

LEASE-DEED

This lease-deed is executed on _____ in between the Registrar, Panjab University for and on behalf of Panjab University hereinafter called Lessor and M/s _____ through Sh./Smt. _____ S/W/D/o Shri/Smt. _____ Resident of _____ (Address), _____ (Aadhaar Card No.), _____ (Pan No.) hereinafter called the Lessee.

Whereas the Shop/S.C.F./Booth No. _____ is a public premises and is owned by the Panjab University and M/s _____ through Sh./Smt. _____ has approached the Lessor for taking the aforesaid Shop on monthly lease money. The leased premises consist of description and size of the Shop/S.C.F./Booth, which has been agreed to be leased by the Lessor to the Lessee for running the trade of _____ only on the following terms and conditions.

1. That the lease has been renewal for a period of five years commencing from _____ to _____ on monthly lease money of Rs. _____ + Service Tax.
2. Service Tax per month shall be deposited in the State Bank of India, Account No. 34363173842 in the name of "Registrar, Service Tax Account" at Sector- 14 Branch, Panjab University, Chandigarh, by and the same be intimated to the Estate Branch.
3. That the above mentioned period of five years is only in respect of the agreed monthly lease money and does not vest any other right in the lessee.
4. That the lease money shall be payable in advance by the Lessee by the 10th of each calendar month.
5. That the lease money shall be payable in advance by the Lessee by depositing the same through RTGS in the "P.U. Estate Fund Account" account No. 10444978060 of the University in the State Bank of India and same be intimated to the Estate Branch . In case the Lessee fails to deposit the advance lease money by the 10th of each calendar month, he will have to pay compound interest @ 18% per annum to the Lessor.
6. That the Lessee shall deposit amount as security Rs. _____ through RTGS in the "P.U. Estate Fund Account" account No. 10444978060 of the University in the State Bank of India and same be intimated to the Estate Branch as follows.
 - I. Rs. 50,000/- for shops having rent in the range of Rs. 10,000/- to Rs. 60,000/-
 - II. Rs. 25,000/- for shops having rent in the range of Rs. 3,000/- to Rs. 9,999/-
 - III. Rs. 15,000/- for shops having rent in the range of Rs. 1,000/- to Rs. 2,999/-

No interest will be payable on the security amount.

7. That the Lessee shall remain and enjoy on the leased premises on behalf of the Lessor as long as the Lessor permits for running the trade of _____ only.
8. That the Lessee shall abide by all the Provisions of the Capital of Punjab (Development and Regulation) Act, 1952 alongwith the rules framed thereunder and abide by the rules and regulations framed by the Syndicate of the Panjab University

from time to time on that behalf. Further, this lease is subject to the Provisions of the Public Premises (eviction of un-authorized occupants) Act, 1971.

9. That in case of any levy, cess, Property Tax, Service Tax, Service Charges or any other tax or any other liability whenever imposed by any State/UT or Centre Govt or any other competent authority, the same shall be paid by the Lessee directly to the authority concerned without any objection.
10. That the Lessee shall not cause any damage to the premises and will hand-over the premises in the same condition as it has been leased to him and it will be his responsibility to keep the premises in perfect condition.
11. That the maintenance of shop would be taken care of by the University, but the annual white washing, biennial paint or any other type of minor repairs shall be carried out by the Lessee at his own cost and expense.
12. That the Lessee shall use the premises to carry on the trade of _____ only. The Lessee shall not put the premises to any other use including allied or ancillary trade without the prior written consent of the Lessor. Change of trade without such consent shall lead to automatic termination of this lease.
13. That the Lessee shall not start additional trade or change the trade unless prior permission for the same has been given by the Lessor.

The following would be the rates for additional trade and change of trade, subject to permission from the Lessor.

Additional Trade:

- (a) Rs.1500/- per month for booths and small shops.
- (b) Rs.2000/- per month for shop cum flats and big shops.

For Change of Trade:

- i) Rs.3,00,000/- (Rs.3 Lacs) for booths/small or big shops.
 - ii) Proper justification shall be given by the Lessee alongwith an affidavit that change of trade will not violate the rules of the University at any cost.
14. That the Lessee shall not make any addition or alteration of any type or otherwise in the premises without obtaining prior written consent of the Lessor. In case the addition or alteration is permitted by the Lessor, the same shall be carried out by the Lessee at his own cost and he will not be allowed to remove them at the termination of the lease.
 15. That the Lessee shall keep the premises/Shop and the surroundings neat and clean and shall not be allowed to keep anything in the varandah (in front of the shop) on the roof or in the open space. The Registrar or his representative may without any prior notice, can order the lifting of all such material on the un-authorized places and the same could be forfeited or released on payment of penalty to be determined by the Registrar. The Registrar or his representative can check the encroachment by way of

- keeping articles/materials in the Varandah and can impose fine @ Rs.500/- to Rs.5000/- to this effect.
16. That the Lessee shall not sub-let or part with the premises or part thereof in any form whatsoever (even in the form of partnership) to anyone. The Lessor may revoke the lease-deed in case the Lessee has sublet the premises to any other person/ company.
 17. That the Lessee shall pay the electricity, water or any other charges recoverable by the concerned departments of the Administration & Municipal Corporation.
 18. That in case the Lessee vacates the shop/premises before the expiry of the agreed period, the Registrar shall have the right to forfeit the Security deposited.
 19. That the Lessee shall conspicuously display rate list as per the norms of the Chandigarh Administration. In the largest interest of the consumer, apart from the officials of Administration, the University shall have the power to monitor and ensure compliance with law and to take suitable action.
 20. That the Lessee shall bear and pay the expenses for the execution and registration of the lease-deed.
 21. That the advertisements displayed shall be according to the Chandigarh Advertisements Control Order 1954 and the benefits/income accruing therefrom shall vest in the Lessor.
 22. That no water connection shall be allowed in the premises without written permission of the Lessor. The Electric connection shall be obtained by the Lessee at his own cost.
 23. That the Lessee shall keep on the first and second floor only for the residence of his family (in case of S.C.F. No.1 to 4 only). The ground floor shall not be used for residence.

OR
(For Other Shops)

- That the Lessee shall not use any part of the leased premises for the purpose of residence. The lease shall stand terminated if any part of the premises is found to be used by anyone for residence.
24. That the Lessee declares that he is and will remain the sole owner of the business in the premises afore-mentioned and will not enter into partnership with any one without prior written permission of the Lessor. The lease will be terminated automatically if he inducts another person as his partner in business.
 25. That the Registrar or his nominees shall have access to the premises at all reasonable time to inspect and see for himself that the agreed conditions are strictly adhered to by the Lessee.

26. That the Lessee shall neither object nor obstruct the entry of the Lessor on the leased premises for inspection maintenance and taking over of the premises on the termination of the lease under any of the clauses of this deed.
27. That the Registrar may allow purely for temporary use (as putting up a tent) of the open space by the Lessee on payment as determined by the Registrar.
28. That the quantum of minor maintenance including cleanliness to be carried out by the Lessee will be decided by the Executive Engineer of the University whose decision will be final and binding and the same shall be carried out by the Lessee at his own cost and expenses.
29. That the Lessee shall dispose off the garbage only at the prescribed garbage bins. The Registrar may impose a fine upto Rs.1000/- if the Lessee is found spoiling the cleanliness by throwing garbage at un-authorized places.
30. That the Lessee shall pay an increase of 5% p.a. for four years and the fifth year at the time of renewal of the lease- deed the rent of the shop would be increase @ 10%.
31. That in case the Lessee ceases to occupy the premises for three months, the lease stand terminated automatically and his Security deposited shall be forfeited.
32. That the Lessee shall not indulge in any such activity which will cause nuisance to others or which is considered by the Registrar as not congenial to the Campus atmosphere.
33. That the Lessee shall not commit any act or omission, which is detrimental to the interests of the Panjab University in any manner. Indulgence in any such act or omission will amount to automatic termination of this lease and forfeiture of security.
34. That the lessee shall get the lease-deed registered from the competent authority at his own cost and deposit the original lease- deed with the Estate Branch of the University.
35. That in case the Lessee commits breach of any of the above terms and conditions of the lease-deed the lease will stand terminated forthwith and the Lessee will not be entitled to the convenience of any notice of termination.
36. That the automatic termination of this lease on account of violation of any one of the aforesaid clauses will make it obligatory for the Lessee to vacate the premises voluntarily within 10 days from the date of the violation, failing which Lessee will be deemed to be continuing illegally on the premises and in addition to other legal liabilities, the Lessee will be liable to pay a penalty equivalent to one month's lease money for every day of the illegal continuance on the premises.

37. That notwithstanding anything in the foregoing clauses of this deed, the Lessee shall obey and abide by all such orders/directions issued by the Government and the Panjab University from time to time which are in the overall larger interest of the University (Lessor).
38. Every five year the lease- deed will be extended for further five by increasing the rent by 10% at least one month before the expiry of the current lease, failing which the lease shall stand terminated on the expiry period of five years and Lessee shall hand over the possession of the shop.

In witness whereof this lease-deed is executed on this day _____
between the Lessor and the Lessee in presence of witnesses.

Signature of the Lessee _____

Residential Address of the Lessee _____

Permanent Address of the Lessee _____

WITNESSES WITH NAME AND ADDRESS (Proof attached)

1. _____

2. _____

Lessor (Registrar)
Panjab University,
Chandigarh

