

Punjab & Haryana High Court, Sector - 1, Chandigarh

Notice

Reference notice issued in The Tribune, Dainik Tribune and Punjabi Tribune.

Applications are invited from general public for leasing out following shops (by lucky draw) situated in the premises of this Hon'ble Court on monthly rental basis for a period of 3 (three) years:

<u>Sr.</u>	<u>Shops/Cabins</u>	<u>Area per sq. ft.</u>	<u>Rent for the F.Y. 2022-2023</u>
1	Shop (a) earlier known as M/s Fast Food and Juice Corner	80.75 sp.ft.	Rs.15,573/- pm plus Rs. 25/- for water and scavenging charges.
2	Shop (b) earlier known as Photostat Cabin No.3	56.15 sp.ft.	Rs.10,839/- pm plus Rs. 25/- for water and scavenging charges.
3	Shop (c) earlier known as Photostat Cabin No.1	78.12 sp.ft.	Rs.15,075/- pm plus Rs. 25/- for water and scavenging charges.

The terms and conditions are specified as under:

1. These shops will be leased out on "As is and where is" basis and one shop to one applicant basis.
2. The rent shall be enhanced at the rate of 10% per annum.
3. The self attested copy of valid income tax return for the last three years ending be attached with the application.
4. The applicant should submit undertaking on non judicial stamp paper of Rs.15/- that he/she has not been blacklisted/debarred/prosecuted by Chandigarh Administration or any other authority/courts of law.
5. The allottee(s) shall pay the electricity charges by installing electricity meter from the electricity department at his/her own level.
6. The successful applicants will be required to sign an agreement/licence deed within 30 days from the date of possession of the site containing all the detailed terms and conditions.
7. The successful applicants shall bear all the expenses for the registration of Agreement deed.
8. The allottee shall regularly pay the monthly rent in advance on or before 10th day of every month (if 10th happens to be holiday then next working day will be due date) in Head "0059" - Public Works, Rent for non Residential Buildings at Treasury Branch, Sector 17, Chandigarh.
9. The term of the lease may be renewed/extended by the Registrar General, Punjab & Haryana High Court after its expiry on such terms and conditions as may be decided. But the allottee shall not claim extension or

renewal of lease as a matter of right.

10. The allottee shall take possession of the leased out shop within 15 days from the date of allotment order and the rent will be charged from the date of actual possession.
11. The allottee shall not directly or indirectly sublet the shop to any other person/firm in any manner.
12. The allottee shall be responsible to protect the leased property in his/her possession during the lease period from any damage or loss and shall be responsible for proper hygiene condition and maintaining perfect cleanliness in and around the premises. The allottee would provide dust free, mosquito and fly free environment. The conditions, which increase the infection, shall not be allowed.
13. The allottee shall not make any addition or alteration/defacement of any sort, in any part of the said premises. The allottee shall pay for damage done by him or his servants during the period of license of the property.
14. No obnoxious trade like Bidi, Cigarette, Pan Masala, etc. shall be carried on at the premises.
15. The allottee will ensure that the police verification of the helper/employee hired by him/her in the allotted premises has been got done. The allottee shall not employ any child labour(s).
16. On termination of the licence deed, the allottee shall remove temporary structures and fixtures, if any, immediately and deliver the vacant possession of the building to the concerned official of the Court Officer (Mtc.) Branch of this Hon'ble Court. In event of default, he shall be charged rent fee @ double upto 15 days, three times upto next 15 days, Ten times beyond 30 days till the handing over of vacant possession.
17. The Registrar General, Punjab & Haryana High Court shall have every right to (a) cancel/withdraw/amend the notice or extend the due date of submission of application at his sole discretion or (b) accept or reject any application without assigning any reason.
18. The allotment may be terminated by the Registrar General of this Hon'ble Court in the event of any of the following contingencies:-
 1. Automatically on the expiry of the contract period, if not extended.
 2. In the event of the non-payment of monthly rent/electricity/water charges for consecutively 2 months by the due date.
 3. By giving one month's notice in writing in advance in case the services rendered by the allottee are found to be unsatisfactory or there is breach of any condition of the Rent Deed or the allottee engages in any obnoxious trade.
 4. In case, the allottee is declared insolvent by a Court of Law. However, the allottee shall in that case shall be given two months notice for the cancellation of his allotment.
 5. The allottee shall not be allowed to terminate the contract before completion of one year. However, if in the exceptional

circumstances, the allottee is unable to continue to run the business, allottee may be allowed to do so at the discretion of the Registrar General of this Hon'ble Court provided allottee gives 3 months notice and ready to pay the double monthly rent for the notice period. However, after completion of one year the allottee may terminate the contract after giving three month's notice to the Registrar General subject to the condition that the allottee shall continue to discharge his duty till the termination of the contract and clear all the outstanding dues/liabilities.

19. The successful allottees should submit documents verifying the identity, commercial as well as residential address before the issuance of letter of award in his favour. The list of the acceptable documents would include Voter Card/PAN Card/Passport/Aadhar Card. He should further be required to update this Court regarding any change of commercial as well as residential address from time to time.
20. Any failure of omission or commission to carry out the provisions of this contract by the allottee shall not give rise to any claim by any party, one against the other, if such failure or omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil/strikes, compliance with any statute and/ or regulations of the government, lockouts and strikes, riots, embargoes or from any political or other reasons beyond the control including war (whether declared or not) civil war or state of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to force majeure conditions.

Note:- The date of draw will be intimated separately through the website of this Hon'ble Court. The applicants have to submit earnest money @ Rs.5000/- (refundable) with the application in the form of Demand Draft in favour of Registrar General, Punjab & Haryana High Court payable at Chandigarh. Separate application and earnest money will be submitted for each shop. In case the successful applicant fails to take possession, the Earnest Money Deposit @ 5000/- shall be forfeited. The shops can be inspected by the bidders during office hours (i.e. 9.30 a.m. to 05.00 p.m.) on any working day by contacting on office landline number 0172-2718233.

Applications must be addressed to the Registrar General, Punjab & Haryana High Court, Chandigarh and the same can be deposited in the Co-ordination Branch by hand or through post. It should be superscripted on the envelop as under:

“Application for vacant Shop No.____ situated in the premises of Punjab & Haryana High Court;

Kind attention: Court Officer (Mtc.) Branch”

**Chief Court Officer
for Registrar General**

