

कार्यालय परिसम्पत्ति अधिकारी
गो0ब0पन्त कृषि एवं प्रौद्योगिक विश्वविद्यालय
पंतनगर, ऊधम सिंह नगर, उत्तराखण्ड।

पत्रांक:इस्टेट/4930

दिनांक: 01/04/22

प्रभारी अधिकारी
विश्वविद्यालय वेबसाईट

कृपया समस्त व्यवसाईयों से लाईसेंस नवीनीकरण की कार्यवाही संबंधी निर्गत आदेश की प्रति संलग्न कर इस आशय से प्रेषित है कि कृपया इसे वांछित प्रपत्रों सहित से प्रदर्शित कराने का कष्ट करें।

संलग्नक: उक्तानुसार।

5/2
01/4/22
परिसम्पत्ति अधिकारी

लाइसेन्स ट्रांसफर/व्यवसाय परिवर्तन हेतु आवेदन पत्र

१.	दुकान संख्या एवं सेक्टर :		
२.	दुकान की प्रकृति एवं क्षेत्रफल अ.पक्की दुकान (विन्डोद्वारा निर्मित एवं जिस पर लेन्टर पड़ा हो) ब.कच्चा निर्माण (सेमी कन्स्ट्रूक्शन) (पक्की दुकानों के अलावा सभी प्रकार का निर्माण जिस पर पक्की छत(लेन्टर) ना हो) स.खुली भूमि (जिस भूमि पर किसी प्रकार को कोई निर्माण न हो)		
३.	मूल लाइसेन्सी का नाम (अन्तिम अनुबन्ध के अनुसार)		
४.	स्वीकृत व्यवसाय (अनुबन्ध के अनुसार)		
५.	आवास संख्या (यदि दुकान के साथ आवास आवंटित है)		
६.	वर्तमान विद्युत कनेक्शन किस नाम से है		
७.	जिसके नाम लाइसेन्स ट्रांसफर किया जाना है उसका नाम एवं पता (प्रमाणित प्रति के साथ)		
८.	मूल लाइसेन्सी से सम्बन्ध		
९.	लाइसेन्स ट्रांसफर का कारण		
१०.	दुकान हस्तान्तरण की स्थिति में मूल लाइसेन्सी से प्राप्त सहमति पत्र		
११.	परिवर्तित व्यवसाय जो चाहते हैं अथवा मूल व्यवसाय के साथ जो अतिरिक्त व्यवसाय चाहते हैं।		
अवर अभियन्ता(परिसम्पत्ति कार्यालय) एवं सुरक्षा विभाग की संयुक्त रिपोर्ट			
१.	दुकान/जगह का कुल क्षेत्रफल		
२.	पूर्व में दुकान के नाम से पर आवंटित आवास के आवंटन आदे /अभिलेखों की प्रति		

कृपया दुकान संख्या सेक्टर का लाइसेन्सी का नाम/व्यवसाय परिवर्तन/अतिरिक्त व्यवसाय एवं मृतक आश्रित का आवास परिवर्तन की स्वीकृति प्रदान करने का कष्ट करें जिसके लिये निर्धारित फीस एवं विद्युत शुल्क, जल शुल्क, लाइसेन्स फीस एवं आवास किराये का अदेयता प्रमाण पत्र तथा पुलिस /पुलिस विभाग से प्राप्त चरित्र प्रमाण पत्र निर्धारित अवधि में जमा कर देंगा।

दिनांक :

आवेदक के हस्ताक्षर

नाम:

पिता का नाम :

पूरा पता:

मोबा.नम्बर

ई मेल:

THIS DEED OF LICENCE MADE ON-----
DAY OF-----between G.B. Pant University of
Agriculture and Technology, Pantnagar District Udham Singh Nagar
(Uttarakhand) acting through its Comptroller (which expression where the
context so admits its successors and assignees hereinafter called the
LICENSER) of the one part and

Sri-----S/O -----
aged about -----(yrs) Residence at -----
P/O-----Police station-----District-----
at present residing at -----, District -----
(distt) hereinafter called the LICENSEE of the other part.

WHEREAS THE licensee applied for license to carry on the trade and
business of-----in the name and style-----in
shop/kiosk/open space no-----situated at Sector-----
Pantnagar University, District Udham Singh Nagar. (Uttarakhand).

AND WHERE AS the licensor has therefore, agreed to grant to the
aforesaid Licensee a leave and license to carry on the business of-----
-----by selling the articles concerning the said business in
Shop/Canteen/Kiosk/Semi Construction(Kaccha Nirman) no-----
measuring _____sq ft. situated at sector-----Pantnagar Distt.
Udham Singh Nagar (Uttarakhand) subject to the extent and conditions as set
forth hereinafter and in Annexure I & II of this deed.

AND WHEREAS the licensee has likewise agreed to accept the said grant of
license on such conditions.

Now therefore, this deed witnesses:-

- 1) In presence of the aforesaid, the licensor hereby grants a leave and
licensee to the licensee, to carry on the trade and business
of _____ in the name and style of _____ by selling
the articles in Shop/Canteen /Kiosk/ Semi Construction(Kaccha Nirman)
no. _____ situated at _____ measuring _____sq
ft. and for the said purpose also grant a licensee of residential facility to
the licensee in quarter no.----- situated at-----which
accordingly both are hereby allotted to the licensee by the licensor.
Description and details of the accommodation is given in scheduled
below is hereby allotted to the licensee.
- 2) The licensee shall pay the licensor for such permission a license fee of
Rs.----- per month for the Shop/Canteen /Kiosk/ Semi
Construction(Kaccha Nirman) which the licensee hereby accordingly
agrees to pay to the licensor. The rates of license fee are mentioned in
office order No. Estate/5537, dated 30-11-15.

- 3) This deed of license shall remain valid from _____ to _____ where after the licensee shall remove his articles and belongings from the said premises of Canteen /kiosk/ Semi Construction(Kaccha Nirman) and quarter and cease to do the business as aforesaid and the licensee shall hand over the said premises in completely vacant condition to the licenser with fittings and fixtures intact unless the aforesaid terms of license is further extended as provisions of clause 13 of Annexure I of this deed.
- 4) The license shall also abide by the terms and conditions of the Annexure I & II of this deed. In witness where of the parties aforesaid have signed this _____ day of this agreement.
- 5) The licensee shall use the shop let out duly for the business of _____ and not use the same for any other purpose (The licensee shall not enter into partnership) and conduct the business in the premises in the name of the firm. The licensee can only use the premises for his own business.
- 6) The Licensee shall not have any right to assign, sublet, re-let, under-let or transfer the tenancy or any portion thereof.
- 7) The Licensee shall not carry out any addition or alteration to the shop without the previous consent and approval in writing of the (Honb'le Vice-Chancellor) competent authority.
- 8) The License may not use to varanda, gallery, open space in front of shop and park for personnel use.
- 9) That both of the parties shall have to give one month advance notice in writing to each other , in case of vacating the premises in question before the expiry period of the tenancy.

LICENSEE

1- Witness

2- Witness

LICENSER (Comptroller)

1- Witness (Estate Officer)

2- Witness (Security Officer)

The Shop/Canteen/kiosk/open space is situated at _____ Pantnagar Distt. U.S. Nagar Uttarakhand The area of Shop/Canteen/Kiosk/open space is _____ sq.ft. It is bounded by.

On the North by
On the south by

On the East by
On the West by

TERMS AND CONDITIONS OF THE AGREEMENT

- 1- The licensee shall pay the licensor the license fee per month by 10th day to each month failing which the late payment fee @ Rs. 100/- per month would be charged. In case of non payment of dues along with late payment, within three months the license of the shop/ Semi Construction(Kaccha Nirman) /open land/ house shall be deemed cancelled automatically and consequently the possession of Canteen/open land / house shall be handed over to the university. In this connection any claim of the licensee will not be maintainable.
- 2- The said license fee will be exclusive of electricity and water charges or any other utility services rendered by the licensor, which shall be paid by the licensee separately to the licensor at such rates as the Licensor may fix. In case of non payment of dues the license shall be forthwith cancelled and license shall be liable for ejection.
- 3- On any account, the licensee shall not sublet or transfer the shop/canteen/kiosk/open space/ Semi Construction(Kaccha Nirman) to any other party or allow any other person to occupy the premises or to use any, part thereof and the Licensee shall be personally doing the business him self. This shall neither be transferable nor inheritable. The licensee shall in no case enter into partnership without the written permission of the Vice-chancellor.
- 4- In case, the licensee in the normal course of business is not found running the shop by himself and if any of his agents, administrator or any other person is found doing the business without the actual presence of the licensee, it would be deemed to be a subletting of the shop/canteen/kiosk/open space/ Semi Construction(Kaccha Nirman) and even the power of Attorney by the Licensee made in any one's favour would be treated to be invalid as this license is personal privilege to the licensee only and violation of this clause the license may be cancelled.
- 5- In the event of any breach of the conditions as stated in clause 3 and 4 above the license granted to the licensee as well as the allotment of his said shop/canteen /kiosk/open space/ Semi Construction(Kaccha Nirman) alongwith residential/house shall be liable to be cancelled forthwith without any notice by the licensor and the licensee shall be liable to be evicted from the said premises.
- 6- The price of the articles and goods sold at shop/canteen/kiosk/open space/ Semi Construction(Kaccha Nirman) shall not in any case be higher than the market price prevalent at that time and all the rates of the articles sold shall be conspicuously displayed at the shop/canteen/kiosk/open space/ Semi Construction(Kaccha Nirman) both in Hindi and English. In case of any dispute about the rates the decision of the Vice-chancellor or any authority appointed by him for this purpose shall be final and binding on the parties and the licensee shall be liable to repay the excess charge made by him to the customer.
- 7- The licensee, who is found selling stale or sub-standard material or found selling articles on higher rate in violation of clause-6 or any of the administrative orders or rules of the University, shall pay the compensation to the extent of Rs. 2000/- at a time or the amount fixed at the discretion of the Vice-chancellor of the University.
 - (a) The licensee shall have to obtain necessary registration at his own risk and cost from income Tax, Sale Tax, and other department of Government as per rules and copies for the same will have to be enclosed with this Agreement. The licensee shall abide the rules under Dukan and Vaniya Adhiniyam and other concerned law relating to his business. The licensor shall not be held liable for any unlawful of act of licensee.
 - (b) The licensee shall have to pay the electric dues along with surcharges, water charges and Market Development and maintenance charges as prescribed by the University/Licensor from time to time.
 - (c) The licensee shall have to submit antecedent verification report including his workers from police Department at his own cost.
 - (d) The licensee shall not act against laws on the concerned fields.

- 8- The licensee shall not alter/rebuilt the premises allotted to him. In the event of the licensee having altered, damaged the premises allotted to him or any of its fittings and fixtures, if any, he shall be liable to pay to the licensor such damages/penalty as may be assessed by a competent authority appointed by the Vice-chancellor and his allotment of the said premises as well as his license shall be liable to be cancelled forthwith.
- 9- The licensee shall not cause to be committed or abet the commission or breach of any of the Govt. regulations and the university rules or orders issued from time to time by the Vice-chancellor and the licensee shall also not indulge in or indirectly participate in activities which in the judgment of Vice-chancellor are subversive to the interest, reputation peace and order of the university. If it is found that the licensee has committed abetted or indulged in such act, he would be liable to be evicted from the premises and his license cancelled and the orders of the Vice-chancellor in this connection shall be final.
- 10- The licensee shall comply with all the instructions that may be issued by or on behalf of the Vice-chancellor or the university from time to time for the adherence of hygienic standards and/or otherwise for the regulation of the said business, in the university campus.
- 11- The license is revocable at will by the licensor at any time without assigning any reason thereof and the licensee shall cease to do business forthwith and vacate the premises within one month of such revocation of the license.
- 12- In the event of licensee not stopping the business or not vacating the premises allotted to him after his license is revoked, he shall be deemed to be an unlawful occupant thereof and a trespasser and in that event, the licensor will be at liberty to forthwith enter upon the said premises remove his effects and evict him and take possession thereof and to withhold the payments of all dues, if any, payable to the licensee. The licensor shall also charge the damages and compensation for any such un- authorized use and occupation at Rs. 100/-per day which the licensee hereby agrees to pay to the licensor.
- 13- This lease and license granted to the licensee and his allotment of the said shop is valid for the period ending only the license, however may be renewed fresh by the Vice-chancellor at his discretion on the same or revised terms and conditions provided that if no further license is granted on or before the expiry of the date of this agreement, this license shall stand finally terminated on the expiry of the period of this agreement and the licensee thereafter will be liable to be evicted as trespasser and unauthorized, occupant.
- 14- On the expiry of the period or revocation of the license/allotment, the licensor shall have a right to resume exclusive possession and charge of the aforesaid premises and deal with it in such manner as he may deem fit. Any goods, articles or things found lying in the premises shall be liable to be seized, removed, stored and sold by public auction by the licensor or any other officer empowered by him and any outstanding dues due to the licensor/university together with the charge for seizure, removal, storage and sale of such goods, articles or things shall be met out of the sale proceedings provided always that the allottee /licensee may get them released after clearing the outstanding dues and paying the expenses and storage charges.
- 15- That any dispute or difference arising between the parties at any time in respect of arising out of this agreement or directly or indirectly arising there from shall be referred to the sole Arbitrator who shall be the Vice-chancellor of this university or any of his nominee so appointed by the Vice-chancellor, whose decision shall be final and binding on the parties.
- 16- The licensee shall use the premises only for the purpose for which this license has been granted and the shop so allotted to him i.e. for the use of premises for the business of -----
-----only for and no other purpose.
- 17- Under no circumstances, the occupation of the said premises by the licensee for the purpose which this license is granted will be construed to create any claim for any right, interest or easement in favour of the licensee in or over the said premises and in any case no lease right or otherwise shall accrue to the licensee. Any request for change of trade of business will not be entertained.

- 18- The licensee shall be entitled to carry on his business in the said premises only in the regulated hours of the days which would be from 9-00 A.M. to 1.00 P. M. and 2-00 P.M. to 9.00 P.M. or as determined by the Vice-chancellor from time to time.
- 19- There will be weekly holiday on Tuesday and the licensee will keep in the shop open on all the days of the week except the said holiday for sale of articles to the general public and in on case the business would be stopped by the licensee during the permitted days and hours. unless the licensee has obtained a prior permission from the Vice-chancellor for the genuine reasons, the opening time of shop/canteen/kiosk/open space will be from 10-00 A.M. to 1.00 P.M. and 3.00 P.M. to 9.00 P.M. as per labour law. In case of default and breach of para 18 and 19 above the license granted to the licensee shall be liable to be cancelled forthwith by the licensor and the licensee shall be liable to be evicted from the premises.
- 20- In order to safeguard his wares and furniture, the licensee shall be entitled to put the same under lock and key. But would not any time be entitled to claim exclusive possession of the allotted premises under license or to hold the licensor responsible for the safety of his effects.
- 21- The licensee would only be entitled to function in the name and style under which he has been granted a license and no other signboard shall be displayed on the shop until and permission to change the signboard in his new name and style is given by the Vice-chancellor of the university.
- 22- The licensee fails and defaults to pay his monthly license fee consecutively for three month his license shall be cancelled and the licensee shall be liable for event
- 23- The licensee would not sell any article or conduct any business either himself or through his agents or servants in the Weekly Hat (Bazaar) which takes separately on the open air land. If the licensee is found doing any business in contravention of this clause his license shall be forthwith cancelled and will be liable for ejection.

Sing.of Licensee

Estate Officer

Name of Licensee

Licensor

RULES AND REGULATIONS FOR RUNNING THE SHOP

1. The Licensee shall keep his shop and its premises in a neat and tidy condition. All dirt and garbage shall be collected in the garbage enclosure constructed in the neighborhood of the Shopping Centre.
2. The Licensee shall not cause disturbance to the adjoining premises..
3. The articles offered by the licensee for sale shall be of good quality. In case of food stuff, old and stale material shall neither be displayed nor sold at the market. If any such material is found, the same shall be seized and destroyed by the University Officer authorized in this behalf without entitling and compensation to the licensee.
4. No liquor or wines will be sold by the licensee either at the said shop or anywhere in the University premises nor the licensee will allow any intoxicant liquor to be used either by his servants or by himself and his family member.
5. The covered verandah or any space in front of his said shop or nearby or in the campus will not be used by the licensee for the display of goods or for his personal use without the specific sanction of the Vice-Chancellor. In violation of this clause he will be levied a penalty of Rs.1000 at first time or repeated the violation the clause the shop may be cancelled.
6. Any damage done to the University property will be recoverable as per the decision of the Vice-Chancellor which will be final and binding on the licensee of the said shop.
7. Water charges, garbage charges and electricity charges shall have to be paid by the licensee as per the monthly bill raised by the University. The water and electric supply shall continue at the will of the University and not as a right of the licensee.
8. Repairs and maintenance of shop premises will be done by the University on behalf of the licensor for which the said shop will have to be made available for a period of at least a week.
9. Advertisement/Signboards will be displayed on the panel provided in front of the shop and will not obstruct the upper or the lower portion of the building beyond the panel.
10. The licensee will not carry on business either himself or through his servants who may be suffering from any contagious diseases.
11. The Director Works & Plants/Estate Officer and the Medical Officer Incharge of the University Hospital or any officer authorized by the Vice-Chancellor of this University will inspect the said shop of the licensee at frequent intervals to check up the quality of products offered for sale particularly vegetables, edibles and meat etc. and take suitable action where defective or unhygienic or unauthorized materials are being stored, for sale or being sold.

12. An appeal against the decision or order of the inspecting staff shall be made to the Vice-Chancellor whose decision shall be final and binding on the licensee of the said shop.
13. License fee, fines or any other dues due to the University, if not paid within the stipulated period, will be recovered by seizure and sale of the property of the licensee.

Licensee

Comptroller/Licensor