

University Institute of Law & Management Studies

(Maintained Institute of M.D. University Rohtak)

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No. UILMS/13/1523

Dated: .. 23./5./2여3

To

The Director, Computer Centre, M.D.University, Rohtak.

Sir,

It is brought to your notice that a canteen at University Institute of Law and Management Studies, Sec- 40, Gurgaon is to be leased out / rent out. we are going to get "Auction Notice" published in two daily Hindi News papers. The terms and conditions to lease out / rent the canteen have been approved by the Vice- Chancellor. You are requested to display these terms and conditions on the official website of M.D.University, Rohtak for giving notice and publicity to the general public. A copy of terms & conditions is enclosed herewith.

Yours sincerely,

Sirector,

UILMS, Gurgaon

24/5/13

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Terms & Conditions for Lease out/ Rent out of Canteen

- The Canteen is being allotted to the allottee on the basis of open auction for a period of maximum two years after which the allottee has to vacate the premises by all means, however it can be extended.
- 2. The rent of Canteen is Rs. 2500.00 per month (Minimum) which will be finalized, highest at the time of bid considered for the allotment.
- 3. There will be an enhancement of rent @10% per annum.
- The allottee shall deposit security money equal to the 6 months rent at the time of MOU and issuance of allotment letter by the University. No interest shall be payable on the security amount.
- 5. The UILMS, Gurgaon will not provide any furniture for the Canteen. The food/ snacks to be served to the customers will be as under:
 - a) Tea and Coffee
 - b) Cold Drinks
 - c) Juices
 - d) Packed Food
 - e) Chinese Food
 - f) South Indian Food
 - g) All Time Meal
 - h) Bread Pakora, Samosa and Sweets etc.
- 6. The allottee shall install well equipped Cooking Range along with exhaust chimney and deep freezer to maintain the canteen pollution free and hygienic.
- 7. The rates, quality and quantity of food will be monitored by the committee constituted for the purpose.
- 8. The UILMS, Gurgaon will provide power connection to the canteen however, the electricity charges shall be payable by the allottee as per units consumed @ prescribed by DHBVN. The allottee shall install separate electric meter.
- 9. The canteen will be run on self service and billing mode.
- The rent will start on the date when UILMS, Gurgaon will provide allotment letter to the concerned.
- 11. The canteen should be operational within fifteen days from the day of allotment.
- 12. The allottee will create his/her own infrastructure as per the need of the canteen but the basic structure should not be altered/ damaged. He cannot be allowed to place anything outside the premises.
- 13. The allottee will not create a permanent structure.
- 14. The allottee will be responsible for the safety and security of the canteen. However, 24 hours security is provided for the entire campus.
- 15. The allottee will maintain the sanctity and integrity of UILMS, Gurgaon and no gesture will be allowed which may degrade the dignity of the UILMS either in behaviour or in exhibits.
- 16. No prohibitory material/ item will be sold in the canteen.
- 17. Either party shall have the right to cancel the allotment by giving one month notice.
- 18. The canteen or its part shall not be sublet to any other person/ party. The allottee shall maintain an employment register in the shop which can be checked by the UILMS officials every month. No child labour shall be employed by the allottee in any case. Full detail of the employed person(s) be provided to the Director, UILMS, Gurgaon by the allottee along with

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- a photograph and attested signature/ thumb impression of the employed persons and any change therein shall be duly informed immediately.
- 19. The allottee has to install fire fighting equipments in the Canteen.
- 20. The rent will be deposit on the 10th day of every month. The delay in depositing rent will cause penalty of Rs. 10/- per day shall be levied after the last date, i.e 10th of every month up to 25th of that month for which rent was due to be paid. In case the rent is not deposited even after that date then the allottee shall be bound to vacate the canteen and his security money shall be forfeited.
- 21. The electricity charges will be paid by the user along with rent.
- 22. That in case of any dispute the District Court, Gurgaon shall have jurisdiction.
- 23. The products like beverages and other products as approved by the UILMS, Gurgaon for will be of proper quality and will be checked time to time by the committee constituted for the purpose and it shall be maintained.
- 24. The rates shall not be increased without prior permission of the UILMS authorities.
- 25. No activity/ trade/ business shall be carried on from the canteen other than those for which permission is granted.
- 26. The allottee shall keep receptacles/ dustbins within 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.
- 27. The list of products for sale shall be conspicuously displayed along with the rate list. These rates should be comparable with the local market rates and in case of packed items the commodity must not be sold for more than the printed maximum retail price.
- 28. The agreement deed embodying a declaration of acceptance of the terms and conditions of the deed will be executed on a stamp paper of Rs. 100/- by the allottee prior to taking possession.
- 29. The canteen will be operated in pollution free in every manner.
- 30. Any dispute/ mishap caused by the operation of canteen will be responsibility of the allottee totally and the UILMS, Gurgaon will not be responsible for that.
- 31. Upon completion of the period of lease deed i.e. two years the lessee will have to vacate the premises by the last date of the lease. In case of failure to vacate the premises within this stipulated period the UILMS, Gurgaon shall be free to take possession of the premise and confiscate the security money and material lying therein.
- 32. This lease deed can neither be transferred in any other name nor can be sublet.
- 33. That Service Tax as applicable shall be the responsibility of the lessee/ allottee.
- 34. If the lease fails to adhere to the terms and conditions herein laid down, the UILMS, Gurgaon will have the right to impose fine/ take appropriate action against the allottee and even unilaterally terminate the agreement by giving seven days notice for getting the canteen vacated in case of violation of the above mentioned terms and conditions.

35 Every Person Who participates in the Auction has to deposit Ps 10000 as Security managed before Auction