

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 shop (by lucky draw) situated in the premises of High Court of Punjab & Haryana on monthly rental basis for a period of three (3) years:

<u>Sr.</u>	<u>Shops/Cabins</u>	<u>Area</u>	<u>Rent for the F.Y. 2023-2024</u>
1.	Shop {adjacent to Halwai Shop}	115.56 sq.ft.	Rs.15,531/- pm plus Rs. 25/- for water and scavenging charges.

The terms and conditions with regard to leasing out the above said shop is specified as under:

1. That the lease of the above shop shall be for a period of three years and the shop will leased out on 'as is and where is' basis. Initially the rent will be Rs.15,531/- per month plus Rs.25/- i.e. water & scavenging charges.
2. That the applicant shall submit self attested copy of valid income tax return for the last three years with the application.
3. That the applicant shall 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.
4. That lessee shall deposit an amount of Rs. 5000/- as earnest money by way of demand draft which shall be retained by the lessor during the period of lease.
5. That lessee shall pay the electricity charges by installing electricity meter in the shop mentioned above from the electricity department at his/her own level.
6. That lessee shall regularly pay the monthly rent in advance on or before the due dated i.e. 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.
7. That the rent shall be enhanced at the rate of 10% per annum.

8. That the term of the lease may be renewed/extended by the lessor after its expiry on such terms and conditions as may be decided, but lessee shall not claim extension or renewal of lease as a matter of right.
9. That lessee shall not directly or indirectly sub-let the shop to any other person/firm in any manner.
10. That lessee 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. Lessee shall provide dust free, mosquito and fly free environment. The conditions, which increase the infection, shall not be allowed.
11. That lessee shall not make any addition or alteration/defacement of any sort, in any part of the aforesaid shop. Lessee shall pay for damage done to the shop by the lessee or his/her servants during the period of lease of the shop.
12. That no obnoxious trade like selling bidi, cigarette, pan masala etc. shall be carried on in the shop.
13. That lessee shall ensure that the police verification of the helper/employee hired by the lessee in the leased premises has been got done. Lessee shall not employ any child labour.
14. That on termination of lease deed, lessee 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 Punjab and Haryana High Court. In the event of default lessee 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.
15. That the lease may be terminated by the lessor in the event of any of the following contingencies:-
 - a) Automatically on the expiry of the contract period, if not extended.
 - b) In the event of non-payment of monthly rent/electricity/water charges for consecutively two months from the due date.
 - c) By giving one month's notice in writing in advance in case the services rendered by lessee are found to be unsatisfactory or there is breach of any condition of this deed or if lessee engages in any obnoxious trade.
 - d) In case lessee is declared insolvent by a Court of law. However in that case lessee shall be given two months' notice for cancellation of lease in his/her favour.

- e) Lessee shall not be allowed to terminate the contract before completion of one year. However, if in the exceptional circumstances, the lessee is unable to continue to run the business, lessee may be allowed to do so at the discretion of lessor provided that lessee gives three months' notice and is ready to pay the double monthly rent for the notice period. However, after completion of one year lessee may terminate the contract after giving three months' notice to the lessor subject to the condition that lessee shall continue to discharge his/her duty till the termination of the contract and clear all the outstanding dues/liabilities.
16. That lessee shall submit the documents verifying his/her identity, commercial as well as residential address and lessee shall further update the lessor regarding any change of commercial as well as residential address from time to time.
17. That any failure of omission or commission to carry out the provisions of contract by lessee shall not give rise to any claim by any party, one against the other, if such failure or omission or commission arises from any 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.
18. That 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.

Note:- The date of draw will be intimated separately through the website of this 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. In case the successful applicant fails to take possession, then the Earnest Money Deposit @ 5000/- shall be forfeited. The shop 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 adjacent to Halwai Shop situated in the premises of Punjab & Haryana High Court;

Kind attention: Court Officer (Mtc.) Branch"

**Chief Court Officer
for Registrar General**