

TERMS AND CONDITIONS OF THE AGREEMENT FOR THE LICENCE OF CYCLE/SCOOTER/CAR PARKING STAND.

This agreement made on the ..... day of the month of ..... of the year..... between the Governor of Punjab acting through the Principal Punjab Govt. Dental College and Hospital Amritsar (hereinafter called the landlord) of the one part and the Sh. ....(hereinafter called the licence which expression where the context so admits, shall mean and include his heir, executors, administrators, personal representatives) of the other part.

Whereas the licence was the highest bidder to get the license of parking stand at Pb. Govt. College and Hospital, Amritsar in public auction held on ..... at ..... by the landlord for the period of 60 ( Sixty) months commencing from the ..... and ending on ..... and whereas the landlord has agreed to give the licensee on licence basis parking stand on the terms and conditions hereinafter appearing and now, therefore, this agreement witnesses as follows:-

- (i) a. The license fee shall be Rs. .... per month and shall be paid in the form of monthly installments of Rs..... in advance on or before 5<sup>th</sup> day of each month.
  - b. If the license fails to vacate the space after expiry of the licenced period owing to any reason what so ever , the license shall pay the penal rent at the rate of double the monthly licence fee provided in the agreement for such period the canteen remains in his/her possession .
  - c. There will be an increase of 5 % in rent per month every year.
- (ii) Six installments of licence fee amounting to Rs .....in advance shall be deposited by the licensee 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 installments of the licenced period.
- (iii) In case of non payment of monthly installments plus in time by the licensee the landlord shall be competent to cancel the licence after giving 15 days notice to the licensee and the landlord shall be competent to forfeit the security, and the licensee shall have no cause of action on account of cancellation of the licence by the landlord.
- (iv) The licensee shall not injure or damage any of the electric and sanitary fittings and other fittings and appliances of whatsoever nature included in the accommodation licenced out to him but shall take all reasonable care of the dame

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.

- (v) The licensee shall not make any excavation in the accommodation.
- (vi) The licensee shall keep the accommodation 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 and soon after termination of the said period of licensee.
- (vii) The licensee shall allow the landlord or his agents at all reasonable times during the said term to enter upon the 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 licensee or not.
- (viii) The licensee shall not transfer or sublet the license or otherwise part with his possession interest in the accommodation or any part thereof.
- (ix) The licensee shall not use or permit to be used the accommodation for any purpose whatsoever other than cycle/scooter/motorcycle/cars.
- (x) The licensee shall display at a conspicuous place rate list for vehicle parking.
- (xi) The licensee shall neither use himself nor permit others to use or to store any intoxicant in the accommodation licensed to him.
- (xiii) The landlord has the power to cancel the licence after proper notice if any serious complaint is received against the conduct and behavior of the licensee or his servants.
- (xiv) 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 licenced out to him.
- (xv) The licensee shall neither use nor permit other to use the accommodation licenced out to him for publicity purpose in any shape or form.
- (xvi) The landlord or his agent shall have right of re-entry reserved if any part of the any 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 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 there upon 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 compensations whatsoever .
- (xvii) 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 colored prescribed by landlord.

- (xviii) The licensee shall have no option to cancel the licence 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 agreement, the licence will be re-auctioned by landlord and the difference if any in the fresh licence money and the previous licence money will be recovered from the licensee.
- (xix) The licensee shall furnished two sureties to the satisfaction of the landlord and to indemnify. The landlord 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 the period of eleven month of the value.
- (xx) The licensee shall not encroach upon the rights of the others licensee running their business in the Pb. Govt. dental college and hospital at Amritsar.
- (xxi) The licensee shall not use firewood or smoke creating substances.
- (xxi) All disputes between the landlord and the licensee arising out of this agreement entered into or in relation thereto or regarding the interpretation of any clause, terms and conditions thereof shall be referred to the Director, Research and Medical Education Punjab acting as such at the time of reference who will be the sole arbitrator and his decision shall be final and bindly.
- (xviii) The expenses of preparation and execution of this agreement for license and its counterpart shall be borne by the licensee 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

Signature for and on behalf of the Governor of Punjab

Witness :-

1.....

2.....

## SURETY BOND (STAMPED PAPER)

Know all men by these presents, there 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 installment 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 \_\_\_\_\_ (Signed \_\_\_\_\_ in the presence 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 their administrators or sh. \_\_\_\_\_ s/o \_\_\_\_\_ shall pay the said Governor of Punjab through the \_\_\_\_\_ the \_\_\_\_\_ the sum of Rs \_\_\_\_\_ on before the \_\_\_\_\_ without deduction along with 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

I \_\_\_\_\_ s/o \_\_\_\_\_ resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under:-

- 1) That I have taken \_\_\_\_\_ of the in Punjab Govt. Dental College and Hospital, Amritsar for the period of 60 months from \_\_\_\_\_ from the Principal acting for the Governor of Punjab as landlord.
- 2) That I am the real licensee of the \_\_\_\_\_ at Punjab Govt. Dental College and Hospital, Amritsar and I am not acting on behalf of some other person.
- 3) That if during the terms of the licence my above statement turns out to be untrue I shall be liable to be ejected from the possession of the accommodation of the \_\_\_\_\_ for which I shall have no cause of action and on account of being ejected from the said accommodation and cancellation of the licence and I shall not be entitled to any compensation on the ground.

DEPONENT

Dated, Amritsar:

I \_\_\_\_\_ s/o \_\_\_\_\_ the above named deponent hereby solemnly affirm and declare that the statement given above is true and to the best of my knowledge and belief and nothing has been false and incorrect therein.

DEPONENT

Dated, Amritsar: