

MAHARSHI DAYANAND UNIVERSITY, ROHTAK
('A' Grade University Accredited by NAAC)

A Canteen situated at UILMS, Gurugram shall be allotted through open auction on the basis of highest rent quoted by the bidders on 17-8-2017 at 11 AM in the office of Director, UILMS Gurugram. Only the persons, who deposit the amount of earnest money Rs. 50,000/- in the shape of Demand Draft favouring the Director, UILMS, Gurugram latest by 16-8-2017 in the office of Director, UILMS, Gurugram shall be permitted to participate in the auction.


REGISTRAR

MAHARSHI DAYANAND UNIVERSITY, ROHTAK
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TERMS AND CONDITIONS

1. Security Money for Shops will be 12 times of actual Rent.
2. Shops are for initial allotment of 3 years.
3. Municipal Tax, Light, Water Charges and other charges levied upon by the State Govt./Local Body or Centre Govt. Shall be paid by the concerned tenant, if any.
4. No interest will be paid on security amount.
5. Rent will be increased by 10% every year.
6. The shops will not be sub-letted.
7. These premises shall be allotted to the Highest Bidder(s).
8. The University reserves the right to cancel the bid, if found violating any of the terms and conditions.
9. The tenants shall be required to execute the License Deed supplied by the office within 7 days from the date of allotment.
10. The License Deed is also available on the University Website.
11. If any payment payable to the University, as per time schedule, is not paid, the same shall be recovered from the security deposit.
12. Earnest money will be Rs. 50,000/- in the shape of Demand Draft favouring the Director, UILMS, Gurugram.
13. Minimum rent of Canteen will be Rs. 6000/-.
14. They will sell the items on the same rates which are having MRP and the other items, which are not having print rate/MRP, shall be sold on the market rate.

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LICENSE DEED

The License Deed is made at M. D. University, Rohtak (a State Enacted Body Haryana Act No. 25 of 1975) on the day of _____ between the REGISTRAR, Maharshi Dayanand University, Rohtak hereinafter referred to as the University (means the Registrar of Maharshi Dayanand University, Rohtak)

And

Whereas the University had allowed to run the _____ had agreed to pay a rent of Rs. _____/- per month with enhancement of 10% every year and a security money of _____/- deposited in one lot at the time of assurance of the allotment letter for a period of three years. The agreement between the parties hereby to a follows:

1. The _____ be allotted to the allottee for a period of maximum three years after which the allottee shall have to vacate the Canteen by all means.
2. The current rent of the _____ is _____ per month shall be payable.
3. There will be an enhancement of rent @ Rs. 10% at the commencement of second and third year from the date of initiation of this deed. After lapse of three years the allottee will be bound to vacate the premises by the last date of the License period in all the circumstances.
4. The allottee will create his/her own temporary infrastructure with the premises of the _____ as per the need of the _____ but the basic structure should not be allotted/damaged. The allottee cannot be allowed to place anything outside the premises.
5. No interest will be paid on the Security amount.
6. The allottee will not create a permanent structure in or around the premises.
7. The allottee will be responsible for the safety and security of the shop.
8. The allottee will maintain the sanctity and integrity of M. D. University, Rohtak and no gesture will be allowed which may degrade the dignity of institution either in behavior or in exhibits.
9. No prohibitory material/item will be sold on the concerned Shop
10. The University shall have the right to cancel the license after serving 15 days notice even before expiry of the agreed period.
11. The Shop or its part shall not be sublet to any other person/party. The allottee shall maintain an employment registered in the Shop which can be checked by the University officials any time. No child labour shall be employed by the allottee in any case. Full detail of the employed person(s) will be provided to the Registrar by the allottee along with his/her photograph and attested signatures/thumb impression of the employed persons and any change therein shall be duly informed immediately.
12. The allottee has to install firefighting equipment in the Shop.
13. The rent will be deposited by the 10th of every month. The delay of depositing rent will cause penalty of Rs. 100/- per day which shall be levied after the last date i.e. from 11th of the month in which rent was to be paid. The rate of penalty shall prevail upto 25th of that month. In case the rent is not deposited even after that date then the allottee shall be bound to vacate the Shop and his security money shall be forfeited.
14. The electricity charges will be paid by the user.
15. In the Legal matter, jurisdiction will be at Rohtak.

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16. The allottee shall keep receptacles/dustbins with the area for collection of refuse/leftover food articles, and other material shall not be littered anywhere else. Such receptacles shall be emptied by them regularly.
17. Three month notice will be given by the licensor; if he wishes to vacate the Shop, before the expiry of the tenure of License Deed otherwise three months rent will be deducted from the security at the time of refund along with other dues/fine.
18. The dispute, if any which could not be resolved at the level of the Registrar shall be referred to the Vice-Chancellor whose decision shall be final.
19. 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 to unilaterally terminate the agreement at any time after due notice to the allottee.
20. The ownership of the site will be of the University during the period of allotment.
21. Upon completion of the period of the license deed period i.e. three years the licensee will have to vacate the premises by the last date of the License. In case of failure to vacate the premises within this stipulated period the University shall be free to take possession of the premises and confiscate the security money and material lying therein.
22. This license deed can neither be transferred in any other name nor can the premises be sublet. In case of the license leaving this worldly adobe the legal heir of the licensee shall be entitled to run the business from the same premises during the tenure of the license deed. The licensee 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 considered in this regard. However, no extension in the period of lease shall be provided on any ground including the compassionate grounds.
23. Timely depositing the municipal and service tax etc payable to State/Central Govt. as well as water charges etc. as applicable from time to time shall be the duty and responsibility of the licensee under intimation of the Registrar.
24. If the license 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 to unilaterally terminate the agreement by service a fifteen days notice for getting the Shop vacated in case of violation of the above mentioned terms & Conditions.
25. Any other license/agreement that the parties entered into the for the aforesaid property shall ceased to exist hereinafter for all practical purpose.

Signature of Allottee

Signature of Registrar

Witnesses:

1.

2.