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புதுச்சேரி மாநில அரசிதழ்
La Gazette de L'État de Poudouchéry
The Gazette of Puducherry

PART - II

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GOVERNMENT OF PUDUCHERRY
PONDICHERRY MUNICIPALITY
REVENUE SECTION-I

No. 1508/PM/RO-II/A7/2021.

Puducherry, the 31st May 2022.

NOTIFICATION

Pondicherry Municipality is having nearly 1000 shops/stalls in the Municipal markets and shopping complex at various places of its jurisdiction and almost all of them had been disposed of to the public on monthly licence fee basis through public auction and lot system as the case may be as per the norms/reservations/instructions contained/ incorporated in the appropriate GO's/Orders applicable then.

Further, it is noticed that in some cases the shops/stalls have been sublet and in some other cases they are found to be in illegal possession of persons other than the original allottees by means of 'pagdi' or some other way of transfers, unapproved by the Municipality.

This Municipality find it difficult to manage all these shops and to take action against the original allottees and the illegal occupier by invoking the existing Rules and Acts of this Municipality and *ipso facto* it is considered necessary to frame Draft Bye-laws with adequate special provisions conducive for forbearing the prevailing situation arising in, regularizing the allotment and maintenance of unauthorizdly occupied municipal shops with retrospective effect.

The Act of framing of Draft Bye-laws with special provisions has become inevitable and considered necessary towards regularization and allotment of such shops/stalls to the present unauthorized occupiers by means of collecting one-time regularization fee in addition to the usual monthly licence fee and other charges subject to production of proper evidence for their continued occupation of the shops/stalls and the conditions of bye-laws to be framed on this issue shall enable this Municipality to control the prevailing "Pagdi" system and also to augment the sources of revenue of the Municipality by way of such regularization.

Therefore, in conformity with powers conferred upon the Council under sub-section 33 of section 443 of Puducherry Municipalities Act, 1973 (No. 9 of 1973), the Special Officer-*cum*-Director (LAD) representing the Municipal Council *vide* G.O. Ms. No. 21/LAS/A2/2014, dated 14-11-2014 of Local Administration Secretariat, Government of Puducherry, has proposed in his Proceedings No.1508/PM/RO-II/A7/2021, dated 28-03-2022 a Draft Bye-laws called Puducherry Municipality (Allotment and Regulation of Municipal Shops/Stalls) Bye-laws, 2021 for licensing/renting out of municipal shops/stalls to the public through e-auction for carrying out commercial activities and also for regularization of unauthorized transfers.

The said Draft Bye-laws is hereby published for information of the public and for inviting objections and suggestions from them within 15 days from the date of publication in the Official Gazette. The objections and suggestions so received within the stipulated time will be taken into the consideration. They may be addressed to the Commissioner, Pondicherry Municipality, Kamban Kalai Arangam, Pondicherry-605 001.

S. SIVAKUMAR,
Commissioner.

CHAPTER-I

PRELIMINARY

1. *Short title and commencement.*— (1) These bye laws may be called “Puducherry Municipality (Allotment and Regulation of Municipal Shops) Bye laws, 2021”.

(2) They shall come into operation at the expiry of 15 days from the date of publication.

2. *Application.*— These bye-laws shall apply to all the areas situated within the territorial limit of Pondicherry Municipality.

3. *Definitions.*— In these bye-laws, unless the context otherwise requires:-

(a) “Act” means, the Puducherry Municipalities Act, 1973;

(b) “Allottee/licensee” means, a person in whose favour allotment of a shop is made;/means, any person holding a licensing agreement/rental agreement who is paying or liable to pay licence fee/rent to the Municipality;

(c) “Allotment” means, the grant of Licence to a person to occupy a shop in accordance with the provisions of Shop Allotment Bye-laws;

(d) “Allotment Year” means, the year beginning the period for which allotment is made;

(e) “Commissioner” means, the Commissioner of Pondicherry Municipality appointed under section 14;

(f) “Council” means, the Pondicherry Municipal Council;

(g) “E-auction” means, acceptance of a formal offer of takeover bit electronically;

(h) “Improper use” means, and includes running a business other than that for which the shop was allotted either by the allottee himself or by his nominee; erection of unauthorised structure using a portion for a purpose other than one for which it was allotted; and unauthorised extension from electric and water connection;

(i) "Licence Fee" means, the sum of money payable in respect of a shop/commercial accommodation allotted in accordance with the provisions made in these bye-laws;

(j) "Pagdi" means, transfer of the possession of the shops by the allottees to other persons without the approval of the Municipal Council;

(m) "Shop" means, a shop room with or without the attached store room and open space appurtenant thereto or an open flat for shopping purpose, or stall and open space leased out from time to time for shopping purpose;

(n) "Subletting" includes permitting any other persons to run a business either on behalf of the allottees or independently, with or without any pecuniary benefit accruing to him without prior permission from the Commissioner, Pondicherry Municipality;

(o) "Unauthorised occupation" means, occupation by a person in whose favour allotment has not been made and occupation by the allottee beyond the period for which the agreement has been made.

4. *Every E-Auction for Allotment of Shop shall be as follows.—*

(a) in any of the municipal shopping complex/stalls shall be received in the Form prescribed in the Appendix-'A'. It shall be accompanied by required certificates and an affidavit in the form prescribed in Appendix-'B'.

(b) The participant of e-auction for a shop shall be a Citizen of India and resident of Union territory of Puducherry.

(c) General terms and conditions for licensing out for municipal shops/stalls in the shopping complex shall be given in Appendix-'C'.

5. *Allotment of Shops.—* (a) All municipal shops/stalls shall be allotted on licence fee basis through e-auction. The highest bidder in the e-auction shall be allotted the shops initially for a period of 11 months and it shall be extendable for two more terms, each term will be of 11 months duration, based on satisfactory performance of the allottee as well as prompt payment of licence fee.

(b) The contract of municipal shops/stalls may also be extended to the same allottee beyond 11 months, for two more terms, for a period of 11 months each, at a time. All the allotments pertaining to municipal shops/stalls will be made subject to an annual increase in the licence

fee @ 10% every year, on the licence fee charged in the preceding year. The allotment of the shops to the same allottee can be renewed maximum up to 10 years subject to fulfillment of other prescribed terms and conditions of the contract and the tenure of licence. However, the same allottee can participate in e-auction after completion of ten years for further allotment.

(c) Persons who are defaulter in respect of rent of shops and other structure or land belonging to the Municipality will not be allowed to take part in the e-auction.

(d) All offers of allotment of municipal shops/stalls shall be made by the Commissioner with approval of the Municipal Council.

(e) The applicant must produce the various documents summarily along with the e-auction as per Appendix-B.

(f) All allotments shall be made only on lease and licence basis. However, before the occupation of the shop the allottee, after getting the allotment letter shall have to comply with the followings within 10 days time:

- (i) Security Deposit in the form of FDR of any Nationalized Bank in favour of Commissioner for 11 months of licence fee/bid amount as put forth in the e-auction.
- (ii) Execute a lease/licence deed in the prescribed form on stamped paper worth ₹ 500.
- (iii) Security Deposit will be refunded on successful completion of the tenure of contract.
- (iv) Signing of inventory of fixtures (electrical and civil) in the shops allotted.
- (v) Execution of licensing/rental agreement, *etc.*, shall be completed by the allottee.

(g) All allottees shall obtain municipal trade licence to run the requisite shops as per the provisions under section 355 of Puducherry Municipalities Act, 1973, read with Puducherry Municipalities (Grant of licenses/Permissions) Rules, 1976 and also to comply with the provisions of the followings Act subject to need:

- (i) Child Labour (Prohibition and Regulation) Act, 2016.
 - (ii) Central Goods and Services Act, 2017.
 - (iii) Puducherry Shops and Establishment Act, 1964.
 - (iv) Food Safety and Standards Act, 2006. and
 - (v) Any other statutory regulations as notified by Government from time to time.
- (h) Sale of narcotics is strictly prohibited in the shops/stalls.
- (i) Any breach in the terms and conditions of the contract between the Council and allottee will provide an opportunity to the Council to cancel the contract without assigning any reason whatsoever and forfeiting full or part of the earnest money deposit/security as penalty.
- (j) Preference may be given to the Co-operative Societies in allotment of shops.
- (k) If, a person in whose favour the allotment of shop has been made, defaults payment of licence fee/rent on the due date consecutively for three months as per terms and conditions of the licensing agreement. He shall be liable for eviction and collection of arrears of licence fee as per the provisions of the Puducherry Municipalities Act, 1973 and the rules made thereunder in this behalf.
- (j) Minimum licence fee/rent for shops/stalls shall be fixed as upset price under the provisions of Puducherry Buildings (Lease and Rent Control) Act, 1969 and the licence fee shall be enhanced by 10% every year over the base licence fee and the base licence fee shall be revised once in 3 years as per the said Act.

6. *Allotment Orders and Execution of Licence Deed.*— The Commissioner of Pondicherry Municipality shall, after the approval of the Municipal Council, issue orders regarding allotment, also mentioning the specific conditions, if, any stipulated in each case and execute/sign licence deed for the allotted shops.

7. *Licence fee and other charges.*— (a) Every allottee of shop/stalls shall, in addition to payment of the prescribed licence fee, will also be liable to pay municipal user charges for removal of garbages,

charges for consumption of electricity at actual to the Pondicherry Electricity Department (PED) and water charges and any other service provided to the allottee for the shop/stalls allotted to him or her for the buildings of which the allotted shop/stalls forms a part, and any other charges that the Council may, from time to time prescribe.

(b) **Revision of minimum licence fees:** The Commissioner may revise the minimum licence fees for all Municipal shop/stalls periodically with the approval of the Pondicherry Municipal Council.

8. *Acceptance of Allotment.*— The allottee shall accept the said licensed premises on “as-is-where-is-basis” condition.

An allottee shall communicate the acceptance of the allotment made to him or her within 7 working days from the date of receipt of order of allotment. On acceptance, he/she shall occupy the premises after depositing the licence fee, *etc.*, within fifteen days from the date of acceptance unless the premises are certified to be uninhabitable by the Municipal Executive Engineer/Municipal Estate Officer/Municipal Revenue Officer. The Commissioner may, on receipt of a request from the allottee, suitably extend the period stipulated for occupation of the allotment and provided further that if, premises allotted is not occupied within the prescribed or extended time-limit, the allotment shall be deemed to have been cancelled on the expiry of the said time-limit and the allottee shall not be eligible for another allotment for one year from the date of such cancellation.

At the time of occupation of the shops allotted to him/her, the allottee shall be required to sign an agreement and inventory of fixtures and other fittings provided in the shops. The allottee shall also furnish an undertaking in agreeing to abide by the terms and conditions of allotment and deduction of licence fee and recovery of any unpaid dues from his/her security amount, if, necessary.

9. *Commencement of Allotment.*— For the purposes of liability for payment of licence fee and other charges, an allotment made under these rules shall, unless otherwise provided in the terms of allotment in a particular case, take effect from the date as mentioned in the allotment letter.

10. *Subsistence of Allotment.*— (a) The allotment made under these bye-laws, shall subsist until:-

- (i) It is surrendered according to the provisions of these bye-laws or
 - (ii) It is replaced by another allotment or
 - (iii) It is vacated by the allottee or
 - (iv) It is cancelled or deemed to have been cancelled under the orders of the Commissioner.
- (b) (i) If, the allotment is cancelled due to fault of the allottee/ applicant then the security deposit will also be forfeited.
- (ii) If, an allottee is found to be unable to run the shop or he/she leaves in between, then also the licence fees, security deposit will be forfeited.

11. *Subletting and Sharing.*— No allottee shall sublet/share the whole or any part of the allotted shop. In case of subletting, the allottee shall render himself/herself liable to the payment of licence fee up to ten times the “standard licence fee” of the shop in addition to the cancellation of the allotment. If, the fine is not paid within two months or earlier earnest money deposit will be forfeited allotment will be cancelled.

12. *Maintenance of Shops.*— (i) The allottee, shall maintain the shop to the satisfaction of the Commissioner or any other official nominated by the Commissioner to ensure proper maintenance of the shop.

(ii) The allottee shall allow the staff authorized by the Commissioner to have access to the premises at all reasonable hours for inspection.

(iii) An allottee or his/her staff shall not grow any trees, shrubs or plants contrary to the instructions issued by the Commissioner nor cut or lop off any existing trees or shrubs growing any garden, courtyard or compound attached to the shops except with the prior written permission of the Appropriate Authority.

(iv) An allottee shall ensure that he/she and his/her staff do not cause any inconvenience to their neighbours by their conduct.

(v) The allottee shall not undertake any structural change or alternation without written permission from the Appropriate Authority of the Council/Commissioner.

13. *Restricted Materials.*— No hazardous/inflammable material or material not authorized by-laws under force shall be stored in the shops.

14. *Damages/Thefts.*— An allottee shall be personally responsible for any damage of the fixtures, civil fittings, electrical installations, fencing, *etc.*, provided in the shops or theft of any of these items during the period of his/her occupation of the shops. Further, in case of any lapse or for any reason whatsoever, in the event of handing over of the shop back to the Municipality, there should be same condition of the shop together with same condition of fixtures, civil fittings, electrical insulations, fencing, *etc.*, which he has received at the time of allotment of the shop.

15. *Liability of Licence Fee.*— (a) Where an allotment has been accepted, the liability for payment of licence fee and other charges will be with effect from the date as mentioned in the allotment letter.

(b) Subject to the provisions of these bye-laws, if, an allottee fails to take possession of the allotted shop within the prescribed time-limit, it will lead to forfeiture of the earnest money deposit and security deposit.

16. *Overstay in Shops/Stalls after Cancellation of Allotment.*— Where an allotment has been cancelled under the provision of the Municipal Act and Rules or under these bye-laws and the allottee concerned has not vacated it within the prescribed time-limit, licensee/ licensees shall render himself/herself/themselves liable for action for eviction and recovery of damages under the provisions of Puducherry Municipalities (Eviction of Unauthorized Occupants from Municipal Premises) Rules, 1974 or under the provisions of section 474 (1) (b) of Puducherry Municipalities Act, 1973.

He/She shall be liable, in addition to any other action, to pay damages for unauthorized occupation and use of the premises, which may amount to 50% of the licence fee over and above of the licence fee, along with forfeiture of the security deposit. Such allottees will be debarred from any further allotment process.

17. *Issue of Instructions.*— The Commissioner, may issue any instruction/orders, *etc.*, in pursuance of these bye-laws, or may authorize the Revenue Officer or any other Officer in the Municipality to issue such instructions/orders and all such instructions/orders, shall be binding on the allottees.

18. *Licence.*— In every case, the allottee shall be deemed to be licensee and not a tenant.

19. *Interpretation and Residual Matters.*— On any question of interpretation of these bye-laws, the decision of the Commissioner shall be final. The matter, or points in relation to which no specific provision exists in these rules, will be governed by the provisions of relevant Act and Rules of Government of Puducherry.

20. *Reassignment to a Legal Heir.*— On the death of an allottee the shop may be reassigned in the name of his/her legal heir, provided an affidavit is given by each of the remaining legal heirs of the deceased allottee to the effect that they have no objection to such reassignment.

The reassignment of allotment in the name of legal heirs on the death of the allottee will be made on the same licence fee which the deceased allottee was actually paying or was liable to pay for the premises immediately before his/her death.

21. *Restriction of Trades.*— When a shop is allotted for a specific trade, *viz.*, grocery, snacks, stationery, *etc.*, the allottee will not ordinarily be allowed to change the trade. The allottee must not indulge in unfair trade practices as per the existing rules of the Government. In case, if, the allottee wishes to change the nature of the trade, he should obtain permission of the Commissioner by paying the fee as fixed.

22. *Relaxation of bye-laws.*— The Municipal Council may, for reasons to be recorded in writing, relax all or any of the provisions of the bye-laws/instructions governing the policy of allotment, reassignment regularization, restoration of shops, *etc.*, based on merits and facts of the case.

23. *Electricity and water Charges.*— The requisite formalities for taking electricity connection will be required to be completed by the allottee as per relevant rules in force. The electricity charges will be payable on the actual basis. The allottee shall be responsible for payment of electricity charges as per energy bills raised by the Electricity Department as per rules. Water bills per month will be paid by the allottee as per the rate decided by the Public Works Department, Pondicherry from time to time.

24. *Change of purpose of shops/offices/stalls, etc.*,— If, Pondicherry Municipal Council feels that for a particular shop, there is no bid/price quotation and shop/stalls, etc., remain vacant. The Council can change the purpose of shop/stalls, etc., for the purpose of its allotment and call for fresh bids as per bye-laws.

25. *Special provisions for regularization of unlicensed/unauthorized shops/stalls.*— After coming into operation of these bye-laws, the Commissioner, with previous approval of the Municipal Council, may regularize the shops possessed by the individuals other than the original allottees or legal heirs, that changed hands through 'pagdi' or any other system wherever and whenever found necessary, on payment of a regularization fee as prescribed in Appendix 'E' subject to the proof of evidence of the continued occupation of the municipal shops for a period of not less than 3 years and subject to all provisions/conditions/restrictions, etc., existing in these bye-laws after giving notice to the original allottees by affixing in the licensed premises for each individual case of regularization or for all cases at a time inviting objection from the public by giving sufficient time of not less than 10 days objections if any, received within the stipulated time shall be considered by the Commissioner and disposed of on merits. Decision of the Commissioner shall be final in case, if, any dispute arising over the regularization.

In case, if, the unauthorized occupants in the shops/shopkeepers fail to get the shops regularized in their favour within six months from the date of coming into force of these bye laws, they shall pay 10% of the prescribed regularization fee as fine per annum in addition to the prescribed regularization fee, as and when regularization is made. In such case once regularization is made there shall be no default in payment of monthly licence fee and further no subletting of shop/relinquishment of possession of the shop to any third person in the name of 'pagdi' or another system. If, the unauthorized occupant fails to get his unauthorized occupation regularized by paying the prescribed fee and/ or fine within a year, Commissioner or any other officer authorized by him shall be empowered to remove such unauthorized occupation/taking back of possession of the shops/ collection of arrears of licence fee and other required fee/charges/ penalty, etc., if, any pending and other suitable action necessary.

APPENDIX-A

விலை ரூ. 500 (ரூபாய் ஐநூறு மட்டும்) ரசீது எண் : நாள் : வ.அ./உ.வ.அ:	
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எண் 3097/பு.ந./வ.அ.பி-2/அ.5/2020-2021

புதுச்சேரி நகராட்சி
(வருவாய் பிரிவு-II)

புதுச்சேரி நகராட்சியால் வழங்கப் பெறும் பொது உரிமங்கள் குறித்து மின்னனு ஏலத்தில் பங்குபெறுவதற்கான விண்ணப்பப் படிவம்

- (1) விண்ணப்பதாரரின் பெயர் :
(குனித்தனி எழுத்தில் தெளிவாக எழுதுவும்).
- (2) தகப்பனார்/கணவர் பெயர் :
- (3) விண்ணப்பதாரரின் நிலை (குனி நபர்/கூட்டு நிறுவனம்/கூட்டுறவு சங்கம்/இதர பிரிவு).
- (4) தற்போதைய தொழில் மற்றும் ஆண்டு :
வருமானம்.
- (5) கடிதத் தொடர்புக்கான முகவரி :
- (6) விண்ணப்பதாரரின் நிரந்தர குடியிருப்பு :
முகவரி (குடும்ப அடையாள அட்டை நகல் இணைக்கவும்).
- (7) விண்ணப்பதாரர் பட்டியல் இனம்/பழங்குடி :
இனத்தை சார்ந்தவரா ?
(ஆம் எனில் ஆதாரம் இணைக்கவும்).
- (8) விண்ணப்பதாரர் உடல் ஊனமுற்றவரா ? :
(ஆம் எனில் ஆதாரம் இணைக்கவும்).
- (9) விண்ணப்பதாரர் சுதந்திர போராட்ட வீரரா ? :
(ஆம் எனில் ஆதாரம் இணைக்கவும்).
- (10) விண்ணப்பதாரர் பெண் பாலினத்தவரா ? :
(ஆம் எனில் ஆதாரம் இணைக்கவும்).

- (11) விண்ணப்பதாரர் அரசாங்க :
வேலையிலிருந்து ஓய்வு பெற்றவரா ?
(ஆம் எனில் ஆதாரம் இணைக்கவும்).
- (12) விண்ணப்பதாரர் முன்னால் :
இராணுவத்தினார ?
(ஆம் எனில் ஆதாரம் இணைக்கவும்).
- (13) ஆதார் எண் (நகல் இணைக்கவும்) :
- (14) ஏலம் கேட்க இருக்கும் உரிமத்தின் விபரம் :
(ஆம் எனில் ஆதாரம் இணைக்கவும்).
- (15) முன்வைப்புத்தொகை (Earnest Money :
Deposit) செலுத்திய விபரம் ரூ. :
வரைவோலை தேதி மற்றும் வங்கியின்
பெயர்.
- (16) தொலைபேசி எண்/அலைபேசி எண் :
- (17) விண்ணப்பதாரர் உரிமதாரராக :
உறுதிப்படுத்தப்பட்டால் அவருக்கு
பொறுப்பாக விளங்கும் இரண்டு நபர்களின்
முகவரி மற்றும் அவர்களின் கையொப்பம்.

மேலே குறிப்பிடப்பட்டுள்ள விபரங்கள் யாவும் நான் நன்கு அறிந்த வகையில் உண்மை என்றும் நம்பகமானவை என்றும் உறுதி கூறுகிறேன். அப்படி ஏதாகிலும் பின் நாளில் தவறான தகவல்கள் அளிக்கப்பட்டது தெரியவந்தால் உடனடியாக எனக்கு அளிக்கப்பட்ட உரிமத்தை ரத்து செய்யவும் சம்மதிக்கிறேன். மேலும், புதுச்சேரி நகராட்சியின் சட்டம், விதிமுறைகள் மற்றும் உரிமங்கள் குறித்து செய்துகொள்ளப்படும் உடன் படிக்கையின் நிபந்தனைகள் அனைத்திற்கும் கட்டுப்பாட்டு நடப்பேன் என்றும் இதன் மூலம் உறுதிக்கிறேன்.

இடம் : விண்ணப்பதாரரின் கையொப்பம்

நாள் :

குறிப்பு: உரிமம் குறித்து ஏலத்திற்கான விளக்கக் குறிப்புகளும் நிபந்தனைகளும் இத்துடன் இணைக்கப்பட்டுள்ளது.

Note: The expression Scheduled Caste/Scheduled Tribe shall have the same meaning respectively given to them under Articles 336(4), 56(25) of the Constitution, respectively.

The expression physically handicapped shall be construed in the same way as it is construed for purposes of reservation in Services.

The expression Freedom Fighter shall have the same meaning as given to it under the Puducherry Freedom Fighters Rules, 1970.

The expression women means, widowed women, a destitute woman or woman legally separated from her husband, whose income from all sources does not exceed ₹ 6,000 per annum.

The expression Ex-serviceman shall have the same meaning as given to it as it is for purposes of reservation in services.

APPENDIX-B

- (i) Affidavit on a non-judicial stamp paper worth ₹ 500
- (ii) Recent passport size photograph(s)
- (iii) Copy of the Family Ration Card
- (iv) Copy of Electoral Identity Card
- (v) Copy of the PAN Card
- (vi) Earnest money deposit at 50% of the upset price as per e-auction notice in the form of Demand Draft of any Nationalized Bank in favour of the Commissioner, Pondicherry Municipality.
- (vii) Bank Guarantee
- (viii) No Due Certificate to be obtained from the Revenue Officer-I and II of Pondicherry Municipality.
- (ix) No Allotment Certificate to the effect that no shop has been allotted previously by the Pondicherry Municipality either in his/her favour.

APPENDIX-C

General Terms and Conditions for Licensing out of various Municipal Shops/Stalls in various shopping complex

Sealed Bids are invited for licensing out of various shops/stalls in various shopping complex.

A. The proposal should be filled in neatly. Over-writing and erasing shall make the proposal liable to be rejected. Every cutting must be initialed by the proposer.

B. Before participating in the e-auctioning process each intending bidder shall affix signature with date on the copy of the condition of the condition for licence of shops, as a token of acceptance of the condition of licence of office shop/stall contained hereinafter and shall furnish full name and address of the individual, company, firm on whose behalf the participant is interested to bid. The name of persons, company and full postal address should be furnished. All correspondence made by the Bidder to this furnished address shall be considered as correctly delivered notwithstanding any change in postal address shall have to be intimated to the Commissioner.

C. Person intending to participate in the Bid shall have to pay the specified Earnest Money Deposit and Security Deposit through Demand Draft drawn in favour of the Commissioner, Pondicherry Municipality or any other officer duly authorized by him shall have the right to withdraw any shops/stalls from being licensed out. He may accept or reject any bid/offer or may stop any bidder at any stage from bidding without assigning any reason thereof. No appeal against above action shall be entertained by the Council. The Municipality shall conduct the bid of any shops/stalls in the following manner:-

1. The Earnest Money Deposit and Security Deposit of unsuccessful bidder will be returned and Earnest Money Deposit of the successful bidder shall be retained and adjusted at the time of final payment made by the bidder towards security deposit. No bidder shall be permitted to retract the bid. In the event of dispute between the bidder, the dispute shall be decided by the Commissioner, Pondicherry Municipality. His decision in this respect shall be final and binding on all persons offering bids at the auction. The bids offered in any other manner except hereto before mentioned shall not be considered.

2. The shops/stalls shall be allotted through Bid only and to the highest offer for rent by bidder only.

3. Participant of bid may offer his highest monthly licence fee for particular shops/stalls he/she willing to keep on licence Participant can apply for any number of shops, but, subject to purchase of separate blank bid document/e-auction schedule for each shop/stall. The detailed "Schedule is attached as Appendix to this e-auction".

4. The applicant shall pay licence fee as decided by the Pondicherry Municipality and it may be revised. The detailed rules and guidelines are available in these bye-laws at Appendix.

5. The minimum licence fee per month of each shop/stalls, corresponding area of the offered shops is given below. Any price quoted below the minimum monthly licence fee, the bid shall be rejected.

6. The service charge or any other charges/taxes (if any) as applicable from time to time shall have to be paid by the Licensee/s separately. Such service charges/taxes shall be collected by Pondicherry Municipality from the Licensee/s along with the licence fee and in turn shall pay to the Concerned Authority. The period of allotment of shop will be as per these bye-laws.

7. The shop holder/allottee shall not utilize any additional common space other than the allotted area of shop. The encroachment in service passage, staircase area and other open space shall not be allowed and will attract penalty, in terms of these bye-laws.

8. The leave and licence period will be for the period of eleven months from the date of allotment unless terminated earlier by the Council for violation of any of the terms and conditions of the leave and licence/Agreement. The lease period is likely to be extended further as per the terms and conditions stipulated in these bye-laws.

9. The ownership of the shop and its legal possession will remain with Pondicherry Municipal Council. The allottee will have the right to use the shop during the licence period for the approved purpose only.

10. If, the shop remains closed for more than 60 days without proper permission, it will be deemed to have been closed down. As such, the fresh proposals will be invited for the shop and the loss will be recovered from the present licensee till that is taken over by the subsequent licensee.

11. During the period of licence, if the shop is required by the Council, the licence can be cancelled and the allottee shall have to vacate the shop within the time specified in these bye-laws. In case of such an eventuality, no compensation except proportionate lease amount for the unexpired period of lease shall be returned.

12. The allottee shall not transfer or sublet the shop or any part of the premises leased out to him/her. In case the Licensee is found to sublet the shop, his/her lease will be cancelled immediately.

13. The allottee shall arrange his/her own furniture; make shift portions installations, shelves, *etc.*, inside the shop whenever necessary, without damaging or altering the concrete structure.

14. The Municipal Council shall be entitled to recover any outstanding dues including penalty/fine/installment and other due from the security deposit of the licensee.

15. The shop will be on Non-Exclusive basis and more than one shop of the same kind can be opened by competent Authority in the same premises or in other premises of the Municipal Council initially or subsequently. The allottee shall not be entitled to raise any objection or claim for any deduction in licence period, licence fee and security money in case some other shop is constructed in the Municipal Council campus or in case there comes in existence any authorized shop. The Licensee shall equip the shop for running the business to the satisfaction of the Municipal Council authority and shall display the articles in presentable manner.

16. The sale, storage or stock, deposit of narcotics, tobacco, alcohol and other contraband and dangerous goods/materials in any form is strictly prohibited in the shop. Further, smoking and consumption of alcohol/intoxicants in the premises are strictly prohibited.

17. The allottee/shop owner shall maintain the premises in good condition and keep it clean and tidy always.

18. The waste must be disposed of and 100% cleared before closing of each business day and cleared at sufficient intervals during the day. The firm shall maintain neat and cleanliness of the premises at all times.

19. In case of any loss or damage to the customers due to him/her employees negligence, the licensee shall responsible to make good the loss to the customer.

20. No child labour shall be employed by the licensee in any case. Full details of the employed person will be maintained by the allottee/shop holder and will be provided to competent authority as and when demanded.

21. The allottee/shop owner will not appoint any employee without proper Police identification/verification and shall supply the list of his workers deployed by him who shall be equally responsible to receive any orders/information issued from this office rather they shall be treated as like licensee in this regard.

22. The allottee/shop owner shall be fully responsible for good conduct and character of his/her employee(s) and employees shall be properly dressed and ensure that the dress is neat and clean at all times.

23. The allottee/shop owner shall be responsible for the repair of shop required, if any, during the lease period only after obtaining the prior permission of the Commissioner.

24. The allottee/shop owner shall not dump any empty packing, baskets or any material on the roof or in the open space outside the premises not allotted to him and shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the shop and the surrounding areas and disposal of garbage, in default a fine up to ₹ 1,000 can be imposed on the licensee by the competent authority.

25. On cancellation of lease, the shop shall be vacated by the allottee/shop owner immediately from the date of issue of notice in writing by the Council. The Council shall take immediate possession of the shop and make alternative arrangements to run the same immediately. If, any material or fitting belonging to him/her are not removed by him immediately as directed by the Municipal Council, these will become the property of the Council.

26. The allottee/shop owner shall be responsible to make all arrangements to ensure with regard to the safe custody. The Municipal Council shall not be responsible for any damage, loss or theft in shop, if any.

27. The allottee/shop owner shall not raise any legal dispute in the Court of law if, there is a dispute, the matter will be referred to an arbitrator who would be the Special Officer, Municipal Council or will be appointed by him and his decision shall be final and binding.

28. The decision of Commissioner, Pondicherry Municipal Council in regard to interpretation of the terms and conditions shall be final and binding and shall not be called in question in any proceedings before any Court or Forum.

29. All disputes arising out during the licence period shall be subject to the jurisdiction of Pondicherry Municipality.

30. All other terms and conditions, rules and regulations are mentioned in these Bye-laws.

31. Additional specific condition may be imposed by the Municipal Council whenever considered necessary and appropriate. The same shall be intimated to the licence in due course.

32. The allottee/shop holder shall strictly observe and follow all the orders and instructions issued by the Municipal Council from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of Licence Agreement, the lease/allotment can be cancelled by the Municipal Council without assigning any reason and security amount will stand forfeited.

Instructions to the Bidders

1. Interested bidders can visit the site on any working day. In case of any further clarification, the bidders may contact Commissioner, Pondicherry Municipality, at his Office of the Revenue Officer-II.

2. The blank e-auction/bid document will be available on payment of ₹ 1,000 (Non-refundable) immediately after the publication of e-auction notice, but, not later than 28th subject to submission of application on Letter Head of reputed traders/firms.

3. The bids must be submitted in one packet superscribed "NIT for Leave and Licence of Office No(s)/Shop No(s)/Stall No(s). In new with date and last date of submission mentioning as per the following.

- (a) The duly filled in e-Auction Form/Bid Document in the attached format along with additional information, if any.
- (b) Earnest Money Deposit (Refundable)
- (c) Security Deposit (Refundable)

4. The required Earnest Money Deposit and Security Deposit in the shape of Demand Draft drawn in favour of Commissioner along with the superscribed packet containing the above document Sr.No. shall be submitted to the Commissioner, Pondicherry Municipality or send by post or dropped in the e-Auction Box kept in the Chamber of Commissioner on or before the last date.

5. Late or incomplete bids will summarily be rejected or in case, the bid is not submitted with the appropriate authority, the same shall be summarily rejected.

6. The bid application without Earnest Money Deposit and Security Deposit will not be honored and liable to be rejected. The Earnest Money Deposit and Security Deposit will be refunded to the unsuccessful bidders.

7. All relevant information and documents must be furnished along with the proposals.

8. The Security Deposit of successful bidders, received at the time of application, by way of Demand Draft or Pay Order in favour of the Commissioner, Pondicherry Municipality, shall be withheld as maintenance deposit for the period of leave and licence agreement. This shall be refunded to the licence on expiry of the said leave and licence agreement and such deposit shall not accrue any interest in favour of licensee.

9. The Council/Commissioner reserve the right to cancel/reject any or all offers without assigning any reason whatsoever.

APPENDIX-D

LICENSING AGREEMENT

This deed of licensing agreement is executed on this day of20 between the Municipal Council of Pondicherry Municipality constituted under the Pondicherry Municipalities Act, 1973 (Act No. 9 of 1973), represented by the Commissioner, Pondicherry Municipality, hereinafter called the Licensor (which expression shall, wherever the context so admits, mean and include its successors and assigns) of the first part and Thiru/Tmt. son/ daughter /wife of Thiru/Tmt. residing at and carrying on business as hereinafter called the Licensee (which expression, where the context so admits, shall mean and include his/her heirs, executors, administrators, Legal representatives and permitted assignee) of the second part and Thiru/Tmt. son/ daughter/wife of Thiru/Tmt. residing at and carrying on business as hereinafter called the Surety (which expression, where the context so admits, shall mean and include his/her heirs, executors, administrators, legal representatives and permitted assignee) of the third part.

2. Whereas, the Licensor has decided to grant licence for Stalls/ Toilet block/Adikassu/Cycle parking/Bus entrance fee/Weighing machine fee collection in the area known as situated at more fully described in the Schedule hereunder, under the rules framed under the Puducherry Municipalities Act, 1973.

SCHEDULE

District : Puducherry

Taluk : Puducherry

Ward No. :

Block No. :

R.S. No. :

3. And whereas, an auction was held for allowing the privilege of using the Schedule mentioned premises for a period from to (months) on the terms and conditions prescribed by the Licensor under the said rules as amended from time to time :

4. And whereas, the Licensee is the highest bidder at the e-auction held on as aforesaid and offered to pay an amount of ₹ (Rupees only) per mensum and the Licensor has accepted the offer and has agreed to grant the licence for use of the Schedule mentioned place/ areal premises for the said purpose/work of.

5. Now, therefore, it is hereby agreed between the parties herein that in pursuance of the foregoing premises and in consideration of payment of ₹ (Rupees only) being the licensee fee for the privilege of occupying the premises more fully described in the Schedule for the whole period of licence of months the Licensor grants unto the Licensee and authorises him/her to use the said premises for a period of months commencing from to for the purpose of carrying on provided always that the Licensee shall be bound to quit the premises without any claim for compensation or damage within one week of the Notice of revocation of this licensee by the Licensor in the event of breach of any of the terms and conditions of this licensee or rule

appertaining thereto or in the event of the Licensee not paying the arrears for a period of three months in respect of the licensee fee payable as herein prescribed or when the Licensor (whose decision shall be final) deems it fit in the public interest to revoke the licensee or the licensee or the surety becoming insolvent.

6. The overall control and superintendence of the said place/areal premise for which the licence has been granted shall remain vested in the Licensor whose officers shall at all reasonable hours be entitled to inspect the said place about its *bona fide* use and about its state of repairs.

7. The Licensee shall not be entitled to allow any other person to occupy the premises in his/her stead or to use any part thereof. In the event of the death of the Licensee, prior to the expiry of the period fixed in the licence, the heirs or the legal representatives of the Licensee shall not be entitled unless otherwise decided by the Licensor to use the premises except that he/she shall be permitted to remove the goods, belongings or assets of the Licensee without injuring the premises within three weeks of such demise of the Licensee.

8. The Licensee shall have no interest in the said premises nor shall be deemed to have any interest in the property.

9. The Licensee covenants with the Licensor as follows:-

(i) To pay a security deposit equal to One/Three/Six-month(s) licensee fee, the amount of Security Deposit being liable to be refunded after the expiry/revocation of the licence in case of good conduct or otherwise the amount will be adjusted, against any penalty imposed in the respect, in such cases, the balance will be refunded after adjusting against the penalty.

(ii) To bear/pay and discharge all existing and future charges, assessment and outgoing payable in respect of the said place/area/premises inclusive of other sum that may, from time to time, be levied as such upon the said place/area/premises.

(iii) To keep the exterior and the interior of the premises and all additions thereto and the boundary walls and fences thereof protected from rains and soil and other pipes and sanitary and water apparatus and electric fittings and fixtures thereof in good and tenantable repair and condition.

(iv) Not to make or permit to be made under any circumstances any alterations in or additions to the licensed place/area/premises without the previous consent in writing of the Licensor or its duly authorized officers provided always that if, the Licensee is permitted to make any alterations by the Licensor or its duly authorized officers, the Licensee shall not be entitled to any compensation thereof.

(v) To observe and fulfill the terms and conditions prescribed by existing rules and those which will be enforced from time to time.

(vi) Not to assign, let or part with the possession of the licensed place/area/premises or any part thereof to any other unauthorized persons. If, there is any contravention of this rule, it will be construed that the premises has been let out and necessary action will be taken to evict the Licensee from the place/areal premises and the same will be put to auction. Any amount due under this licence shall be liable to be recovered under the Pondicherry Revenue Recovery Act and Rules made thereunder and as provided in the Pondicherry Municipalities Act, 1973 and the Rule and Bye-Laws made thereunder.

(vii) To yield up the licensed place/area/premises with all fixtures and additions thereto at the determination of licence in good and tenable repair and conditions in accordance with the covenants herein contained.

(viii) Not to change the nature of business/trade, *etc.*, without the prior permission of the Licensor.

(ix) Not to keep the place/area/premises closed or use it as storage/warehouse/godown.

10. The Licensor covenants with the Licensee as follows:-

(a) The Licensee paying the licence fee hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peacefully hold and enjoy the licensed place/area/premises during the said term subject to the stipulations in the licence;

(b) To carry out all repairs to main walls, roof and foundation due to fair reasonable wear and tears the decision of Executive Engineer concerned as to the necessity for such repairs being final.

11. On the expiry of the period fixed in the licence or on the revocation thereof under the terms and conditions fixed in this licence or under the rules appertaining thereto or on non-use of the place/area/premises for a period of one month, the Licensor may assume exclusive and absolute possession of the said place/area/premises and deal with it in such manner as it may deem fit. Any belongings of the Licensee found in such premises shall be liable to be auctioned unless claimed within one month of the assumption of such absolute and sole possession by the Licensor. The Licensor shall be entitled to appropriate out of the proceeds of such sales, the monies due to the Licensor from the Licensee.

12. The Surety covenants with the Licensor to be held joint and severally responsible along with the Licensee for the due performance of the covenants on the part of the Licensee.

13. In witness whereof: -

The common seal of the Municipal Council of Pondicherry the Licensor has hereunto affixed the Licensee and the surety/sureties have hereunto set their hands and seal the day and year first above written.

1. Signed by the Commissioner
for and on behalf of Pondicherry
Municipal Council.

In the presence of :

(i)

(ii)

2. Signed by the Licensee

In the presence of :

(i)

(ii)

3. Signed by the Surety/Sureties

In the presence of :

(i)

(ii)

The Common seal of the Municipal
Council of Pondicherry was
hereunto affixed.

APPENDIX -E

S1. No.	Name of the Shopping Complex	Location of the Shops	Number of Shops	OneTime Regularization Fee per shop	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1.	Edward Goubert Market (Big Market)	(a) Facing towards North of J.N. Street and East of M.G. Road in Ground Floor	54	₹ in lakhs 10	
		(b) Facing towards North of J.N. Street and East of M.G. Road in 1st Floor	55	8	
		(b) Rice Shop Line	40	5	
		(c) Vegetable Line	40	5	
		(d) Banana Leaf and Banana Line	40	5	
		(e) Mens wear line	40	5	
		(f) Grocery Line	40	5	
		(g) Betel Shop line Exclusive betel Fruits with betel	26 4	3 4	
		(h) Tin shop line	20	5	
		(i) Chicken stail line	20	5	
		(j) Cycle Stand Line	12	5	
		(k) Cloak tower ground floor	16	5	
		(l) Cloak tower first floor	8	5	

(1)	(2)	(3)	(4)	(5)	(6)
	Edward Goubert Market (Big Market)	(m) Metal Shop line	20	₹ in lakhs 5	
		(n) Mutton shopleveline	40		
		(o) Beef shop line	4		
		(p) Tiyaga Mudaliar Street line in Big Market	16	5	
		(q) Confectionary line	8	5	
		(r) Big market outside single shop on M.G. Road	1	5	
2.	Nellumandi Shopping Complex	Ground floor	29	10	
		First floor	28	8	
3.	H.M. Kasim Market (Chinnakadai)	(a) Facing towards M.G. Road Ground Floor	12	7	
		(b) Facing towards M.G. Road 1st Floor	12	5	
		(c) Inside Market	20	4	
		(d) Mutton Stalls	10	2	
4.	Old Bus Stand	—	6	3	
5.	Mudaliarpet Market	(a) Old	15	4	
		(b) New	6		
6.	Sakthi Nagar Complex (New allotment)	—	6	3	
7.	Saram Market Complex	Facing Kamaraj Salai and Lenin Street Ground Floor	15	10	

(1)	(2)	(3)	(4)	(5)	(6)
8.	Lenin Street	Facing Kamaraj Salai and Lenin Street First Floor	11	₹ in lakhs 8	
9.	Inside the Saram Market	Inside the Saram Market	40	5	
10.	DAT Opposite	DAT Road x Kumaraguru Pallam	2	5	
11.	Muthialpet Market	M.G.Road, Muthialpet	80	5	
12.	Grand Cannals	Phase-I, Opposite to Traffic Police Station Phase-II, Opposite to Canara Bank Phase-III, Near G.H.	17	10	
13.	Marapalam Shopping Complex	Upstair used for office purpose and ground floor remains closed.	5	5	
14.	Thengaithittu Market	Opposite Government Middle School, Thengaithittu.	6	3	
15.	New Bus Stand Main	Maraimalai Adigal Salai	4	20	
16.	New Bus Stand Annexure	Maraimalai Adigal Salai	12	30	
17.	Thiyagu Mudaliar Nagar SC	AFT Mill Road, Near AFT Mill.	44	5	