

TERMS AND CONDITIONS

ANNEXURE-A

1. That the highest bidder shall be declared as successful allottee.
2. The District and Sessions Judge, Ferozpur reserves right to reject the offer of any person/organizations/agencies/bank without assigning any reason.
3. The aspiring bidders/lessee bank shall move an application in this office on or before 13.09.2023 to the effect that they are willing to participate in the auction process.
4. The successful bidder/lessee bank shall deposit 25% of the lease money at the time of auction and the balance amount of 75% of the lease money shall be deposited within one month of the commencement of lease period and if the allottee fails to do so, the amount already deposited by him/her shall stand forfeited.
5. The concerned allottee will be responsible to maintain cleanliness in and around the Bank/ATM space and will make own arrangement for disposal of the waste. The office can inspect Bank/ATM space any time and in case of violation of rules the District and Sessions Judge Ferozpur shall have the right to cancel the contract and the forfeit the entire deposits.
7. The allottee will not change the basic structure of the Public Utility Service i.e Bank/ATM space and will not sublet the same.
8. The allotment of Bank/ATM space allotted is non-transferable.
9. The allottee will be responsible for providing services w.e.f. 01.10.2023 to 31.03.2024. If he/she stops providing service mid-way then the entire deposits/lease money shall stand forfeited and will not be refunded in any eventuality.

10. The allottee himself/herself will be responsible for the safety of articles lying therein the Bank/ATM space allotted and the department will not be responsible in any manner.
11. The allottee will have to enter into an agreement as per prescribed proforma i.e. Appendix-A.
12. All the by laws and M.C. Rules will remain in force.
13. The Ld. District and Sessions Judge, Ferozepur reserves the rights to alter or vary any terms and conditions regarding leasing out the Bank/ATM space at Judicial Courts Complex, Ferozepur.\
14. The allottee shall be liable to pay any tax payable to Government on Account of amount of auction or otherwise.
15. The allottee will install his own electric connection and pay the bill to PSPCL or will install Sub-meter without interference within the basic electricity configuration of the complex. The charges of installation of electricity meter or for the matter any other expenses in this regard will be paid by the allottee.
16. The allottee shall not be permitted to transfer the lease rights or part with possession of leased premises in favour of any third person.
17. The allottee shall bear all expenses and the allottee will be wholly and solely responsible for any dispute on account of non compliance with rules/instruction.
18. That on expiry of the term of the lease, the allottee shall vacate the Bank/ATM space leased to him and deliver back vacant possession thereof.
19. Such other terms and conditions as may be announced on the spot during the auction proceedings.

20. The District and Sessions Judge, Ferozpur reserves the right to make addition, alteration/change in any of the terms and conditions at any time and to cancel the auction or allotment at any time without assigning any reason.

District and Sessions Judge,
Ferozpur.

I agree will the above said
terms and conditions.

(Signature of lessee)

FORMS UNDER THE JUDICIAL COURTS PREMISES AND COMPUND FUND RULES.

Appendix A

[Referred to in Rule 4(3)]

Form of Agreement

I _____ son of _____ aged _____ years, resident of _____ Tehsil _____ District _____, being in full possession of my senses, hereby execute this deed of agreement in favour of the District Judge _____ District, and in respect of leasing _____ of _____ enclosures, in Judicial Courts Premises, subject to the following terms and conditions, which shall be strictly binding upon me:-

- (1) That I shall be the lessee of the above for a period of twelve months, from the 1st of April, 20 _____ to the 31st of March, 20 _____.
- (2) That I shall deposit immediately 1/4th of Rs. _____ the lease money, i.e. Rs. _____. The balance will be paid by 10th of May 20 _____.
- (3) That I shall produce a surety who will execute a bond to the effect that he will be responsible to pay the lease money due to the District Judge in case I make default in paying the same.
- (4) That I shall keep, no livestock in the Judicial Courts Complex.
- (5) That I shall make no additions or alterations of any sort to the enclosure leased to me.
- (6) That I shall afford ample protection for foodstuff and other eatables as approved by the Civil Judge (Senior Division).
- (7) That in case of a breach of any of the above cited conditions on my part, the District Judge _____, may direct the said lease to be cancelled without further notice, and that I shall not be entitled to claim a refund from the money deposited and that I shall compensate the District Judge for the loss suffered on account of releasing of the enclosure.
- (8) That on the expiry of the term of the lease, I shall vacate the enclosure leased to me and deliver possession thereof forthwith to the District Judge, _____ and no further notice of ejectment will be necessary.

In witness whereof, I _____ subscribe my name at _____, this _____ day of _____.

Witnesses:--

1. _____

2. _____

(Signature of lessee)