

**Government of Punjab  
Department of Medical Education & Research  
(Health-III Branch)**

To

The Director,  
Research and Medical Education, Punjab,  
Chandigarh

Memo.No. 11/139/02- 4 HB III/  
Dated: Chandigarh, the: 8/9/2004

Subject:- **Policy regarding allotment of Shops / Booths / Space in complex of Medical/Dental Colleges/Ayurvedic Colleges & attached Hospital.**

In supersession to all previous instructions regarding allotment of Booth/ Shop /Space etc. Governor of Punjab is pleased to formulate a fresh policy regarding allotment of Booths/shop/Space in Medical / Dental/ Ayurvedic Colleges and attached Hospitals as follows: -

- 1) The shops /booths/Space will be rented out after calling tenders through open auction after giving advertisements in press.
- 2) The duration of lease period will be 1 to 3 years depending upon the nature of the shop. A committee headed by Principal and comprising of Medical Superintendent and ACFA would decide the purpose and the period for which the shop should be let out.
- 3) The lease of existing shops & booths will be cancelled after the expiry of the current lease period or with effect from 31/12/2004 whichever is earlier. The Principal/Medical Superintendent would issue a notice to the lessees in this regard immediately.
- 4) Reserve price will be fixed after keeping in view the market rent by the committee headed by Director, Research and Medical Education(DRME) , Punjab and comprising of Principal of the concerned institution and Assistant Controller (F&A).
- 5) One Shop / Booth/Space will be reserved for widows/children of terrorist /riots affected families/freedom fighters in each college/hospital . Only one shop at a particular station would be earmarked for such families.
- 6) One shop / booth/ Space will be reserved for those widows/children of deceased government employees of Medical Education Department who have declined the job offered to them by the department on compassionate grounds.
- 7) The licensee will deposit six installments of license fee in advance as security performance.
- 8) Licensee will execute agreement and file Surety Bond as per annexure enclosed herewith.

- 9) License fee equal to one-month rent will be paid every month in advance on or before 5th day of each month.
- 10) The shops / Booths/ Space will be auctioned by the Committee headed by Principal and comprising of Medical superintendent and Deputy Controller (F&A) /Assistant Controller (F&A).
- 11) The Licensees will erect temporary structure on the space provided to them at their own cost and responsibility.

**Secretary**  
**Medical Education & Research Department, Punjab**

Endst.No.11/139/02- 4 HB III/

Dated,Chandigarh,the 8/9/2004

A copy is forwarded to the following for information and necessary action:-

1. Principal, Government Medical College, Amritsar.
2. Principal, Government Medical College, Patiala
3. Principal, Guru Gobind Singh Medical College, Faridkot.
4. Medical Superintendent, Sri Guru Teg Bahadu Hospital, Amritsar.
5. Medical Superintendent, Rajindra Hospital, Patiala
6. Medical Superintendent, Guru Gobind Singh Medical College & Hospital, Faridkot.
7. Principal, Government Dental College, Patiala
8. Principal, Government Dental College, Amritsar
9. Principal, Government Ayurvedic College, Patiala

**Secretary**  
**Medical Education & Research Department, Punjab**

**AGREEMENT FOR THE LICENCE OF STALL / SHOPS / BOOTH / CYCLE STAND /  
CANTEEN ETC.**

1. This agreement is made on the -----day of the month of -----of the year Two Thousand and-----between the Governor of Punjab acting through the -----(hereinafter called the land-lord) of the one part and Sh.----- (hereinafter called the licence which expression, where the context so admits, shall mean and include his heirs, executors, administrators, personal representatives) of the other part.

2. Whereas the licence was the highest bidder to get the licence of staffl No.-----at-----in the public auction held on-----by the landlord for the period of ----- months commencing from-----and ending on-----and whereas the land-lord has agreed to give the licencee on licence basis Stall/Canteen/on the terms and conditions hereinafter appearing and now, therefore, this agreement witnesses as follows:-

(i) (a) The licence fee shall be Rs.-----for-----months and shall be paid in the form of monthly instalments of Rs.-----in advance on or before 5th day of each month.

(b) If the licence fails to vacate the shop after expiry of the licenced period owing to any reasons whatsoever, the licence shall pay the penal rent at the rate of double the monthly licence fee provided in the agreement for such period the stall remains in his possession.

(ii) Six instalments of licence fee amounting to Rs.----- in advance shall be deposited by the licencee with the landlord which will be kept for each performance and to safeguard the conditions of this agreement and it will be adjustable towards the licence fee against the last six instalments of the licenced period.

(iii) In addition to the above, a sum of Rs.-----shall be paid in advance as Water and Electricity charges at the following rates per months: -

- i. Rs.-----per water tap
- ii. Rs.-----per lamp
- iii. Rs.-----per fan.

(iv) In case of non-payment of monthly instalment plus water/ electricity charges ion time by the licencee. the landlord shall be competent to cancel the licence after giving 15 days notice to the licencees and the landlord shall be competent to forfeit the security, and the

licencess shall have no cause of action on account of cancellation of the licence the landlord.

- (v) The licensee shall not infure or damage any of the electric and sanitary fittings and other fittings and appliances of whatever nature included in the accommodation licenced out to him but shall take all reasonable care of the same and safeguard from fire, get it checked from the agent of the landlord and appliances as may be found to be damaged or worn out.
- (vi) The licensee shall not make any excavation in the ccommodation.
- (vii) The licensee shall keep the accommodation in good and substantial order and repair it at his own cost during the said terms and deliver up the same in such good and substantial condition to the landlord on expiry of the agreement period or soon after termination of the said period of licensee.
- (viii) The licensee shall allow the landlord and his agents atall reasonable times during the said term to enter upon th accommodation to inspect the condition thereof and shall make all defects in it immediately whether the same shall have been caused by any act or default of the licencees or not.
- (ix) The licensee shall not transfer or sublet the licence or otherwise pact with his possession or interest in the accommodation or any part thereof.
- (x) The licensee shall not use or permit to be used the accommodation for any purpose whatsoever other than for the sale of-----.
- (xi) The licenceeee shall display at a conspicuous place of this stall No.-----a list of articles the licensee is permitted to sell with their rates duly approved by the Deputy Commissioner or by any other authority appointed for the purpose.
- (xii) The licensee shall give special attention to cleanliness, and the articles he will be dealing in for public consumption shall be of prescribed standard.
- (xiii) The licensee shall neither use himself nor permit others to use or store any intoxicants in the accommodation licenced to him.
- (xiv) The landlord has the power to cancel the licence after proper notice if any serious complaint is received against the conduct and behaviour of the licensee or his servants.
- (xv) The licensee shall not encroach upon any other space not licenced out to him in any shape or form and the licensee shall stick within the fourwalls only of the premises/stalls licenced out to him.
- (xvi) The licensee shall neither use nor permit others to use the accommodation licenced out to him for publicity purpose in any shape or form.
- (xvii) The landlord or his agent shall have a right of re-entry reserved if any part of the licence money hereby agreed to be received shall be in arrears for one month next after any of the days whereon the same shall have become due whether the same shall have been

demanded or not or if there shall be in other opinions of the landlord any breach by the licensee of any of the terms and covenants herein before contained or if the licensee shall be adjudicated as insolvent and thereupon notwithstanding the waiver of any previous cause or right of re-entry the licensee shall cease and the licensee shall not be entitled to any compensation whatsoever.

- (xviii) The licensee shall furnish list of his servants to the landlord with their full particulars for verification of the antecedents through the police and these servants shall wear while on duty uniform of the colour prescribed by the -----
- (xix) The licensee shall have no option to cancel the License in between the licence period. However, the landlord reserves the right to cancel the licence at any time by giving 15 days notice in advance. In case of termination of licence by the licensee in between the licence period in violation of the terms of this agreements, the licence will be re-auctioned by the land lord and the difference if any in the fresh licence money and the previous licence money will be recovered from the licensee.
- (xx) The licensee shall furnish to surties to the satisfactions-----  
----- to indemnify the land lonrd against any loss or damage that the landlord may sustain during the period of licence due to any breach or non-performance or non-observance of any of the terms of this deed by the licensee. Each surety shall own unencumbered immovable property, double the licence fee payable for a period of seven months of the value of.
- (xxi) The licensee shall not encroach upon the rights of the others licensee running their business in the -----at-----.
- (xxii) The licensee shall not use firewood or smoke creating substances..
- (xxiii) All disputes between the landlord and the licence arising out of this agreement entered into or in relation thereto or regarding the interpretation of any cause, terms and conditions thereof shall be referred to the -----acting as such at the time of refernce who will be the sole arbitrator and his decision shall be final ad bindly.
- (xxiv)
- (xxv) The expenses of preparation and execution of this agreement for licence & its counterpart shall be borne by the licence and the licence agreement shall be completed within one week from the date of auction and before the period of licence commences.

In witness thereof the parties here to have signed this agreement on the date first herein before mentioned.

Signature of licence

Signed for and on behalf of the Governor of Punjab

by

Witness:-

1-----

2-----

**SURETY BOND (STAMPED PAPER)**

Know all men by these presents, that we,----- s/o-----  
-----resident of-----and -----  
s/o Sh.-----are bound to the Governor of the Punjab acting through the -  
-----in the sum of Rs.-----  
------(double the amount of the licence money for -----  
months) in consideration of agreeing to licence out Booth / shop No.-----at the-----  
-----to Sh.-----s/o -----  
H.No.-----for ----- months from-----at  
a monthly instalment of Rs.-----)by the Governor of  
Punjab acting through the-----and for which payment we bind  
ourselves and each of us, and our and each of heirs, assigns executors  
and administrators, jointly and severally by these presents.

Dated this-----day of-----19  
(Signed-----in the presence of-----son of-----  
------(signed)-----in the presence of-----  
-----son of-----of-----.

Now the condition of the above written bond is such that the above bounder-----  
-----and-----or either of then, their either administrators or Sh.-----  
-----s/o-----shall pay the said Governor of Punjab through the-----  
-----the sum of Rs.-----on before the-----  
without deduction alongwith the yearly water and electricity charges then the above written bond  
shall be avoid otherwise the same shall remain in full and force and money will be paid with  
interest there on at the rate of -----% per annum till and final settlement.

Dated This-----

Witnesses:

1)----- Signature-----

2)----- Signature-----

**AFFIDAVIT**

Affidavit-----s/o-----

Resident of-----

1. I-----S/O-----Resident -----  
-----do hereby solemnly affirm and  
declare as follows:

1. That I have taken-----of the-----on the licence for the period of  
12 months ( or actual period ..... ) from-----to-----at a monthly  
instalment of Rs.-----from the-----acting far the Governor  
of Punjab as landlord.
2. That I am the real licence of the Stall No.-----at the-----  
and I am not a-----acting on behalf of same other person.
3. If during the terms of the licence my above statement turns out to be untrust shall be liable to be  
ejected from the possession of the accommodation of staall No.----- the -----  
----- for which I shall have no cause of action an account of ejecting from the said  
accommodation and cancellation of the licence and I shall not be entitled to any compensation on  
this ground.

**Deponent**

I -----s/o-----

The above named do hereby solemnly affirm and declare that the ststatement  
given above is true to the best of my knowledge and belief and nothing has been false and  
conceled in.

**Deponent**

Place:

Dated