Terms and conditions for the auction of Canteen, one Photostat Shop and Public Parking (cycle/scooter/motor-cycle/ car etc.) on lease at Judicial Court Complex, Pathankot for the period from 01.04.2023 to 31.03.2024.

- 1. That sealed applications of the eligible contenders should reach upto 09.03.2023 till 04:00 PM.
- 2. That the lease period shall be from 01.04.2023 to 31.03.2024.
- 3. That the auction proceedings shall take place on 13.03.2023 at 1:00 PM.
- 4. That the successful bidder shall have to deposit 25% of the lease money at the time of auction and balance amount shall be deposited within one month of the commencement of the lease period.
- 5. That in case of non-deposit of lease money within the prescribed time, the first deposit of 25% of lease money shall be forfeited and enclosures shall be put to auction for the remaining period. The first lessee shall be liable to pay the difference, if any, between the lease money, if the subsequent lease is for lesser amount.
- 6. That an amount of Rs.5,000/- is required to be deposited as security, which is refundable at the end of financial year, subject to clearance of all dues.
- 7. That the allotment of premises/shop/space allotted shall be non transferable.
- 8. That allottee is not allowed to carry on any illegal activity in the premises/shop/space allotted.
- 9. That the design and shape of temporary structure will be approved by the competent authority and no allottee is allowed to change structure without taking approval from the competent authority.
- 10. The allottee will not sell any intoxicants in the premises/shop/space allotted nor he will allow any body to misuse the same.

  Narcotic/Intoxicants or liquor service is strictly prohibited. There will be no smoking in the premises/shop/space allotted.
- 11. The allottee will install his own separate electric meter connection and pay the bill to electricity department himself.

- 12. That the charges of electricity meter, consumption etc. shall be paid by the allottee. Using heater/Air conditioner is not allowed without written permission of the competent authority.
- 13. That allottee will be responsible for providing service from 01.04.2023 to 31.03.2024. If he stops providing service during lease period, the security amount shall stand forfeited.
- 14. That the allottee shall bear all expenses and he will be wholly and solely responsible for any dispute on account of non compliance with rules/instructions.
- 15. That the allottee shall have to enter into agreement as per prescribed proforma.
- 16. That the contract shall be liable to be canceled at any moment, if the allottee is found carrying illegal activities or providing services which are not in concurrence with the above mentioned terms and conditions. The deposited amount shall stand forfeited.
- 17. That in case any dispute arises, it shall be referred to the Civil Judge (Sr. Divn.), Pathankot, who shall be the sole arbitrator and his award shall be final and binding.
- 18. That the allottee shall remove his temporary structure to facilitate switch over after a decision is taken to provide permanent structure by the competent authority.
- 19. In case of violation, lease/allotment can be canceled and a fine of Rs.500/- to 1000/- per day can be imposed, which shall have to be deposited with the Civil Judge (Sr. Divn.), Pathankot within the given time.
- 20. That the vacant possession of the premises/shop/space will be handed over on or before 12:00 PM on 31.03.2024.
- 21. That working/opening time of the premises/shop/space allotted will be from 8:00 AM to 7:00 PM.
- 22. That the premises/shop/space allotted will remain closed on Sunday/Gazetted holidays.
- 23. That all the bylaws and Municipal Corporation Rules shall remain in force.

- 24. That the list of employees with detailed particulars of the premises/shop/space allotted will be displayed.
- 25. That the Contractor/allottee shall not employ any person below the age of 14 years.
- 26. That the stationery items as approved by the competent authority may also be kept in the shop allotted for Photostat.
- 27. That the allottee/lessee shall put his own locks on the premises/shops/space allotted to him and he himself will be responsible for the safety of the articles lying therein and the department would not be responsible in any manner.
- 28. That The District & Sessions Judge, Pathankot reserves the rights reject the offer of any person or/and to make addition, alteration/change in any term and condition at any time and to cancel the auction or allotment, at any time, without assigning any reason.
- 29. That for any other query, office of the Civil Judge Senior Division, Pathankot can be contacted.

-Sd-Civil Judge (Senior Division) Pathankot