

Pandit Lakhmi Chand State University of Performing and Visual Arts, Rohtak.

Tender for Auction of Shops

Sealed bids superscribed as 'Tender for Auction of Shops' along with Demand Draft for **Rs. 10,000/-** for Shops as Earnest Money favouring Registrar Pandit Lakhmi Chand State University of Performing and Visual Arts, Rohtak, are invited upto 13th February 2023. For more details, visit the University Website **www.plcsupva.ac.in**. Further, it is to inform you that the tenders invited earlier in this regard have been cancelled due to Administrative reasons. Those who have applied earlier are required to apply again.

Registrar

Pandit Lakhmi Chand State University of Performing and Visual Arts, Rohtak.

TERMS AND CONDITIONS FOR AUCTION OF SHOPS

- 1) Rent for Shops for six months will have to be submitted in advance. After completion of 4 months, next 6 months' advance rent will have to be deposited.
- 2) A security deposit of Rs. 10,000/- (Rupees Ten Thousand only) per shop will have to be deposited in advance.
- 3) Shops are for allotment initially for 5 years, but the period may be extended further.
- 4) Municipal Tax, Electricity Charges, Water Charges and other charges, if any, levied upon by the State Govt./Local Body or Centre Govt. shall be paid by the concerned tenant.
- 5) No interest will be paid on the security deposit.
- 6) Rent will be increased by 10% every year.
- 7) The shops will not be allowed to be sublet.
- 8) Shops shall be allotted to the highest bidder(s).
- 9) The University reserves the right to cancel the bid, of those who are found violating any of the terms and conditions.
- 10) The tenants shall be required to execute the License Deed provided by the office within 7 days from the date of allotment.
- 11) If any payment payable to the University, as per time schedule, is not made, the same may be adjusted against the security deposit.
- 12) Three months' notice will have to be given by the Licensee, if he wishes to vacate the shop before the expiry of the tenure of the License Deed, otherwise, three months' rent will be deducted from the security deposit at the time of the refund of security deposit, apart from the other dues.
- 13) The electricity charges will be deposited as per the highest slab rate of UHBVNL as per unit.
- 14) The University reserves its right to get the shops vacated with a prior notice of one month.
- 15) In case of any dispute, the decision of the University Authorities shall be final.
- 16) Before quoting the rate, the bidder may visit the site physically (if required).
- 17) The bids shall be received in the O/o D.S.W. upto 13th February 2023 till 03:00 P.M. in the sealed prescribed performa attached at Annexure –'A'.
- 18) The bids shall be opened on 14th February 2023 at 03:00 P.M. in the O/o D.S.W.

Supdt. (P&S)

Estate Officer

D.R.(General)

D.R. (Accounts)

D.S.W.

Details of Shops in Residential Complex PLCSUPVA, Rohtak

Sr. No.	Size	Shop Category
1.	9.875'x12'6"with 6' wide verandah	General Store-cum-Grocery Shop
2.	9.875'x12'6"6 with 6' wide verandah	Vegetable & Fruit Shop

Note:-Minimum Rent for Shop No. 1 & 2 will be Rs. 2000/- each.



LICENCE DEED

This agreement is made at PLCSUPVA, Rohtak (A state-enacted body, Haryana Act No. 14 of 2014) on this day of.....between the REGISTRAR, Pandit Lakhmi Chand State University of Performing and Visual Arts, Rohtak, hereinafter referred to as the UNIVERSTY (meaning thereby the Registrar of Pandit Lakhmi Chand State University of Performing and Visual Arts, Rohtak)

AND

Name of the Allottee.....hereinafter referred to as the ALLOTTEE

Whereas, the UNIVERSITY had allotted the Shop No.to Sh.....

on the basis of an open auction held on for which the allottee had agreed to pay a rent of Rs per month with a provision for enhancement and a security deposit of Rswas made in one go at the time of issuance of the allotment letter. The allottee had entered into a licence/agreement with the University for a period of 11 months which could not be got renewed by the allottee and thus, has now ceased to be in force. As such, upon the expiry of the previous deed referred to above, this deed witnesses hereby the agreement between the parties hereto as follows: -

1. The Shop No..... is being allotted to the allottee for a further period ofyears (maximum five) after which the allottee shall have to vacate the shop by all means.
2. The current rent of Shop No.....@Rs..... p.m. shall be payable.
3. There will be an enhancer of Rs.@ 10% at the commencement of second and third year each from the date of initiation of this deed. After a lapse of five years, the allottee will be bound to vacate the premises by the last date of the licence period under all circumstances.
4. The allottee will create his/her own temporary infrastructure within the premises of the shop as per need of the shop, but the basic structure will not be changed. The allottee will not be allowed to place anything outside the premises.
5. The allottee will not create a permanent structure in or around the shop.
6. The allottee will be responsible for the safety and security of the shop.
7. The allottee will maintain the sanctity and integrity of PLCSUPVA, Rohtak and no such act will be allowed which may degrade the dignity of institution either in action, conduct or in display.
8. No prohibited material/item will be sold in the concerned shops.
9. The University shall have the right to cancel the licence after serving 15 days' notice
10. The shop or its part shall not be sublet to any other person/party. The allottee shall maintain an employment register in the shop, which can be checked by the University officials any time. No child labour shall be employed by the allottee, at any time. The full details of the employed persons will be provided to the Registrar by the allottee along with a photograph and attested signatures/thumb impressions of the employed persons. Any change therein shall be duly informed immediately.
11. The allottee will have to install his own firefighting equipment in the shop.
12. The rent for six months will be deposited in advance by the 10th day of the month due for payment after expiry of every four months.
Any delay in depositing the above rent may result in imposition of penalty of Rs. 100/- per day, which shall be levied after the last date, i.e., from 11th day of the month in which rent was to be paid. The rate of penalty shall

prevail up to 25th of that month. In case the rent is not deposited even after that date, then the allottee will have to vacate the shop and his security deposit shall be forfeited.

13. Electricity charges will be paid by the user.
14. In case of any dispute, the jurisdiction of courts will be at Rohtak.
15. The allottee shall keep receptacles/dustbins with in the shop area for collection of refuse/leftover food articles and other material which shall not be littered anywhere else. Such receptacles shall be emptied/got emptied by the allottee regularly.
16. Any dispute, which may not got resolved at the level of the Registrar, shall be referred to the Vice-Chancellor whose decision shall be final.
17. If the Licensee fails to adhere to the terms and conditions herein laid down, the University will have the right to impose fine/take appropriate action against the allottee and may unilaterally terminate the agreement after giving due notice to the allottee.
18. The ownership of the site will be of the University during the period of the allotment.
19. Upon completion of the period of licence deed period, i.e., five years, the licence will have to vacate the premises by the last date of the licence. In case of failure to vacate the premises within the stipulated period, the University shall be free to take possession of the premises and confiscate the security money and material lying therein.
20. This licence deed can neither be transferred to any other person nor can the premises of the shop be sublet. In case of the licence leaving this worldly abode, the nominee of the licence shall be entitled to run business from the same premises during the tenure of the license deed. The licence shall be required to give name, relation, complete address and age of the nominee for the purpose within a fortnight of signing of this deed. In the absence of nomination, no claim shall be entertained in this regard. However, no extension in the period of lease shall be provided on any ground including the compassionate grounds.

21. Timely deposit of the municipal, service tax or any other tax as well as water charges etc., as applicable from time to time, shall be the duty and responsibility of the licence under intimation to the Registrar.
22. If the Licensee fails to adhere to the terms and conditions herein laid down, the University will have the right to impose fine, take appropriate action against the allottee and even unilaterally terminate the agreement by serving a seven days' notice for getting the shop vacated in case of violation of the above mentioned terms and conditions.
23. Any other licence/agreement that the parties entered into for the aforesaid property shall cease to exist hereafter for all practical purposes

Signature of Allottee

Signature of Registrar

Witness (Name and Address)

1.

2.