

## TERMS AND CONDITIONS FOR LEASING OUT THE LAND IN UNIVERSITY CAMPUS FOR FRUIT GARDEN

1. Any person who wants to participate will have to deposit Rs. 50,000/- as earnest money for participating and the same will be received by the University as security of successful bidder and will be refunded after successful completion of the job. No interest will be paid by the University on the security amount. Earnest of money of top three participants will be retained till approval and for others will be released immediately.
2. Reserve price for starting of Auction will be Rs. 25,000/- per acre per year + GST @ 18%.
3. The period of lease will be for a period of two years initially which can be increased for a further period of two years on good conduct and behavior on request of lessee. Lease rent will be increased at the rate of 20% of quoted/accepted rate per acre per year for a second block of two years.
4. The land will be given on lease by open auction. The higher bidder will be allotted the land.
5. 25% of the amount of the highest bid/lease rent per year at the fall of hammer and remaining 75% of the bid amount shall be deposited by him in two equal installments, of which first within 30 days and second within 90 days of the date of lease to be released at the discretion of the Vice-Chancellor. Lease rent of second year/subsequent year will be deposited at the start of year in two equal installments within 30 days & 90 days of start of year.
6. If the highest bidder fails to deposit 25% amount on same day his/her earnest money of Rs. 50,000/- will be forfeited and process to allot land lease to 2<sup>nd</sup> highest will be started by Committee if deemed fit.
7. During the lease period if the lessee not follows rules as below or behavior of lessee not found satisfactory. Maximum two warning letter will be served. Third and last time he/she will be asked to vacate the lease land giving him/her one month notice and security will be forfeited. Similarly if lessee wants to vacate the fruit garden he/she can vacate by giving three months prior notice. In this case security will be refunded after clearing all the dues.
8. The lessee shall not transfer or sublet the land or part thereof to any person.
9. At present nearly about 7.25 acres of land is likely to be given on lease. The area of land may be increased or decreased at the time of allotment/at any point of time.

10. The lessee shall not use the land for any purpose other than the one for which it has been leased out to him. However intercropping is allowed but, Bazra, Sugarcane etc. high size crop will not be allowed. The lessee will take prior permission for exact crop before sowing from Executive Engineer (Hort.).
11. The lessee can set up one sale point at lease land for sale of produce grown at above land only. Fruit Vegetables brought from outside will not be allowed to be sold at this point.
12. The lessee will not be allowed to raise any type of permanent construction except temporary shed as approved by the university at his own cost.
13. That the behavior, conduct and character of the labour, Staff and Lessee towards the University employee/residents shall be good. In case, the behavior of the lessee is not satisfactory towards the University employee/residents, the license will be cancelled by the University giving one month notice.
14. Playing of stereo/radio/transistor/music system/etc. at a volume, which causes disturbance to others, is strictly prohibited.
15. Gambling and use of alcoholic drink/drugs/pan masala/gutkha etc, in any form within the campus, are strictly prohibited.
16. The licensee and his/her staff must not keep weapon/arms of any kind in this area within University.
17. The licensee will arrange for identity cards for his workers/staff and their antecedents may be got verified by local police and the report be submitted to the office of the XEN.
18. The lessee will make his own security arrangements. The university will not be responsible for any type of damage to him.
19. It will be the responsibility of the lessee to prepare internal water courses in the leased area at his own cost.
20. The University reserves its right to cancel the lease of whole or part of the area leased out at any time in case of urgent need after due notice in writing.
21. At the time of cancellation of the lease, the land shall be vacated by lessee within the period of one month from the date of issue of notice in writing by the University. No compensation on this account will be payable to lessee.
22. The lessee will be liable to hand over the possession of the land and fruit garden leased out to him by the university on the expiry of the lease period.

23. The lessee will execute on agreement of Rs. 100/- non-judicial stamp paper on the prescribed proforma within ten days of auction. Failure on his part to do so may result in invalidation of the contract.
24. Any dispute arising out of this lease not covered by these terms and conditions will be referred to the arbitration of the Vice-Chancellor whose decision shall be final.
25. No suits shall lie in any civil court in respect of the matter decided by the Vice-Chancellor.
26. No criminal case should be pending against the person who is participating in lease. An affidavit will have to be submitted before allotment of Land.
27. The contractor should strictly follow the provisions mentioned below:
  - a) Workers are paid wages by 7<sup>th</sup> of every month.
  - b) Workers are paid the minimum wages at least as provided under the minimum wages Act-1948.
  - c) Wages slips are issued regularly to the worker by the Contractors.
28. The contractor may certify in his quotation that no other member of his family has quoted rates for this work.
29. The contractor shall be responsible for observance of the provision of the contract labour (Regulation and Abolition) Act, 1970 and he will pay the minimum wages to the labour. The University shall not be responsible for it in any manner.
30. It will be sole responsibility of the contractor to compensate the labour on account of injury, loss of life or limb in accordance with the law in force the time being. The University will in no way be responsible for such loss.

**Special conditions to be taken care of:**

1. Treated water from STP will be provided for Irrigation. Contractor will make his own arrangements to carry treated water from STP at his own cost. In case of any shortage of treated water from STP contractor will make his own arrangements to tap ground water. No claim in this regard will be admissible.
2. No damage to existing fruit plants will be done. If any damage is done to any plant, the contractor will be liable to replace the plants immediately with same variety of plants. Under intimation to Executive Engineer (Hort.)  
**(NOTE: Periodical inspection will be made after every six months by committee and will submit report).**

3. No permanent structure will be constructed, only temporary structure for sitting and sorting of produce will be allowed that too will be arranged by contractor at his own cost.
4. No cattle's will be allowed.
5. Electricity connection will be provided by electrical wing of the University on demand. Cable, meter, switch board etc. will be arranged by contractor. Electricity will be provided at the rate of prevailing rates of University. No subsidy will be given. However contractor can use solar light or solar pump at his own cost.

I have studied the above instructions carefully and I will abide by these terms & conditions.