## പതിനാലാം കേരള നിയമസഭ

### പതിമൂന്നാം സമ്മേളനം

നക്ഷത്രചിഹ്നമിടാത്ത ചോദ്യം നമ്പർ: 3753

11.12.2018-ലെ മറുപടിക്ക്

# ബസ് ടെർമിനൽ കം ഷോപ്പിംഗ് കോംപ്ലക്കിലെ പാർക്കിംഗ്

<u>ചോദ്യം</u> ശ്രീ.കെ.എം.ഷാജി <u>മറുപടി</u> ശ്രീ. എ.കെ. ശശീന്ദ്രൻ (ഗതാഗത വകപ്പ മന്ത്രി)

( )	ബി.ഒ.ടി. അടിസ്ഥാനത്തിൽ (എ)	തമ്പാനൂർ ബസ് ടെർമിനൽ കോംപ്ലക്സിലെ
( <sub>4</sub> 9)		
	കെ.ടി.ഡി.എഫ്.സി. തലസ്ഥാന	Basement floor-ൽ ഏകദേശം 8007 Sq.ft.
	നഗരിയിൽ നിർമ്മിച്ചിട്ടുള്ള ബസ്	വിസ്തീർണ്ണം ഉണ്ട്. ഇവിടെ ഏകദേം 305 ഇരു
	ടെർമിനൽ കം ഷോപ്പിംഗ്	ചക്രവാഹനങ്ങൾ പാർക്ക് ചെയ്യാവുന്നതാണ്.
	കോംപ്ലക്സിൽ വലു <u>തം</u> ചെറുതുമായ	ബസ് ടെർമിനൽ കോംപ്ലക്സിലെ രണ്ടാം
	എത്ര വാഹനങ്ങൾ പാർക്ക് ചെയ്യു	നിലയിലെ പാർക്കിംഗ് ഏരിയയ്ക്ക് ഏകദേശം
	ന്നതിന് ഇടമുണ്ട്;ഇതിന്റെ ആകെ	11017 Sq.ft. വിസ്തീർണ്ണവും മൂന്നാം
	പാർക്കിംഗ് സ്പേസ് എത്ര;	നിലയിലെ പാർക്കിംഗ് സ്പെയിസിന്
	ഏതൊക്കെ നിലകളിൽ എത്ര	ഏകദേശം 11459 Sq.ft. വിസ്തീർണ്ണവും ഉണ്ട്.
	വീതം;	ഓരോ നിലയിലും യഥാക്രമം 54, 55 എന്നീ
		ക്രമത്തിൽ നാലുചക്രവാഹനങ്ങൾ വീതം
<u> </u>		പാർക്ക് ചെയ്യാവുന്നതാണ്.
(ബി)	ഇവിടെ വിവിധ ഇനം വാഹന (ബി)	പാർക്കിംഗ് സംബന്ധിച്ച കണക്ക് ചുവടെ
	ങ്ങൾ പാർക്ക് ചെയ്യുന്നതിന് ഈടാ	ചേർക്കുന്നു.
	ക്കുന്ന നിരക്കുകളുടെ പട്ടിക നൽക	ഇരുചക്രവാഹനത്തിനുള്ള പാർക്കിംഗ് ഫീസ്.
į	മോ; ഇവിടെ വാഹനങ്ങൾ പാർക്ക്	ക്രമ സമയം (മണിക്കൂറിൽ) <u>ത</u> ക സമയം (മണിക്കൂറിൽ)
	ചെയ്യുമ്പോൾ എത്ര മണിക്കൂർ	mo. (@ill@100)
	നേരത്തേക്കാണ് മിനിമം ഫീസ്	1. നാല് മണിക്കൂർ വരെ 10 രൂപ
		2. എട്ട് മണിക്കൂർ വരെ 12 രൂപ
	ഈടാക്കാറുള്ളത്;ഇതിൽ കൂടുത	3. പതിനാറ് മണിക്കൂർ 15 രൂപ
ľ	ലായി വരുന്ന ഓരോ എത്ര	വരെ

20 ത്രപ ഇരുപത്തിനാല് അധികഫീസ് 4. സമയത്തിനാണ് മണിക്കൂർ വരെ ഈടാക്കണമെന്നാണ് 15 ത്രപ പരമാവധി 30 ദിവസം 5. ;എന്നാൽ നിഷ്കർഷിച്ചിട്ടളളത് പ്രതിദിനം നിലവിലുള്ള പാർക്കിംഗ് ഫീസ് ലൈറ്റ് മോട്ടോർ വെഹിക്കിൾ പാർക്കിംഗ് ഇത് വ്യക്തിക്ക് പിരിക്കുന്ന ഫീസ്. ബാധകമാണോ; തുക ക്രമ സമയം (മണിക്കൂറിൽ) (രൂപയിൽ) mo. 20 രൂപ രണ്ട് മണിക്കൂർ വരെ 1. 30 ത്രപ നാല് മണിക്കൂർ വരെ 2. 40 ത്രപ എട്ട് മണിക്കൂർ വരെ 3. മണിക്കൂർ പതിനാറ് 50 ത്രപ 4. വരെ ഇരുപത്തിനാല് 80 രൂപ 5. മണിക്കൂർ വരെ 75 രൂപ പരമാവധി 30 ദിവസം പ്രതിദിനം പ്രസ്താവിച്ച നിരക്കിലാണ് വാഹന മേൽ കരാറുകാരൻ ഫീസ് പാർക്കിംഗ് ങ്ങളടെ പൊതു ജനങ്ങളിൽ നിന്നും വാങ്ങേണ്ടത്. കരാറുകാരൻ ചെയ്യവാൻ അപ്രകാരം ബാദ്ധ്യസ്ഥനുമാണ്. നിലവിലെ കരാറുകാരൻ വാങ്ങിയതായിട്ടുള്ള ഫീസ് അമിത പരാതികളൊന്നം തന്നെ ലഭിച്ചിട്ടില്ല. പാർക്കിംഗിന് വേണ്ടി അലോട്ട് ചെയ്തിട്ടുള്ള പാർക്കിംഗ് (സി) വ്യക്തിക്ക് (സി) പ്രസ്തത ഏരിയയിൽ മാത്രമേ പാർക്കിംഗ് പാടുള്ള സ്പേസിന് പുറമെ സ്ഥാപനത്തിലെ എന്ന് കരാറുകാരനെ രേഖാമൂലം അറിയിച്ചിട്ട മറ്റേതെങ്കിലും സ്പേസ് പാർക്കിംഗി സ്പെയിസ് മറ്റേതെങ്കിലും ള്ളതാകുന്നു. നായി ഉപയോഗിച്ച് വരുമാനമാക്കു ഉപയോഗിച്ച് വരുമാനം ഉണ്ടാക്കുവാൻ കരാറു ന്നതിന് അധികാരമുണ്ടോ; ഇല്ലെ ഇല്ലാത്തതുമാകുന്നു. അനമതി കാരന് ങ്കിൽ ഇക്കാര്യത്തിൽ നിലവിലുള്ള തമ്പാനൂർ ബസ് ടെർമിനൽ കം ഷോപ്പിംഗ് ഏജൻസി സുരക്ഷാ ഗ്രക്ഷേഗ്ര കോംപ്ലക്സിലെ സുരക്ഷ ജോലിക്ക് നിയോഗി ആയ KEXACON ന്റെ സഹായ ച്ചിട്ടുള്ളത് Kerala State Ex-Servicemen സ്ഥാപത്തിലെ ത്തോടെ Rehablilitation and Development സ്പേസുകളം പാർക്കിംഗ് ഉപയോഗ Corporation (KEXCON) എന്ന സർക്കാർ ത്തിൽപ്പെടുത്തി കെ.ടി.ഡി.എഫ്. സ്ഥാപനത്തിൽ നിന്നം മേഖലാ കബളിപ്പിച്ച് സർക്കാരി പൊത

സി.യെ

	നെയും പൊതുജനത്തെയും കൊള്ള യടിക്കുന്ന നടപടി ഉടൻ അവസാ നിപ്പിക്കാൻ നടപടി സ്വീകരിക്കു മോ; നിലവിൽ കരാർ എടുത്തിട്ടുള്ള		എടുത്തിട്ടുള്ള സെക്യൂരിറ്റി ജീവനക്കാരെ യാണ്. കെ.റ്റി.ഡി.എഫ്.സി.യെ കബളി പ്പിച്ച് അധിക സ്പെയിസ് പാർക്കിംഗിന് നൽകി വരുമാനം ഉണ്ടാക്കുന്നതായി നാളിതു വരെ പരാതിയൊന്നും കെ.റ്റി.ഡി.എഫ്.സി. ക്ക് ലഭിച്ചിട്ടില്ല. കരാറുകാരനമായി കെ.റ്റി.ഡി.എഫ്.സി
(ഡി)	നിലവിൽ കരാർ എടുത്തിട്ടുള്ള വ്യക്തിക്ക് ഇവിടത്തെ പാർക്കിംഗ് സ്പേസ് ഉപയോഗപ്പെടുത്തി വരുമാ നമുണ്ടാക്കുന്നതിന് സർക്കാർ നൽകിയ കരാർ പത്രത്തിന്റെ പകർപ്പ് ലഭ്യമാക്കുമോ; എങ്കിൽ കരാർ പ്രകാരം എന്ത് ഇക സർക്കാരിന് ലഭിച്ചു; എന്നാണ് കരാർ കാലാവധി അവസാനിക്കു	4	ഒപ്പിട്ടിട്ടുള്ള കരാറിന്റെ പകർപ്പ് അനുബന്ധ മായി ചേർത്തിരിക്കുന്നു. 15.10.2018-ൽ ആരംഭിച്ച കരാർ 14.10.2019-ൽ അവസാനി ക്കുന്നതാണ്.
( <u>m</u> )	2 -2 - magnalas		പാർക്കിംഗ് ഫീസ് സംബന്ധിച്ച വിവരം പൊതു ജനങ്ങൾ കാണത്തക്കവിധം വലിപ്പത്തിൽ എഴുതി പ്രദർശിപ്പിച്ചിരിക്കണം എന്ന് കരാറുകാരനോട് നിർദ്ദേശിച്ചിട്ടുള്ളതും കരാറിൽ ഉൾപ്പെടുത്തിയിട്ടുള്ളതുമാണ്. കൈ കൊണ്ട് എഴുതി പാർക്കിംഗ് ഫീസ് ഈടാക്കുന്നതായി നാളിതുവരെ ശ്രദ്ധയിൽ പ്പെട്ടില്ല. ഇപ്രകാരം പാർക്കിംഗ് ഫീസ് ഈടാക്കുന്നതായി ശ്രദ്ധയിൽപ്പെടുന്നപക്ഷം പരിഹാരനടപടികൾ സ്വീകരിക്കുന്നതാണ്.



This agreement is made this the 29th September 2018 BETWEEN Kerala Transport Development Finance Corporation Limited, a Company registered under the Indian Companies Act, 1956 and having its Registered office at Level 8 [6th Floor], Trans Towers, Vazhuthacaud, Thiruvananthapuram (hereinaster called the 'Corporation' / 'KITDFC' which expression shall, unless otherwise excluded by or repugnant to the context or meaning thereof, include its representatives, successors, administrators and represented by Marthandan, aged S/o V. Kumaraswamy, Principal Project Consultant, Kerala Transport Development Finance Corporation Limited of ONE PART.

AND

PRINCIPAL PROJECT CONSULTANT KTDFCLtd

L. Jayalekshmy

Abhilash D. J. Okily



കേരളം केरल KERALA

BX 719068

Sgi. Abhilash AJ Nair, (S/o Ayappan Nair), aged 30, Puthuval Puthen Veedu, 6, Aniyoor, Steekaryam, Trivandrum - 695 587 (hereinafter called the 'licensee' which term shall, urless otherwise excluded by or repugnant to the context or meaning thereof, include his heirs, representatives, agents and administrators) of the OTHER PART.

WHEREAS the Corporation invited e-tenders for Licence for Operation and Maintenance of Pay and Park Facilities in the in the Basement, Second & Third Floors of the KSRTC Bus Terminal Complex, Thampanoor. (hereinafter referred to as the 'pay and Park facilities') period of one year as per Tender No. KTDFC/BOTP/eter der/231/OMPP/TMPR/2016 dated 24/05/2018;

WHEREAS the licensee submitted e-tender dated 11.06.2018 for Licence for Operation ard Maintenance of Pay and Park Facilities to KTDFC;

> K.V.MARTHANDAN PRINCIPAL PROJECT CONSULTANT

Abhlash A. J. Nai chemparkhaomm

. Javalekshmy Pazhavangadi Vendor Horash Aldress

0

WHEREAS the e-tenders received were opened on 18/06/2018 (extended date);

AND WHEREAS the Corporation found the tender of the licensee, in respect of Licence for Operation and Maintenance of Pay and Park Facilities in KSRTC Bus Terminal Complex, Thampanoor, acceptable and accordingly issued acceptance letter No. KTDFC/BOTP/E-TENDER/231/OMPP/2016 dated 10.09.2018 awarding the Licence for the agreed monthly licence fee of Rs. 4,71,111/- and thereby the licensee was also instructed to execute the agreement after remitting Rs. 2,00,000 (Rupees Two Lakhs) towards Interest Free security deposit, upon the terms and conditions set forth in the Tender Document.

AND WHEREAS the Licensee has remitted Rs. 2,00,000 (including EMD) towards the Interest Free Security Deposit. Out of the Security Deposit amount of the Licence for Operation and Maintenance of Pay and Park facilities in the BTC, Thampanoor for 2018-19 valid upto 30.09.2019.

AND WHEREAS the Licence was accordingly granted to the Licensee w.e.f 15.10.2018 to 14.10.2019.

### NOW, THEREFORE, THIS AGREEMENT WITNESSETH as under:

- 1. That the Licence is issued for a period of 12 months w.e.f 15.10.2018 to 14.10.2019. and the licensee undertakes to Operate and Maintain the Pay and Park Facilities in the Basement, Second & Third Floors of the KSRTC Bus Terminal Complex, Thampanoor strictly as per the terms and conditions contained in the etender document and as per the directions of the officials of the Corporation or its authorised representatives and as per the terms of this agreement with effect from 15.10.2018 for a period of 12 months.
- 2. Licensee shall use only the space earmarked by KTDFC for the purpose of conducting the Pay & Park facility.

PRINCIPAL PROJECT CONSULTANT

KTDFCLtd

Abhially . Athias

- 3. Licensee shall not conduct or permit to conduct any other business in the space earmarked for parking facility for vehicles. The Licensee and his employees shall have to take all required precautions to see that none of their actions within the earmarked space shall amount to violation of terms and conditions of Licence, any rules and regulations or cause any nuisance or annoyance or inconvenience to others, passengers, functioning of KTDFC & KSRTC and their operations and general public.
  - 4. Licensee shall not make or permit under any circumstance, any alteration or additions to the earmarked space without obtaining prior written consent of KTDFC. If the Licensee is permitted to make any alterations or additions, he shall not be entitled to any compensation thereof. Similarly Licensee shall remove all such permitted alterations/ additions, if directed by KTDFC, at his own cost on the expiry / termination of Licence and handover the possession of the space earmarked for parking to KTDFC in the same manner as it was handed over to him.
    - 5. The Licensee shall keep the earmarked space of parking and premises clean at all times and shall make his own arrangements for proper disposal of garbage/ wastes, otherwise, KTDFC will have the right to impose penalty. The Licensee is prevented from keeping or storing in or upon the allotted space / premises, petrol or any other goods of combustible, hazardous or explosive nature or goods / items not permitted under law.
    - 6. The Licensee shall remit the monthly Licence fee of Rs. 4,71,111 (Rupees Four Lakh Seventy One Thousand and One Hundred Eleven Only) with

K.V.MARTHANDAN
PRINCIPAL PROJECT CONSULTANT
KTDECHE

Abhias V

applicable GST in advance on or before the 7th day of every month along with such other amounts billed and notified by KTDFC. The Licensee shall pay interest at the rate of 18% per annum on the belated payment of amounts due to KTDFC. The licensee further agrees to pay GST, if any, as per rates prevailing from time to time and also to pay all other applicable taxes including TCS and TDS, if applicable and statutory dues, if any, over and above the licence fee. Statutory fees payable to the local bodies and fee/ subscription/ contribution payable to various Central/ State Authorities/ Departments like the EPF, Labour Departments, etc. as the case may be, during the period of Licence. The licensee further agrees by virtue of this agreement that the Licence fee agreed shall be exclusive of all applicable taxes and that the Licensee shall pay all applicable taxes including GST, if applicable, in addition to the payment of licence fee to KTDFC. KTDFC will not have any responsibility in this regard.

- 7. The Licensee shall not cause or permit to do any act, which in the opinion of KTDFC, would disfigure and/ or damage the stability, life and strength of the building. Licensee shall always keep the exterior and the interiors in good and tenable condition and carry out necessary repairs and maintenance in time as may be directed by KTDFC.
- 8. The Licensee shall permit the Managing Director or any authorised officers of KTDFC to enter the earmarked parking spaces and inspect the conditions thereto and do the necessary work and repairs at all reasonable times at the cost of the Licensee if the same are found to be done due to the acts or omission of the Licensee or his employees, personnels, etc. They shall not use prohibited items

K.V.MARTHANDAN
PRINCIPAL PROJECT CONSULTANT
K.T.D.F.C.Ltd

Abricash

and shall always try to have Eco-friendly measures adopted for the upkeep of the parking space.

- 9. It is the responsibility of the Licensee to obtain required Licence or permission, if any, from the Local Self Governments concerned/ Government Agencies for the operation & maintenance of the Pay & Park facilities, if required. KTDFC will not in any way be responsible, in case the Local Authority/ Government Agencies do not permit the Licensee to carry out their function in the space earmarked for parking.
- 10. The security deposit amount Rs. 2,00,000/- shall remain in the account of the KTDFC till the expiry of the Licence period of twelve months or its earlier termination, as the case may be, and thereafter security amount shall be refunded to the Licensee without any interest within 30 days, after deducting any amount that may be due to KTDFC. The Licence is not transferable. Similarly KTDFC reserves the right to revoke the Licence if the operation and maintenance of the facility by the Licensee is not satisfactory or if the Licensee commits breach of any terms and conditions, by serving 15 days notice in writing. Licence can also be terminated by giving 60 days notice in writing from either side without assigning any reason. If there occurs any damage to the fittings/ structure/ articles in the facility due to the acts/ omission/ negligence/ default/ failure/ breach of conditions, the value of such damaged things will be deducted from the security deposit and if the same is not sufficient, the balance amount will be recovered from the Licensee by taking legal actions including actions as per the provisions of the Kerala Revenue Recovery Act. Similarly KTDFC shall also

K.V.MARTHANDAN
PRINCIPAL PROJECT CONSULTANT
KTDFCLtd

Abhirash Adminer

7

have the right to recover any other amounts due from the Licensee by taking recourse to the procedure above mentioned.

- 11. In the event of the demise of the Licensee, KTDFC should deem this contract as cancelled.
- 12. Not withstanding any thing, if any, to the contrary contained in any other clauses, KTDFC shall have the right to terminate the Licence forthwith and to take back the Pay & Park facility, if anything is done by the Licensee contrary to the conditions mentioned herein. In such cases, if the Licensee fails to handover the vacant possession voluntarily, KTDFC shall have the absolute right to take actions to evict the Licensee. Any loss, expense, damage, etc. if any caused to KTDFC in this regard or on account of the actions, inactions, breach, negligence, violations, etc. of the terms and conditions by the Licensee if any, and if the same is not sufficient/if there be no such amounts, the amount/balance amount will be recovered from the Licensee by taking legal actions including actions as per the provisions of the Kerala Revenue Recovery Act. Similarly if any loss, expense, damage, etc., is caused to KTDFC, on account of the actions, inactions, breach, negligence, violations, etc. of the Licensee or his other employees, representatives, etc., as the case may be, of the terms and conditions of the Licence mentioned in the e-tender and this agreement, or such other directions to be issued by KTDFC from time to time or the rules applicable from time to time, the same will also be recovered from the Licensee (in addition to the termination of Licence) in the manner above mentioned. Similarly KTDFC shall also have the right to recover any other amounts found due from the Licensee by taking

K.V.MARTHANDAN

EPROJECT CONSO KIDFOEM Abhirash Alhiner

recourse to the procedure above mentioned.

13. Not withstanding anything, if any, to the contrary contained in any other clauses, KTDFC also reserves the right to terminate the Licence and to take back the Pay & Park facility, if the Licensee commits any negligence, inadequacy of performance, violations, inactions, breach of terms and conditions of the Licence, etc., or act detrimental to the interests of KTDFC in the opinion of KTDFC, or if it has been directed by the Government of Kerala to terminate the Licence at any time for any reasons whatsoever, by serving 45 days notice in writing, without payment of any compensation or damages. In such terminated Licensee by taking recourse to the procedure earlier mentioned. The Licensee shall always be fully responsible for any loss, damage, expenses, if any, that may be caused to KTDFC due to any actions/failure in taking actions from the part of Licensee in accordance with the terms of Licence and such amounts shall also be recovered from the Licensee by taking recourse to the procedure earlier mentioned. Silliarly if there occurs any damage to the fittings/structure/articles in the facility due to the acts/omission/negligence of the Licensee or his employees, the same shall also be recovered from the Licensee.

14. The breach/violation by the Tenderer/Licensee of any of the conditions mentioned herein or prescribed by KTDFC from time to time will lead to the rejection of tender/termination of Licence as the case may be. KTDFC has undertaken the construction and operation of the KSRTC Bus Terminal Complex at Thampanoor in the land owned by KSRTC, on BOT basis, on the basis of the

K.V.MARTHANDAN
PRINCIPAL PROJECT CONSULTANT
KTDFC1td

Abhilash Abhire

orders issued by the Government of Kerala. As per the Government Orders, KTDFC shall operate the Project on BOT basis till the total project cost spent by KTDFC along with its applicable interest is realised fully from the Project and thereafter to hand over the Project to KSRTC. Hence, notwithstanding anything, if any, to the contrary contained in any other clauses, if it has been directed by the KSRTC, at the time of handing over of the Project to KSRTC on realisation of the entire project cost and applicable interest or on handing over of the Project by KTDFC to KSRTC on making any alternate arrangements for the realisation of the entire project cost and applicable interest from KSRTC by any other means, in case the Licence period is not completed at the time of such handing over, to terminate the Licence, KTDFC reserves its right to terminate the Licence by serving 45 days notice in writing, without payment of any compensation or damages. Within the said period of 45 days, the Licensee shall give vacant possession of the space to KTDFC in the same condition as it was handed over to him without any claim or excuse. If the Licensee fails to hand over the Pay & Park facility voluntarily after directing so by KTDFC, KTDFC shall have the absolute right to take actions to evict the Licensee. The Licensee shall be responsible for any loss, expense, damage, etc., if any, that may be caused to KTDFC in this regard. However if the Licensee and KSRTC decide to continue the Licence on mutual consent, the Licensee can continue the Licence subject to the transfer of responsibility of the Licensee for the further payments of the agreed amounts to KSRTC, strictly subject to the other conditions specified in this agreement. In such a scenario, the rights and responsibilities of

K.V.MARTHANDAN
PRINCIPAL PROJECT CONSULTANT
KTDFCLtd

Abhiragh Aldriagh KTDFC as the Licensor shall be transferred to KSRTC, as if the Licence has been granted by KSRTC.

- 15. Licensee shall be fully responsible for the life and security of persons including the public in the allotted Pay & Park facility. The Licensee shall be responsible for the payment of compensation for any accidents, if any, that may occur in the earmarked space for Pay & Park operations. Similarly, in case of necessity of making payment of compensation under the Workmen Compensation Act or under any law to any personnel engaged by the Licensee, for any matters arising out of or in the course of employment under Licensee, the same shall be paid by the Licensee. KTDFC shall not have any responsibility in the above matters. If KTDFC has been directed by any authority to make any payment in the above matters, then such amount along with applicable interest shall be recovered by KTDFC from the Licensee.
- 16. KTDFC shall provides bare space for the subject services. Other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operations of the services shall be provided by KTDFC, subject to the payment of applicable charges. In addition to the Licensee fee, the Licensee shall pay all charges towards consumption of electricity and water for operating the Pay & Park facility as may be billed and notified by KTDFC. Such charges shall be paid within the date specified in the bill. In the event of default of payment of said charges, KTDFC may, without prejudice to its other rights, disconnect or cause to be disconnected the water and

K.V.MARTHANDAN
PRINCIPAL PROJECT CONSULTANT
KTDFCLtd

Abhicaer

electricity to the said facilities without any notice and the Licensee shall not be entitled for any compensation whatsoever on account of any such disconnection.

- 17. Non-compliance with any of the conditions given herein may lead to the termination of Licence.
- 18. The Licensee shall intimate KTDFC the names of the persons to be employed by him for the operation and maintenance of the facility.
- 19. All the facilities should function for twenty four hours a day and 7 days a week continuously.
- 20. The Licensee shall regulate the parking of vehicles at the designated parking areas at the premises of KSRTC Bus Terminal, and charge parking fees strictly at the following rates:-

#### Two Wheeler:

Time (in Hours)	Amount (in Rupee) Rs.10/-	
Upto 4 hrs		
Upto 8 hrs	Rs.12/-	
Upto 16 hrs	Rs.15/- Rs. 20/-	
Upto 24 hrs		
Max 30 days	Rs.15/- per day	
	Upto 4 hrs Upto 8 hrs Upto 16 hrs Upto 24 hrs	

#### Light Motor Vehicle:

Sl No.	Time (in Hours)	Amount (in Rupee)
	Upto 2 hrs	Rs.20/-
2	Upto 4 hrs	Rs.30/-
3	Upto 8 hrs	Rs.40/-

K.V.MARTHANDAN
PRINCIPAL PROJECT CONSULTANT

Addison Addison

the expiration of the said term of the period of the Licence or its earlier termination thereof, as the case may be, the Licensee shall hand over vacant and peaceful possession of the Licenced Parking space to KTDFC in the same condition in which the same was handed over to the Licensee subject to normal wear and tear. The Licensee's occupation of the Licenced Parking space and its operation after such expiration or revocation will be deemed to be that of a tresspasser.

- 26. The Licensee shall maintain regular and proper account books along with other supporting documents regarding the service rendered by the Licensee in the said premises and said accounts / documents shall at all times be kept open for inspection by KTDFC. The Licensee shall provide to KTDFC, if required by KTDFC, statements of audited accounts in such manner and within such period that KTDFC may prescribe. The Licensee shall also keep proper records of the vehicles parked in the facility.
- 27. It shall be the duty of the Licensee to pay the salary and other payments to the personnel engaged by the Licensee for the operation and maintenance of the pay & park facilities. There shall not be any employer employee relationship between KTDFC and the personnel to be engaged by the Licensee. All responsibilities, Liabilities etc. with respect to the personnel engaged by the Licensee shall be absolutely and exclusively vested with the Licensee. KTDFC shall not have any responsibility in this regard. If KTDFC has been directed by any authorities for payment of any compensation, fine etc., in this regard, the same shall be charged and recovered from the Licensee by taking recourse to the

K.V.MARTHANDAN
PRINCIPAL PROJECT CONSULTANT

Abhirash Albriagh

procedure mentioned herein before.

28. All the times during the currency of the Licence agreement, it shall be the responsibility of the Licensee to obtain proper insurance coverage including theft and burglary in respect of all the movable and immovable assets parked/ stored or used in the licensed space and KTDFC shall not be responsible for any loss or damage caused to the Licensee on any account whatsoever.

- 29. Licensee shall operate the subject facility by charging the fixed rate from users as mentioned above. KTDFC reserves to itself the right to modify the fixed charges from time to time and the Licensee shall not have any right to claim any modification of the fixed charges.
- 30. Licensee shall use the designated space only for the bonafide purpose, for the operation and maintenance of the parking facility for the use of all passengers/public and bonafide visitors to the Complex and officers of KTDFC, KSRTC and State/ Central Government and for no other purpose. Parking facilities shall be extended free of charges to KTDFC staff on proof of their identity.
- 31. The Licensee shall not erect or display any advertisement or signboards without obtaining the prior approval in writing from KTDFC.
- 32. The Licensee shall not unilaterally terminate the Licence agreement before the expiry of the period of the Licence except by giving 60 days notice in writing as earlier mentioned. Otherwise the Licensee shall be liable to pay to KTDFC (without any demur or question) such amount of money as KTDFC may decide as damages to it by the Licensee in accordance with the other provisions of this

K.V.MARTHANDAN
PRINCIPAL PROJECT CONSULTANT
K T D F C Ltd

Abhiras M

37. The entire Interest Free Security Deposit remitted by the Licensee shall remain with KTDFC till the expiry of the Licence period or its earlier termination, as the case may be, and thereafter the Interest Free Security Deposit shall be refunded to the Licensee, within 30 days without any interest, after deducting any amount that may be due to KTDFO or to other institutions or parties not paid by the Licensee in relation with the Licence. Similarly if Licensee retreats from the contract before the expiry of the tenure of the Licence period, then, 25% of the Interest Free Security Deposit will be forfeited and the balance 75% will be paid back, expect in the case of termination after giving 60 days notice in advance, subject to the deductions, if any. If a Licensee retreats from the Licence before the expiry of the tenure of the Licence period, the Licensee will be responsible for the financial loss to the incurred by KTDFC, till the subsequent allotment of

38. Disputes if any, arising out of and/ or relating to this Agreement shall be subject to the exclusive jurisdiction of Courts of competence in Thiruvananthapuram, Kerala.

the Licence and if the amount forfeited from the security deposit is insufficient

to cover the loss, then the balance amount shall be recovered from any

amounts due to the Licensee or if insufficient or absent, then by legal means

including actions as per the provisions of the Kerala Revenue Recovery Act.

IN WITNESS WHEREOF the parties hereto have hereunto, set their hands and seals

K.V.MARTHANDAN RINCIPAL PROJECT CONSULTANT Achiens?

the day, month and year first above written.

K.V.MARTHANDAN PRINCIPAL PROJECT CONSULTA

Signed sealed and delivered by Sri. K. V. Marthandan, Principal Project Consultant for and on behalf of Kerala Transport Development Finance Corporation Limited, 6th Floor, (Level-8) Trans Towers, Vazhuthacaud, Thiruvananthapuram, (the Lessor)

Signed and delivered by SSri. Abhilash AJ Nair, (S/o Ayappan Nair), aged 30, Puthuval

Puthen Veedu, 6, Aniyoor, Sreekaryam, Trivandrum - 695 587 ('Licensee')

#### In the presence of witnesses:

(

1. K Ayyappan Naih Kunnorthu Virokathu Veedu Aniyoo H Zhempzhanthy. P. O

695587

2. Neether. S

AR, KEDPE

6th floor, Towns Town,

very butherend,

Types

K.A.W

Mars On olaw