bidder without interest.

The earnest money deposit paid by the applicants, whose offers have not been accepted, shall be refunded to them without any interest within a reasonable time. The same shall be sent by registered post. The advance deposit shall not be adjusted against any other scheme.

3.7 Validity of offer

The applicants shall keep the offer valid for acceptance by the Authority for a period of 6 months. If the applicant withdraws his offer within the period of 6 months, earnest money paid by him shall be forfeited.

3.8 Right to reject Tenders/offers.

In case of more than one offer for the same Community Hall, the allotment of the Community Hall shall be done in favour of RWA/Society/applicant which has scored maximum marks as per Evaluation Criterion annexed as Annexure – VII. In case RWA is not available, the society active and residing in the locality or nearby and governed under Nazul Rules only shall be considered. Delhi Development Authority reserves the right to reject any/all offers without assigning any reasons.

Notwithstanding anything contained in this policy, the DDA reserves the right to accept or reject any tender / offer and to annul the Selection Process and reject all Tenders / Offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

The DDA reserves the right to reject any Tender / offer if :

1. At any point of time any suppression / concealment of fact or misstatement or misrepresentation or fraud is discovered, or,
2. The Applicant does not provide, within the time specified by the DDA, the supplemental information sought by the DDA for evaluation of the Proposal.

3.9 Security Deposit.

The Security deposit will be equivalent to the quarterly license fee.

In case of any confusion/clarification on any issue the reference may be made to the Land Disposal Wing.

3.10 Charges.

3.10.1 Stamp duty and other Legal documentation charges.

Shall be borne by the licensee.

3.10.2 Electricity/Water and other charges.

shall be borne by the Licensee. It shall be ensured that all dues are cleared by the respective RWAs/ Societies/applicants including property tax, as per terms and conditions. Periodical review may be done by concerned zonal Superintending Engineer. If necessary, the concerned Superintending Engineer shall take up the matter with DJB/Electric DISCOM with the request to send the updated/latest bills of water and electricity in respect of the allotted community halls to concerned RWAs/Societies/applicants.

3.10.3 Incidence of Property tax.

As levied by the Municipal Authorities of Govt. of NCT Delhi and is to be borne by the licensee, over and above the License Fee. The property tax for the premises shall be fully reimbursed to DDA by the Licensee within one month from date of communication of demand by DDA to the Licensee. Any increase in the liability on account of change in the tax structure will also be borne by the licensee.

3.10.4 Other statutory dues.

All statutory due and charges for the use and maintenance of the licensed premises including property tax will be borne by the licensee. If there is any default in payment of any statutory dues, the licensor will be entitled to revoke the lease/license.

3.10.5 Payment of License fee

The successful applicant shall deposit the license fee on yearly basis in advance. The license fee for first year shall have to be deposited within period specified in letter of acceptance before taking over the possession of Community hall. If the intending Licensee fails to pay the license fee within the stipulated period, the security deposit shall be forfeited. In case, the intending licensee fails to make timely payment on account of charges as detailed in para 3.10, DDA reserves the right to cancel the license and the premises shall stand resumed by DDA on such cancellation.

3.11 Signing the license agreement.

The intending licensee shall sign a license deed with the licensor after payment of the license fee. The prescribed format is annexed as Annexure-VI. The possession of the Community Hall will be handed over only after the signing of the agreement.

3.12 Management of the Community Hall : General Guidelines.

- (i) The site is offered on as is where basis for being managed and operated by licensee for the usages as described in para vii & ix given below.
- (ii) No permanent construction would be permitted.
- (iii) Temporary alterations and modifications may, however, be made with the prior consent of the licensor. Applicants are advised to indicate the temporary modifications to the community hall they propose to carry out while submitting the offer form in the technical offer. DDA may accept or reject the proposal on temporary alterations and modifications after examination. Where DDA does permit temporary modifications, these modifications would be carried out by the licensee at his own risk and cost.
- (iv) The project management shall be in accordance with the spirit of the community hall as a public place.
- (v) The community halls would be allowed to be booked to the bona-fide members of the RWA/Society/applicant and other residents of the area for marriages. The same shall not exceed the rates which are fixed by DDA for Community Halls, "on-line booking" policy enforced for marriages.
- (vi) The licensee shall abide by the fire safety rules and all other Rules and Regulations as stipulated in the relevant statues, codes and orders as the case may be.
- (vii) Activities which the licensee would be required to add to the community hall are a mix of the following :
 - Reading Room/Library.
 - Gymnasium (if space permits)
 - Indoor Games such as table tennis, badminton etc.

- Cafeteria.
- Internet kiosk / STD booth (if space permits).
- Conference Room for the use of RWAs / Societies/applicants and residents with permission of executive committee.

Entry will be allowed to be regulated so as to prevent mischief and unlawful activities. The decision on whom to allow shall be taken by the Executive Committee of Community Hall.

- (viii) The applicant is advised to indicate the mix of activities proposed to be provided in the application. Provisions of these facilities would be binding on the licensee, and license would be liable to cancellation, if the facilities are not opened to public within three months of grant of license.
- (ix) Other activities which are permitted in the Community Hall are as follows :
- a) Yoga
 - b) Hobby courses.
 - c) Music concerts.
 - d) Performing arts
 - e) Film festival
 - f) Exhibitions of paintings, sculpture and plastic arts
 - g) Plays
 - h) Puppet shows
 - i) Magic shows
 - j) Social and cultural activity similar to those above (i/c marriages)
 - k) The RWA or the Society or the applicant would be entitled to use the premises for their own activities on certain days and hours subject to the approval by the Executive Committee.
 - l) Skill development training programme or any other welfare activity for the residents
- (x) Activities not permitted in the Community Hall or open spaces.
- a) Alcoholic drinks
 - b) Gambling
 - c) Other activities causing nuisance to the neighborhood.
- (xi) The licensee would be allowed to restrict entry to the premises to the bona-fide members of the Community.
- (xii) Membership would be allowed to members of the neighbouring community. The neighbouring community would include purchasers of DDA flats or tenants.
- (xiii) Currently, entry fee at the rate not more than Rs. 1000/- per member per year and monthly subscription of not more than Rs. 100/- for the member and Rs. 50/- for each dependent would be allowed to be levied. The fees may be revised on the cost of providing the services.

- (xiv) Dependent would include children, parents or other members of the family of the member who are normally residents. For this purpose, proof of residence would be necessary in the membership application form.
- (xv) Guests when accompanied by members or his dependents would be allowed to use the community halls facilities on payment of entry fee which should not be more than Rs. 10/- per guest per entry.
- (xvi) Members would be entitled entry to the premises of the community Hall and to use of the facilities therein free of any additional charge.
- (xvii) The Journals and the newspaper to be subscribed by the Community Hall would be decided by the Executive Committee of the Community Hall in keeping with the choice of the members, subject to an overall budget which the Executive Committee may set out at the beginning of each year.
- (xviii) Publications which are obscene may not be subscribed to by the Community Hall.
- (xix) Members would be bound to observe the rules and regulations of the Community Hall.
- (xx) The rules and regulations of the community Hall would be framed by a committee to be called the 'Executive Committee' and to be displayed on the Notice Board.
- (xxi) The Executive committee shall include two representatives of the DDA, one EE (Concerned) from the Engineering wing and DD (LM) of area concerned and two representatives of the licensee. A representative of the registered RWA or RWAs of the area concerned/applicants and one member from residents would be invitees. The right of voting would be limited to the representatives of the licensee and the representatives of the DDA.

The decision of the 'executive committee' would be on the basis of consensus.

Where a consensus is not reached, the 'executive committee' would refer the matter through the representative of DDA to the Zonal Chief Engineer, DDA, whose decision would be final and binding. Zonal Chief Engineer, DDA may decide the issue himself or direct one of his officers of DDA to arrive at a decision. The licensee would be bound to follow the procedure and decision of the Zonal Chief Engineer.

- (xxii) The financial statements of the licensee pertaining to community hall would be prepared separately from the accounts of the RWA/Society/applicant as the case may be. These statements for each year would need to be audited and submitted to DDA by June 30 of the year.
- (xxiii) A separate account would be opened in the name of the Community Hall. The account would be jointly operated by one representative of the licensee. An amount of Rs. 10,000/- or more can not be drawn except jointly by the representative of DDA and representative of the licensee. Excess of income over

expenditure in a year would be allowed to be used for incurring improvements and upgradation of the facilities. This ensures for the safety of Community Hall. The expenditure details as prepared by Chartered Accountant shall be submitted to the department.

- (xxiv) At the end of the period of license or termination of license before the expiry of license, the amount outstanding to the credit of the Community Hall would remain to the credit of the Community Hall and would be allowed to be used for upgrading of the Community Hall or operation and maintenance by DDA or the next licensee.
- (xxv) If there are accumulated losses, and the license is not renewed or terminated, the applicant would be required to make good the accumulated losses in proportion of their numbers. No liability shall pass on to DDA as to the Community Hall and its assets.
- (xxvi) The licensee shall not be entitled to sublicense the premises or part with the possession thereof in any manner whatsoever.
- (xxvii) The total maintenance of the premises should be sole responsibility of licensee to whom this Community Hall has been given for operation and management of the same.
- (xxviii) In respect of Community Hall where extension is recommended by the concerned Executive Engineer, he shall annex with his recommendation receipt of upto date payments of all dues not limited to Electricity, water, property tax and other expenses on account of maintenance alongwith an undertaking of licensee to pay if there is any shortfall.
- (xxix) The RWA/Society/applicant will have to ensure that all bookings shall be subject to environmental laws, court orders /NGT orders and consequence of any violation thereof shall be exclusively borne by the Applicant.
- (xxx) The RWA/Society/applicant shall take an Undertaking with respect to noise pollution, waste management & health measures etc. from the booking party. The RWA/ Society/applicant shall take deposit not less than Rs. 10,000/- while granting permission to organize functions as per notification dated 14.2.2000 by Ministry of Environment & Forest and guidelines issued by Hon'ble Supreme Court of India. This amount should be released after one week of the function provided there is no negative police report of any violation.
- (xxxi) The RWA/Society/applicant will have to ensure the fire safety norms prescribed from time to time by the Chief Fire Officer, GNCTD. DDA shall have no responsibility of any fire accident or otherwise due to RWA/Society's/applicant's slackness, carelessness or sheer negligence.
- (xxxii) The RWA/Society/applicant will have to ensure compliance of the guidelines / directions issued from time to time by the Hon'ble Green Tribunal / Hon'ble Supreme Court for the control of Pollution.

3.13 Encroachment.

The intending licensee shall not encroach or allow to encroach in any manner upon any adjoining premises, road, corridor, pathway or footpath or any part of the area beyond the licensed area for common use in any manner whatsoever. Any such encroachment shall be deemed to be breach of this agreement making the license liable for cancellation. All payments made stand forfeited in case of such an event.

3.14 Signages.

The signages temporary or permanent are to be installed at spaces pre-defined by DDA. In case need for additional space is felt, licensee must take prior permission from DDA indicating the specific requirement. While considering such permissions DDA may prescribe fee for the same. Any violation in installation of signages with respect to its location, size or any other factor shall be termed as breach of contract. The intending licensee is free to put signage of his identity, but invariably the sign should indicate that the RWA / Society/applicant is a licensee and DDA is the owner of the premises.

3.15 Validity of License.

The license period granted initially shall be for three years only, which may be extendable further for a period of upto two years only once by competent authority subject to their satisfactory performance after verifying the facts by DDA field staff, that the RWA/Society/applicant has not breached any clause of the License deed & has operated and managed the Community Hall in accordance with the rules and regulations for this period and thereafter the procedure of allotment shall be carried out denovo.

The validity or extension of License shall not preclude DDA from taking control of the Community Hall/Centre in case the DDA detects or comes to know of any violation of the terms and conditions of the Scheme and the License Deed, by giving seven days notice.

3.16 Extension of time for completion & commencement of Business.

The Community Hall is required to become operational within four months from the date of communication of acceptance by DDA. No extension in this regard shall be granted and the License shall be liable to cancellation in case the community hall with the facilities required is not completed within four months from the date of allotment. However, if the Zonal Chief Engineer is satisfied that the premises and works could not be opened by the intending licensee within prescribed time, for reasons beyond his control, he may extend the period prescribed for commencement of business for a period not exceeding two months.

3.17 Indemnity

The intending licensee shall keep the Authority indemnified against any and all claims for damage, which may be caused, to adjoining premises or other premises in consequence of the execution of work. DDA shall also be indemnified against all the payments whatsoever which during the progress of the work may become payable or to be demanded by any local authority / any statutory authority, in respect of the licensed area.

The intending licensee shall indemnify Delhi Development Authority against all actions, suits, claims and demands brought or made against it in respect of anything done or omitted to be done by the intending licensee in execution of, or in connection with, the work of the License agreement and against any loss or damage to the Authority in consequence of any action or suit being brought against Authority for anything done or omitted to be done in the execution of this agreement (Refer Format of Indemnity Bond).

3.18 Compliance with statute, Regulations.

The Licensee shall comply with all Statutory Provisions and Regulations, Byelaws etc. in all respects, including paying all fees, taxes in accordance with the provisions of :

- i) Any Central or State Enactment, Ordinance or other Statute, or any regulations, or byelaw of any local or other duly constituted authority in relations to the execution and completion of works and the remedying of any defects therein and,
- ii) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the implementation of the Project.

3.19 Provision for Settlement of Disputes.

In case of any dispute between the parties in respect of interpretation of this agreement or execution of the project as indicated in the offer document, such disputes shall be referred to the Zonal Chief Engineer of the zone. The Zonal Chief Engineer, DDA shall be empowered to adjudicate and decide the disputes by his own or by any of his representative duly authorized by Zonal Chief Engineer, if any, between the parties and the decision taken by Zonal Chief Engineer DDA or his Representative shall be final, conclusive and binding on both the parties. The venue of the arbitration shall be in Delhi.

3.20 Safety Code.

The licensee shall observe all necessary precautions for the safety of works, workers, plant and equipment during transportation, erection, installation etc. as per safety code and rules in force in India during the construction and operation period.

3.21 Operation and Maintenance.

The Licensee would be permitted to give out the operation and maintenance of certain facilities like gym, cafeteria, etc. on contract to agencies subject to the rules framed there for by Executive Committee in this regard. However DDA shall not indemnify against any dispute.

3.22 Transfer.

The ownership of the site shall continue to be with DDA for the duration of the License. The licensee shall not sublet, transfer assign or create any third party right or interest of any kind on the licensed premises or any third party thereof to any other person. Violation of this clause would be a ground for immediate termination of the license.

The Licensee shall have no right, title or interest in the Licensed property except working permission and DDA being the absolute owner of the Licensed premises can at any time withdraw the working permission of the Licensee by serving an advance notice of seven days by affixing/pasting the same on the Licensed premises in any conspicuous part of the premises.

3.23 Misrepresentation/Fraud/Breach of License terms and conditions.

If it is discovered at any point of time that the license of the premises has been obtained by suppression of any fact or misstatement or misrepresentation or fraud or if there is any breach of the conditions of the License or violation of any of the terms of the License deed, the License may be cancelled by the DDA. In such event, licensee will not be entitled to any compensation whatsoever, or refund of any license fee or any other amount paid by him.

3.24 Right to inspection.

DDA or its authorized representatives or local authorities shall have the right to enter and inspect the licensed premises at all times.

3.25 License only for Community Hall.

The Licensed premises will only be used for the purpose of running and operating the Community Hall as proposed in the letter of intent, and as per terms and conditions mentioned elsewhere in the document and for no other purpose.

3.26 Cancellation of License / Resumption of Premises.

- i) In the event of the intending licensee committing a breach or failing to perform and observe the terms, conditions and stipulations of the Agreement to License, the Zonal Chief Engineer, DDA may terminate the license and resume the premises under the following circumstances.
 - In case of Misrepresentation or fraud of any kind in the tendering process about the applicant.
 - In case of intending licensee fails to complete the required formalities in the community hall to the satisfaction of DDA or such extended time as may be allowed to him in writing by DDA.
 - In case the intending licensee does not proceed with the work with due diligence.
 - In case the intending licensee breaches any of the conditions of the License Agreement.
 - In case the licensee/intending licensee surrenders the License before the expiry of the full License period.
 - In case the Licensee fails to pay the license fee within the prescribed time.
 - In case of non-payment of operations and maintenance charges applicable.
 - Changes activity without prior approval of the DDA in writing.
 - In case the licensee carries on any activity other than the permitted for which License is granted.
 - In case the licensee deprives access to representatives of the DDA or other local/statutory authorities/bodies to enter/or inspect the property.
 - Receipt of non-satisfactory performance report of the Licensee from the Zonal Chief Engineer.

- Change in Constitution / other particulars of the RWA/Society/applicant which has not been disclosed at the time of renewal of registration with DDA at the time of extension of License.
 - Concealment of any fact or misrepresentation, violation of the terms and conditions.
 - Non receipt of Security Deposit within the time specified in the letter of acceptance.
 - Default in payment of Electricity/Water/other charges.
 - Facilities required not completed within 4 months from the date of allotment and either no extension granted or if extension granted, the period of extension has lapsed.
 - Facilities not opened to public within three months of grant of license.
 - Encroachment of adjoining premises, road, corridor, pathway or footpath or any part of the area beyond the licensed area for common use in any manner whatsoever.
 - Violation in installation of signages with respect to its location, size or any other factor.
 - Discovery at any point of time that License of the premises has been obtained by the suppression of any fact or misstatement or misrepresentation or fraud or if there is any breach of the conditions of the License or violation of any of the terms of the License Deed.
- ii) In the event of cancellation of license, the intending licensee, its agent, servants shall not be permitted to enter upon the said premises. The Agreement shall cease. All erections and materials, plants and things upon this premise shall belong to the Authority without making any payments to the licensee and licensee become trespasser.

3.27 Allotment of Community Halls:

- a) The approval for allotment of single/double storey community halls shall be done by the concerned Zonal Chief Engineer.
- b) The approval for allotment of Multi-purpose (Multi-storeyed) Community Halls shall be done by the Committee consisting of Chief Engineer (HQ), Chief Engineer (Zone concerned), Director (LC) under the chairmanship of PC (LD). The approval shall be conveyed by the concerned Chief Engineer of the Zone.

4.0 TENDERING SCHEDULE.

This part shall be finalized by the concerned Zonal Chief Engineer.

4.1 OFFER SCHEDULE.

This sub-head shall be decided by Zonal Chief Engineer.

4.2 Submission of the Technical offer (Envelope-I)

The technical offer document along with the enclosure mentioned therein shall be submitted together with the following.

- Letter of application as per Annexure-I
- The technical RFP form as per Annexure-II (along with enclosures mentioned herein).

The offer document should have the stamp of the RWA/Society/Applicant and signed by the authorized signatory on every page. The envelope containing the technical bid shall be super scribed 'Technical bid' for Community Hall at New Delhi and shall be placed in the Envelope-I.

4.3 Submission of Earnest Money (Envelope-II)

A sealed envelope with Envelope-II containing a demand draft / pay order towards earnest money deposit. Earnest money deposit is Rs. 5000 /-, Demand draft / pay order shall be drawn in favour of Delhi Development Authority, New Delhi. Cheque or cash will not be accepted. No offer shall be accepted if not accompanied by earnest money deposit. This advance deposit will be adjusted in the payment against the first installment of fee payable to the Authority by the successful applicant.

4.4 Lodgement of tender / offer.

Envelope-I containing the Technical bid form and envelope-II containing the Earnest money in form of demand draft / pay order towards the payment of earnest money deposits shall be placed in a single large envelope super-scribed as "An offer for license of Community Hall at _____"

The sealed tenders shall be addressed to the Executive Engineer, and lodged on or before specified date between 10.00 AM to 5.00 PM in the office of

Tenders received by post shall not be entertained.

4.5 Opening of offers.

The Technical offer marked as Envelope-I will be opened on as indicated in press notice at 3.30 PM atin the presence of applicants who wish to remain present.

The Technical offer shall be evaluated/assessed by the Committee in case of Multi-purpose Community Halls & by Zonal Chief Engineer in case of Single/Double storey Community Halls.

4.6 Acceptance of the offer :

The technical qualification shall be at the sole discretion of Zonal Chief Engineer. Due weightage would be given to the track record of the applicant and quality of the envisaged project.

5.0 Evaluation Criteria

5.1 Eligibility

Shall be decided by Zonal Chief Engineer.

5.2 Evaluation

The screening criteria as indicated in Annexure – VII will be applied to the applicant whose application is found eligible. :

6.0 Annexures

- 6.1 Annexure-I, Application and letter of intent.
- 6.2 Annexure-II, Technical offer Form for Community Hall
- 6.3 Annexure-III, Affidavit
- 6.4 Annexure-IV, Financial data
- 6.5 Annexure-V, Form for Indemnity Bond (To be submitted by successful bidder).
- 6.6 Annexure-VI, License Deed (To be submitted by successful bidder).
- 6.7 Annexure - VII, Evaluation Criteria
- 6.8 Annexure - VIII, List of Community Halls

Application and letter of intent

(On letter-head of the applicant including full postal address, telephone no., fax no. telex no.)

To

The Executive Engineer,

.....
.....
.....

Sir,

1. Being duly authorized to represent and act on behalf of (hereinafter the applicant) and having studied and fully understood all the information provided in the offer documents, the undersigned hereby apply as an applicant for the license of community hall site at, Delhi/New Delhi according to the terms and conditions of the offer made by Delhi Development Authority for the said site.
2. Our Technical offer as given as Annexure – II alongwith the enclosures are attached duly filled and signed on each page and enclosed in separate sealed envelopes as specified.
3. The Demand draft / pay order towards earnest money deposit is enclosed in an envelope marked “Earnest Money Deposit” in the Envelope - II
4. DDA and its authorized representatives are hereby authorized to conduct any inquiries or investigation to verify the statements, documents and information submitted in connection with this application and to seek clarification from our bankers & clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in this application or with regard to the resources, experience and competence of the applicant.

5. DDA and its authorized representatives may contact the following persons/office bearers for any further information.

Name of person/s:

Address:

Phone:

Fax:

Name of person/s:

Address:

Phone:

Fax:

Name of person/s:

Address:

Phone:

Fax:

6. This application is made with full understanding that :
- a) Application will be subject to verification of all information submitted at the time of submission.
 - b) DDA reserves the right to reject or accept any offer, cancel the tendering process and reject all tenders
 - c) DDA shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
7. I/We, the undersigned, are authorized office bearers of the RWA/Society/applicant. I/We declare that the statements made, and the information provided in the duly completed application forms enclosed are complete, true and correct in every detail.
8. We have read the terms and conditions of the offer detailed in chapter-3 of the offer document and are willing to abide by them unconditionally.
9. The offer made by us is valid for next six months.

Name:

Name:

For and behalf of :

Annexure –II.

Technical offer form for the Community Hall.

Instructions.

1. This application duly filled in should be submitted between from.....to..... on given date in the office of
2. Each of the pages of the form should be signed by the applicant, or duly authorized agent.
3. Any corrections in this form should be signed by the applicant, or duly authorized agent.
4. Where necessary information may be furnished on separate sheets, which should be signed by the applicant, or duly authorized agent.

Particulars of the applicant.

1. NAME OF THE APPLICANT (Use block letters)_____ .
2. Whether the applicant is competent to contract under Indian Contractor Act, 1872 : Yes/No.
3. Status of the applicant.
 - i. RWA
 - ii. Society
 - iii. Others
4. Applicant's registered office :
5. Year of establishment : _____
6. Brief description of the activities carried on by the Applicant. (If required, kindly use additional initialed sheets).
7. Number of Members as on
8. Names, addresses, and occupation of the members of the Executive Committee.
9. Past activities.
10. A report explaining the concept not exceeding 500 words the proposed project profile for the Community Hall site (Please attach sheet.)

11. The proposed use for the space, please explain how much space will be used for which activity.

12. The total start up investment proposed Activity wise.

- Reading Room/Library
- Gymnasium
- Indoor Games such as table tennis, billiards, badminton etc.
- Cafeteria
- Internet Kiosk
- Conference room (Office space for being used for RWA or other bodies working for the uplift and development of the neighborhood on nominal payment). Entry will be allowed to be regulated so as to prevent mischief and unlawful activities. The decision on whom to allow shall be taken by the Executive Committee.

13. Is the intending Licensee associated with any social, cultural and charitable activity? If so details thereof, if available.

Note : Necessary documents of proof to be attached as required.

Enclosed :

- Affidavit –Annexure-III.
- Documents pertaining to information given in the technical offer
- Financial Information- Annexure-IV.
- Audited Annual report/accounts for the last three years, if available.
- Past experience/capability profile of the members of the Executive.
- Detail project profile/Proposed Development Plan including the following:
Site Plans, artist's impression drawing, write up on the concept plan, proposed mix of facilities, time scheduled for execution etc.
- Indemnity Bond.-Annexure-V.

Annexure-III

Affidavit

(To be given separately by each constituent of the applicant in the case of Joint Venture/Consortium on stamp paper of Rs.10).

I(name) S/o Sh.R/oaged aboutdo hereby solemnly affirm and declare as under :

or

I/we working as in do hereby solemnly affirm and declare as under :

- (1) That I / we have offered for Community Hall site situated at _____ , New Delhi/Delhi.
- (2) That the deponent has authorised for requesting to any banker or firm to furnish relevant information deemed necessary and requested by the Authority to verify the reputation.
- (3) That the deponent also understands and agrees to furnish any such information at the request of the Authority.
- (4) That the deponent also understands that furnishing of false information could result in disqualification of my organization for the award of project.

(Signed by the Authorized signatory)

Deponent

Verification :

Verified at New Delhi / Delhi on this day, 20..... that the contents of the above affidavit are true and correct to the best of my knowledge & belief, no part of it is false and nothing material has been concealed thereon.

Deponent

Financial Data.

1. Financial position
 - a) Cash
 - b) Current Assets.
 - c) Current Liabilities.
 - d) Working capital.
 - e) Net worth.
2. Note: All items are to be filled in Reference to balance sheet in reply to above is not acceptable.
3. The income and Expenditure statements have been certified through _____ by _____.

Annexure-V

Indemnity Bond

(To be submitted only by the successful Applicant)

On stamp paper of value of Rs. 100/-)

In consideration of Delhi Development Authority, an Authority incorporated under the Delhi Development Act, 1957 and having its registered office at _____ Delhi (hereinafter referred to as 'the Authority' which expression shall unless it be repugnant to the context or meaning thereof include its successors and assigns) having awarded to

M/s. _____ a society (hereinafter referred to as 'the intending lessee' which expression shall unless it be repugnant to the context or meaning thereof, include its partners for the time being or its surviving partner or his heirs and executors, administrators, and assigns/its successors and assigns) the contract for the Licensing of Community Hall, New Delhi/Delhi.

We, M/s. _____ being the intending licensee hereby agree and undertake and indemnify the Authority in consequence of all actions, suits, claims and demands brought or made against it in respect of anything done or omitted to be done by the intending licensee, in execution of, or in connection with the work of this License, and against any loss or damage to the Authority in consequence of any action or suit brought against the Authority for anything done or omitted to be done in the execution of the License Agreement at any time in accordance with the provisions of the said Agreement.

It is hereby agreed and declared that the Vice Chairman of the Authority or any officer acting on his behalf shall be the Competent Authority to decide upon the question as to the default and remedy to be applied by the Developers for their rectification at his cost and the Vice Chairman's decision shall be final, conclusive and binding upon both with Authority and Licensee provided that the Vice Chairman shall so decide after giving an opportunity to the Licensee to represent his case.

We hereby agree and undertake irrevocably and unconditionally to carry out duly each and every decision, order, direction or instruction as may be issued by the said Vice Chairman or

an officer acting on his behalf or as the case may be, and to rectify properly and promptly the defect found by him.

FOR AND ON BEHALF OF M/S. _____ Residents Welfare Association

Place: Delhi

Date:

Seal

Notary Delhi State

Noted and Registered at Serial number

Accepted by

(for on behalf of DDA)

Executive Engineer

FORM 'D' LICENSE DEED

This agreement made on this _____ day of _____ 20 at Delhi/New Delhi between the President of India which expression shall unless the context requires a different or another meaning, include its successors and assigns through DDA, a body constituted under section 3 of the Delhi Development Act, 1957 (no.70 of 1957) and (herein called the "the Licensor" and _____ Residents Welfare Association a society incorporated under the societies Act,1956 having its registered office at -----, Delhi/New Delhi which expression shall unless the context requires a different or another meaning, include its successors and permitted assigns (hereinafter called "the Licensee").

Whereas the licensor is the owner and in possession of property more particularly described in Schedule A to this Deed (the "said Community Hall");

Whereas the Licensor is willing to allow the licensee the use of the said Community Hall for the specific purpose of developing, managing and operating a Community Hall for a period of three years subject to the terms and conditions specified hereinafter;

Whereas the Licensee has represented to the Licensor that the former is well equipped with and can and is willing to make adequate arrangements of developing, managing and operating a Community Hall upon the said land (hereinafter "the Community Hall") with the previous approval of the Licensor.

Whereas the Licensee _____ Residents Welfare Association for grant of a license for _____ (Community Hall) is willing to get the license granted to him on monthly license fee of Rs._____/-,

The Licensor agrees to grant the License for the use the said land/Community Hall to the Licensee on the following terms and conditions :

Now, therefore, it is mutually agreed :

1. That in consideration of the payment of Rs._____/-(Rupees _____ only) as Security deposit received vide DD No._____ dated _____ in the form of _____, by the licensee for the due and proper performance of these presents and also willingness of the licensee to pay Rs. _____ (Rs. _____ only) per annum for _____ the Licensor grants unto the Licensee and authorizes it to use the said Community Hall as detailed here above subject to the conditions hereinafter for a period of three years commencing from the date of these presents renewable for up to two years only once, from the date of entering into the license deed subject to the condition that the licensee shall have only permissive occupation and exclusive possession of licensed property shall remain always with licensor.

2. That the Licensee shall keep and maintain the Community Hall and the Land around the Community Hall as per the attached plan, which shall form part of license deed in a clean, proper and decent condition, well equipped and shall not suffer the Community Hall to be in a bad state of affairs during the currency of the period of License and shall not in any manner destroy or damage the community hall site and not cause any kind of obstruction, to the user of the Community Hall in any manner whatsoever.
3. That the Licensee shall manage the Community Hall in accordance with the spirit of the Community Hall as public place.
4. That the Community Halls would be allowed to be let out to the bona-fide members of the Community Centre and other residents of the area for marriages at the rates which are fixed by DDA from time to time. The rates which may be charged at present are Rs._____/ - per night with refundable security deposit of Rs._____. These rates may be revised by DDA upward and licensees shall exhibit the schedule of rates at conspicuous place in the premise.
 - a) After initial period of 3 years, the License fee and security shall be enhanced @ 10% per annum on yearly basis.
 - b) In case of delay in payment of license Fee beyond 10th day of due month, an interest @ 12% per annum counted on monthly basis shall be payable.
 - c) Security deposit shall be refundable after the expiry of lease period subject to adjustments on account of damages (if any) at the time of handing over the leased property of DDA.
5. That the licensee shall abide by fire safety rules and all other Rules and Regulations as stipulated in the relevant statues, codes and orders as the case may be.
6. That the Activities which the licensee would be required to add to the community hall and the licensee shall bear all expenses are a mix of the following.
 - a) Reading Room/Library
 - b) Gymnasium
 - c) Indoor Games such as table tennis, billiards, badminton etc.
 - d) Cafeteria
 - e) Internet Kiosk
 - f) Temporary hobby courses
 - g) Conference Room (office Space for being used by RWA or other bodies working for the uplift and development of the neighborhood on nominal payment).

- h) Entry will be allowed to be regulated so as to prevent mischief and unlawful activities. The decision on whom to allow shall be taken by the Executive Committee. The Executive Committee shall consist of members from RWA, EE concerned from the department and Dy. Director (LM) of the area.
7. That the provision of these facilities would be binding on the licensee and licensee would be liable to cancellation after giving seven days' notice to the licensee if the facilities are not opened to public within four months of grant of license.
8. That other activities which are permitted in the Community hall are as follows :
- Yoga
 - Hobby Courses
 - Music Concerts
 - Performing Arts
 - Film festival
 - Exhibitions of painting, sculpture and plastic arts
 - Plays
 - Puppet show
 - Magic show
 - Social and cultural activity similar to those above.
- Skill development programme & senior citizen recreation centre for old age people or any other welfare activity for the residents.
9. That activities not permitted in the Community Hall or open spaces are the following :
- Exhibition-cum-sale by whatever name called
 - Diwali Mela
 - Restaurant serving alcoholic drinks.
 - Religious Discourses without the prior permission of DDA.
10. That the Community Halls would be allowed to have restricted entry to the premises to the bonafide members of the community.
11. That membership would be allowed to members of the neighboring community. The neighboring community would include purchasers of DDA Flats or tenants.
12. That entry fees at the rate of not more than Rs. ... /- per member and monthly subscription of not more than Rs.... /- for the member and Rs. ... /- for each dependent would be allowed to be levied as decided by Zonal Chief Engineer. The fees may be revised upwards depending on the cost of providing the services.

13. That dependent would include children, parents, or other member of the family of the member who are normally residents, For this purpose, proof of residence such as ration card, Adhar card, voter I D. Card etc. would be necessary in the membership application form.
14. That guests when accompanied by members or his dependents would be allowed to use the community hall facilities on payment of entry fees which may be no more than Rs. /- per guest per entry and proper accounts to this effect shall be maintained by the licensee.
15. The members would be entitled entry to the premises of the community hall and to use the facilities therein free of any additional charge say for the consumable such as table tennis balls, or shuttle cock etc.
16. That the journals and the newspapers to be subscribed by the Community Hall would be decided by the Executive Committee of the Community Hall in keeping with the choice of the members, subject to an overall budget which the Executive Committee may set out at the beginning of each years.
17. That publications which are obscene or offensive to public taste may not be subscribed to by the Community Hall.
18. That members would be bound to observe the rules and regulations of the Community Hall and shall act strictly in accordance with the terms and conditions of the license deed.
19. That the rules and regulations of the community hall would be framed by the committee to be called the 'executive committee'.
20. The executive committee shall include two representative of the DDA, one of whom would be from the Engineering Wing and two or more representatives of the licensee. A representative of the registered RWA or RWAs of the area concerned and one member from among the members of the community hall would be invitees. The right of voting would be limited to the representative of the licensee and the representatives of the DDA.

The decision of the 'executive committee' would be on the basis of consensus.

21. Where a consensus is not reached, the 'executive committee' would refer the matter through the representative of DDA to the Zonal Chief Engineer whose decision would be final and binding. Zonal Chief Engineer may decide the issue himself or direct one of the officers of DDA to arrive at a decision. The licensee would be bound to follow the procedure and decision of the Zonal Chief Engineer.
22. The financial statements of the licensee as pertaining to community hall would be prepared separately from the accounts of the RWA/Society/applicant as the case may be. These statements for each year would need to be audited and submitted to DDA by June 30 of the year.
23. A separate account would be opened in the name of community hall. The account would be jointly operated by one representative of DDA and one representative of the Licensee. An amount of Rs.10,000/- or more cannot be drawn except jointly by the representative of DDA and representative of the Licensee. Excess of income over expenditure in a year would be allowed to be used for incurring improvement and up-gradation of the facilities and for incurring any capital expenditure.
24. At the end of the period of license or termination of license before the expiry of license, the amount outstanding to the credit of the Community Hall would remain to the credit of the Community Hall and would be allowed to be used for upgrading the community hall or operation and maintenance by DDA or the next licensee if given on license further.
25. If there are accumulated losses, the license is not renewed or terminated, the members would be required to make good the accumulated losses in proportion to their numbers. No liability shall pass on to DDA as to the Community Hall and its assets.
26. The licensee shall not be entitled to sublicense the premises or part of it or part with the possession thereof in any manner whatsoever, if done so, license would automatically stand cancelled and community hall would revert back to DDA free from all encroachment.
27. That the Licensee shall maintain the Community Hall in clean and hygienic conditions and shall conform to the rules, regulations or bye laws made in this regards by the concerned Municipal Authority and any other statutory requirements as applicable from time to time.
28. That the Licensee shall maintain and run the Community Hall in such a manner that it shall be in a position to cater to the needs of the visitors to the Community Hall and shall employ sufficient number of employees and staff for rendering quick service to these visitors.
29. That the Licensee shall place and continue to keep in the Community Hall all necessary equipments and shall not remove any item from the site of the Community Hall thereof without previous approval of the Licensor.

30. That the Licensee shall not display or exhibit pictures, posters, statues or other articles or play any music or exhibit any movies or advertisements which are repugnant to the moral or 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.
31. That the Licensee shall not display or exhibit any advertisements or placard or put up any hoarding or play any music or exhibit any movies or advertisements in any part of the interior or exterior other than those in keeping with the objectives of the Community Hall as a public place and other than those permitted expressly in writing by the Licensor.
32. That the Licensee shall have no right, title or interest in the Community Hall licensed to him nor shall be deemed to have exclusive possession thereof, except the permission to use the said site for the specific purpose of operating Community Hall and maintaining the site as per the terms and conditions of this license deed.
33. That the Licensee shall not be entitled to allow any other persons to use or run the Community Hall in its stead or to use or run any part of site. Transfer of the Community Hall site is prohibited. In the event of the Licensee becoming insolvent, or the association being wound up prior to the expiry of the period fixed hereinafter, the License shall stand terminated automatically and the successors and permitted assigns of the licensee shall not be entitled to use the said Land and the Community Hall. However, with the express approval of the Licensor in writing the successors and permitted assignees may be permitted after discharging the liability that the Licensee may have incurred, to remove the goods and other equipment that may be found at the Community Hall but in case the goods are not claimed by the successors and permitted assigns within four weeks of the demise of the Licensee, the Licensor may by public auction dispose of the same.
34. That the Licensee shall pay the cost of electricity and water consumed by them as per the demand of the authorities concerned.
35. That the Licensee shall also pay all License or other fee or taxes including property tax payable to the Government or Municipal or local bodies concerned in connection with the use of the said Land and the Community Hall therein at.
36. That the Licensee shall cater to the needs of the visitors to the Community Hall and failure to cater to the needs of those persons for continuous period of two weeks shall amount to a breach of the terms of this License.

37. That if the Licensee desires to close down the community hall within a period of License, he will have to serve a notice of two months in advance from the date he proposes to close down. In such an event, the Licensee will have to pay to the Licensor, an amount which is equivalent to the product obtained by multiplying the number of unexpired months of license period by the difference between the license fee and the highest license fee offered to DDA in the subsequent offer.

38. That notwithstanding the other rights, the Licensor may in its sole discretion and on such terms as may be considered reasonable by the licensor grant relief to the Licensee against forfeiture of the earnest money, imposition of interest or determination or revocation of the License.

39. That the Licensee shall abide by the all rules, regulations, orders and instructions that the Licensor from time to time make or adopt or issue for the case, protection and administration of the Community Hall and the general welfare and comfort of various employees and other connected persons including but not limited to the visitors to the Community Hall.

40. That the Licensor shall not be responsible for the safety of the employees, visitors to the Community Hall 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 Community Hall from any cause whatsoever. The Licensor shall be indemnified by the Licensee by the execution of an Indemnity Bond for this purpose in appropriate form which shall be prescribed by the Licensor for this purpose.

41. That the overall control and supervision of the Community Hall site shall remain vested with the Licensor, whose officers or authorized representatives shall have access to at all reasonable hours to the said community hall site or any part thereof without any permission either oral or in writing from the licensee.

42. That the Licensor shall have the right to revoke the License in the event of breach of any of the terms and conditions of this License specified herein or any terms and conditions which form a part of the offer documents and for this purpose the offer document would form a part of License Deed.

43. That the Licensor shall have a lien on all the belongings and properties of the Licensee for the time being in or upon the Community Hall site of the Licensor.

44. That in the event of cancellation, revocation or termination of license, the Community Hall shall stand resumed by the Licensor regardless of the expenditure incurred by the Licensee or temporary structures allowed to be constructed by the Licensee.

45. That on expiry of the period of License or on determination or revocation of the License under the terms and conditions hereof, any belonging of the Licensee found in the community hall shall be liable to be claimed by the licensor and may be sold through public auction unless claimed within fortnight of the expiry of the period of license or determination or revocation of the License as the case may be. The Licensor shall be entitled to appropriate out of the proceeds of such sale, the amounts due to 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 successors and permitted assigns, as the case may be.

46. That the Licensor shall have the right to terminate the License after giving one months' notice without assigning any reasons thereof.

47. That in case, the community hall is destroyed or damaged by any natural calamity or riot or civil disturbance so as to make it unfit for use of Licensee, the License shall stand determined automatically.

48. 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 License, the same shall be referred to the Zonal Chief Engineer, DDA who himself or will appoint one of his officer to act as an arbitrator to adjudicate and decide the disputes, whose decision thereon shall be final and binding on both the parties. The Licensee shall not object on the ground that the Zonal Chief Engineer, DDA or concerned officer has dealt with the case or has at some stage expressed opinion in any matter connected therewith.

49. 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 Community Hall site and the said Land of the Licensor. The Licensor reserves all rights up to himself all mines, minerals, coals, gold washing, earth, oils, stores, gravel and quarries in or under the said site or any part thereof and full right and power at all times to enter on the said land and to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or having any vertical support for the surface of the said land or for any building for the time being standing thereon, subject, however that the Licensor shall make reasonable compensation to the licensee for all damages directly occasioned by the exercise of the rights hereby reserved or any of them, the amount of such compensation being determined by the licensor or any officer appointed by the Licensor for the purpose whose decision thereto shall be final and binding on the Licensee.

50. That the dealing of the Licensee/his employees with the visitors and the Licensor and its employees shall be polite and courteous and he and his employees 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 Licensor or its employees.

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

52. That the Licensee shall not resist in any manner, if the representatives and the authorized staff of the Licensor enter upon the premises/site in order to inspect and execute and 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 there with and for the compliance of terms and conditions of any works relating to repairs/additions/alternations or other damages that may be caused during the course of installation of any fittings, fixtures etc. of owing to the inspection of the premises.

53. That the Licensee shall be responsible for all damages or loss of property due to the reasons for which he or his staff 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 are 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.

54. That the Community Hall site shall not be used for residential purpose, tehbazari, retail shopping, sale cum exhibition or for a purpose other than that for which it is allowed. The Licensee shall not be permitted to utilize the Community Hall to carry on any other trade along with the authorized business of the Licensee during the period of his License.

55. That the Licensee shall not keep any animal or conveyance in or outside the Community Hall without the specific written permission of the licensor.

56. That the Licensee shall also comply with the instructions given in the offer document issued by DDA for the purpose of inviting proposals for the community hall at -----.

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

58. 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 License or recovery of any dues in respect thereof or connected therewith shall also be exercised by Zonal Chief Engineer, Delhi Development Authority, Delhi and the Licensee shall have no objection whatsoever in this respect.

59. In witness whereof the parties to the agreement have signed this deed on the day first above mentioned a true copy thereof signed by both the parties has been retained by the Licensee.

Witnesses :

1.

(Licensor)
(Delhi Development Authority)

2.

(Licensee)

EVALUATION CRITERIA IN CASE THERE ARE MORE THAN ONE RWA IN A HOUSING SCHEME [PARA 2.4 (III)]

Sl. No.	Criteria	Marks Allotted	Weightage	Marks obtained
1	Number of members registered.	25	RWA having maximum registered members will get full marks & Other RWAs shall get marks in that order.	
2	Project report on how the RWA/Society/applicant proposes to put the hall to best public use	25	It shall be assessed by the Committee in case of Multi-purpose Community Halls & by Zonal Chief Engineer in case of Single/Double storey Community Halls.	
3	Local RWA / Society	25	The RWA/Society having least distance of the registered office of the RWA/Society/ applicant from community hall will get full marks. Other RWAs shall get marks in that order	
4	Past performance / complaints etc.	25	Based on Awards, Complaints, Past performance etc. It shall be assessed by the Committee in case of Multi-purpose Community Halls & by Zonal Chief Engineer in case of Single/Double storey Community Halls	

Note : 1. The data submitted by the RWA/Society/applicant should be supported with authenticated documents duly attested.

2. In case, the RWA /Society who have been earlier allotted the Community Halls in the past and on the basis of misuse/violation, DDA had withdrawn the Community Hall from the RWA/Society on account of mis-use/violation. The such cases of violations shall be dealt as per the decision of the Court of Law. The RWA / Society/applicant shall submit affidavit / an undertaking in this regard.

LIST OF COMMUNITY HALLS

To be annexed by the concerned Zone