



ਪੰਜਾਬ ਕੇਂਦਰੀਯ ਵਿਸ਼ਵਵਿਦਯਾਲਯ, ਬਠਿੰਡਾ
Central University of Punjab, Bathinda
ਪੰਜਾਬ ਕੇਂਦਰੀ ਯੂਨੀਵਰਸਿਟੀ, ਬਠਿੰਡਾ
NAAC ACCREDITED 'A' GRADE UNIVERSITY
'Five Star' Rating Under GRIHA LD for Master Plan

Ref. No. CUPB/Estate/2023-24/01

Date: 27.04.2023

On site Auction Notice

Subject: On site Auction Notice of 10 shops constructed in the Campus of Central University of Punjab, village Ghudda, Bathinda (Punjab).

It is informed that Central University of Punjab has constructed 10 no. of shops (15 feet x 21.5 feet) with the Porta Cabin structure made of insulated panels and structure steel. The type of shops to be auctioned on rent basis under this notice is as below:

S. No.	Description of shop on rental basis	No.	Minimum Base rent (in Rs.)
1.	Stationary/ Photocopier/computer Café/Mobile Shop	02	5000/-
2.	Canteen/Dhabha	02	5000/-
3.	Confectionary cum Bakery shop cum Juice Parlour	02	5000/-
4.	Barber Shop	01	3000/-
5.	Grocery cum Vegetable shop	02	5000/-
6.	Laundry cum Dry cleaning shop	01	3000/-

The interested firms are invited for onsite auction of above shops on rent basis in the University premises for 02 (Two) years as per terms and conditions laid down by the Central University of Punjab attached at **Annexure – A**.

Date of Auction: 10.05.2023 at 10 AM

Venue of Auction: Central University of Punjab, village Ghudda, Distt. Bathinda

Documents to be submitted by the interested bidders at onsite auction:

- PAN Card
- Adhar Card
- GST Certificate
- EMD – Rs. 10000/- in the shape of demand draft in the favour of Registrar, Central University of Punjab. If bidder fails to deposit this amount at the onsite auction, then he will not allowed to be participate in onsite auction.

University has the right to cancel the auction at any time without giving any reason.

Registrar

19.

General terms & Condition of Shops

1. That the period of lease shall be for 2 years (subject to satisfactory services). The lease period commencing from _____ to _____ on a monthly rent of Rs. _____/- p.m. plus GST and Rs. 100/- p.m. fixed water charges and Rs. 750/- license fee. There shall be an increase of 10% every year on compounding basis.
2. That the above mentioned period from _____ to _____ is only in respect of the agreed monthly lease money and does not vest any other right in the lessee.
3. That the lease money shall be payable in advance by the lessee by the 10th of each calendar month by depositing through RTGS/ NEFT in the A/C and same be intimated to the Estate Branch. In case of delay, the lessee will have to pay compound interest @ 18% per annum to the lessor.
4. That the lessee shall deposit security amount of Rs. _____/- equal to the amount of three-month lease money & one month's Advance Rent through RTGS/ NEFT in the A/C No _____ and GST in the University Account and same be intimated to the Estate Branch, before the commencement of the lease. No interest will be payable on the security amount.
5. That the lessee shall abide by all the Capital of Punjab (Development and Regulation) Act. 1952 along with the rules framed thereunder and abide by the rules and regulation framed by the University from time to time. Future, this lease is subject to the Public Premises (Eviction of Un-Authorized Occupant) Act. 1971.
6. That in case of any levy, cess, Property Tax, GST or any other liability whenever imposed by any State/ UT or Central Govt. or any other Competent Authority, the same shall be paid by the lessee directly to the authority concerned without any objection.
7. That the lessee shall not cause any damage to the premises and will hand-over the premises in the same condition as it has been leased to him and it shall be the responsibility of the lessee to keep the premises in good condition.
8. The annual white washing, biennial paint or any other type of minor repairs/maintenance shall be carried out by the lessee at his cost and expense.
9. That the lessee shall use the premises only to carry on the trade of shops as approved only. The lessee shall not put the premises to any other use including allied or ancillary trade without the prior written consent of the lessor. Change of trade without such consent shall lead to automatic termination of this lease.
10. That the lessee shall not start additional trade or change the trade unless prior permission for the same has been given by the lessor.
11. That the lessee shall not make any additional or alteration of any type or otherwise in premises without obtaining prior written consent of the lessor. In case the addition or alteration is permitted by the lessor, the same shall be carried out by the lessee at his own cost and he will not be allowed to remove them at the termination of the lease.

12. The lessee shall remain and enjoy on the leased premises on behalf of the lessor as long as the lessor permits for running the trade as approved only.
13. That the lessee shall keep the premises/shops and the surroundings neat and clean and shall not be allowed to keep anything in the verandah (in front of the shops) on the roof or in the open space. The Registrar or his representative may without any prior notice, can check the encroachment by way of keeping articles/materials in the Varandah and can impose fine @500/- to 5000/- to this effect also responsibility of the Cleaning inside the shop & 10 ft. around shop should be responsibility of lessee and disposal of garbage will be the responsibility of lessee.
14. That the lessee shall not sub-let or part with the premises or part thereof in any from whatsoever (even in the form of partnership) to anyone.
15. That the lessee shall pay the Electricity charges as per actual consumption of the Electricity meter at the commercial rate and water charges and license fee @ Rs.750/- p.m. to the university and the lessee shall install water RO purifier for the purpose of drinking water at his own cost. The lessee is liable to deposit Rs.10,000/- as security against Electricity supply which shall be refunded at the time of handing over the vacant possession of the shop.
16. The lessee shall not store empty packing cases or baskets or any goods or any other material on the open space around the premises or any other place from where such goods or material may be visible from outside. The area in front of the side premise shall not be encroached upon and used or allowed to be encroached upon for any purpose other than the public passage.
17. The lessee would provide dust free, mosquito/ fly free environment. The conditions, which increase the infection, shall not be allowed. The lessor reserves the right to issue directions from time to time for proper sanitation and cleanliness of the premises. These will have to be followed by the lessee.
18. That in case the lessee vacates the shop/ Premises before the expiry of the agreed period, the Lessor shall have the right to forfeit the security deposit.
19. That tenure of this lease shall be for an initial term of Two (02) years commencing from _____ to _____ both days inclusive, subject to any extension. The process of finalizing the lease Rent shall commence six (6) months prior to the completion of initial Term. Lessor and lessee shall arrive at a mutual consensus with reference to the lease Rent and the other terms within sixty (60) days prior to the expiry of the initial Term. In the event the Parties are unable to arrive at a mutual consensus, atleast 60 days before expiry of the lease Term, Lessor will have right to refuse renewal of lease and allot the space to some other occupant on expiry of lease term.
20. That the lessee shall sell the eatables on the agree rates between him and lessor or MRP with discounts. The lessee shall maintain quality, quantity / size / weight of the eatables. The lessee shall use the standard/ branded quality of material for preparation of eatables such as Tata Tee Leaf, branded Besan and good quality cooking oil for snacks etc. and he shall conspicuously display latest rate list of eatables approved by Registrar from time to time.

21. That the lessee shall get the lease-deed registered from the competent authority at his own cost and deposit the original lease-deed with the Estate Branch of the University on 100/- rupees e-stamp paper.
22. That the lessee shall not use any part of the leased premises for the purpose of residence. The lease shall stand terminated if any part of the premises is found to be used by anyone for residence.
23. That the lessee declares that he is and will remain the sole owner of the business in the premises afore-mentioned and will not enter into partnership with anyone without prior written permission of the lessor. The lease will be terminated automatically if he inducts another person as his partner in business.
24. That the lessor or his nominees shall have access to the premises at all reasonable time to inspect and see for himself that the agreed conditions are strictly adhered to by the lessee. The lessee should submit the police verification of his/ her workers and other document as proof to the Estate Office.
25. That the lessee shall neither object nor obstruct the entry of the lessor on the leased for inspection maintenance and taking over of the premises on the termination of the lease under any of the clauses of this deed.
26. That the quantum of minor maintenance including (patch work of cement concrete plaster or patch work of wooden joining, tightening of screws of fitting etc.) cleanliness to be carried out by the lessee will be decided by the Executive Engineer of the University whose decision will be final and binding and the same shall be carried out by the lessee at his own cost and expenses.
27. That the lessee shall dispose of the garbage only at the prescribed garbage bins on his responsibility. The Registrar may impose a fine upto Rs. 1000/- if the lessee is found spoiling the cleanliness by throwing garbage at un-authorized places. The disposal from the camps is responsibility of lessee.
28. That the lessee shall not indulge in such activity which will cause nuisance to other or which is considered by the Registrar as not congenial to the Campus atmosphere.
29. That the lessee shall not commit any act or omission, which is detrimental to the CUPB in any manner. Indulgence in any such act or omission and violation of any term of this lease deed will amount to automatic termination of the lease and forfeiture of security.
30. That the lessor may allow the use of open space by the lessee such as (putting up a tent) purely on temporary basis on payment of requisite charges.
31. The lessee shall ensure that the relevant provision of Food Safety and Standards Act 2006 are adhered to in preparation, packaging, serving and equipment to be used in the process.
32. That in case lessee commits breach of any of the above terms and conditions of the lease, it will stand terminated forthwith and the lessee will not be entitled to the convenience of any notice of termination and the security amount will be forfeited.

33.

- a) The lessee shall not employ any child labour (s) in contravention of child labor (Prohibition and regulation) ACT, 1986.
- b) The lessee will be fully responsible for labour Laws & Establishment legislation including minimum wages, ESI, P.F. & Workmen Compensation etc.
- c) The lessee at his own cost, would be required to make necessary fire safety arrangement in the shops and also install appropriate number of fire extinguishers in consultation with the fire Office of P.U. to ensure safety and security of the public, self and institute's property as mandatory by factories Act, 1948.
- d) No obnoxious trade like Bidi, Cigarette, Pan Masala etc., shall ensure strict 'NO SMOKING' inside the premises.
- e) The lessee at his own cost, would be required to make necessary arrangements for dustbins inside the shops and outside the shop (sufficient size not less than 100 ltr).

34. The lease-deed/agreement shall be terminable at the option of either of the parties and the party terminating the lease-deed/ agreement shall be required to give 30 days advance notice to this effect in writing.

35. The Registrar, may modify, impose or relax any clause in the terms and conditions.

36. That the automatic termination of this lease on account of violation of any one of the aforesaid clauses will make it obligatory for the lessee to vacate the premises voluntarily within 10 days from the date of the violation, failing which lessee will be deemed to be continuing illegally on the premises and in addition to other legal liabilities, the lessee will be liable to pay a penalty equivalent to one month rent for every day of the illegal continuance on the premise.

37. That notwithstanding anything in the foregoing clauses of this deed, the lessee shall obey and abide by all such orders/directions issued by the Government of India and the CUPB from time to time which are in the overall larger interest of the University (Lessor).

38. That the lease-deed will be automatically terminated on the expiry of period and lessee will hand over the vacant possession of the Canteen as per Section 108(B) (q) & 111(a) of Transfer of Property Act.

39. The Lessee Shall be bound by agreed terms & Conditions mentioned in notice inviting quotation.

40. The lessee shall follow the pollution norms at his premises.

41. The Earnest Money of successful bidder will adjusted in Security Deposit.

42. The possession to successful bidder will handed over only when all the statutory compliance done by the lessee.

43. The lessee shall appoint experienced staff for the conduct of business and for all misconducts on the part of lessee or his representative /employee etc. if any compensation/penalty is awarded by any authority/Govt./court, the lessee himself will be responsible. University shall have no connection with the staff or any person attached to the business of lessee and any breach or default on the part of lessee towards its staff or any other person on account of this lease shall be the sole responsibility of the lessee.
44. Loss to life or property or belongings of lessee or his staff or anyone person concerned to his business at the premises of University or during conveyance to and from University shall not be the responsibility of the University and any claim whatsoever shall be entertained by the lessee to this effect.
45. Lessee shall give in advance names and other details (or proofs as required) of the concerned persons who shall visit University in connection of his business and any unauthorized person shall not be allowed to enter University campus.
46. These terms and conditions are only illustrative and not exhaustive, if any more condition needs to be incorporated in the interest of the University, the University will be at liberty to do so and these will be acceptable to the lessee.
47. The lessee shall display the name of the shop, as mentioned in the agreement, in capital letters outside the site/premises immediately before the start of the activity.
48. The lessee shall not install any such advertisement material which shall be inappropriate or may cause nuisance in any manner.
49. The licensee will obtain various permissions as and when required as per the local regulations. In case of any offence on the leased premises, the licensee will be solely responsible for its penalty and consequences.
50. In case the lessee suffers any loss on account of it being restrained by University for indulging in illegal activities or any contravention of any law, the lessee shall not be entitled to any compensation whatsoever.
51. The lessee or his staff or any person(s) concerned to lessee shall not make any claim or right for employment in University.
52. The lessee shall continue the activities in a proper manner in the leased premises and shall not discontinue such activities for which the premises is leased for more than 7 days without the permission of competent University officials as the purpose of University to grant lease is to make available facilities to the Students/staff. If the premises/facilities shall remain locked / unavailable for a full month the lease shall stand terminated and security deposit shall be forfeited.
53. The lessee will not install and operate any public address system or any other media in the shop allotted to him, which may cause disturbance in University.
54. University reserves the right to allocate more shops of same nature of business for which the lease is awarded and lessee shall not object to such more allotments.

55. The lease can be renewed on mutual terms and conditions. In the event of expiry or termination of lease, the lessee shall vacate the shop within 10 days of such expiry or termination and provide possession to the University. Any material whatsoever remaining thereafter can be forfeited by the University.

