

**GOVERNMENT OF NCT OF DELHI  
PUBLIC WORKS DEPARTMENT & HOUSING  
5TH LEVEL “B” WING  
DELHI SECRETARIAT: NEW DELHI**

**Terms and conditions of Auction**

1. The premises will be licensed for ten (10) years from the date of commencement of licence deed i.e. the date of taking of possession of premises on '**AS IS WHERE IS BASIS**' by the licensee from licensor. The licensee after taking formal occupation of the licensed premises shall not contest thereafter that the licensed premises is not complete in any respect whatsoever. If any change, additions / alterations are necessary, the licensee shall do the same at his own cost after obtaining prior written permission of the licensor and the liabilities for the payment of licence fee shall not be affected.
2. Any individual partnership firm and company registered under Companies Act, 1965 or Companies Act, 2013 are eligible to participate in the Auction. Regarding partnership and Company, they should be subsisting for the last 3 years prior to the date of auction.
3. The Licensor (i.e. Public Works Department) reserves the right to reject any or all the bidders / bids without assigning any reasons. The details of shops to be auctioned is given at point no. 26 **Annexure-I** alongwith their (a) location, (b) covered area, (c) reserve price (monthly).
4. The allotment will be made to the highest bidder in the auction on licence fee payment basis for a period of 10 years.
5. All the participants who desire to participate in the auction, have to deposit an earnest money deposit (EMD) equivalent to reserve price for a month as indicated in ANNEXURE-I through demand draft/bank guarantee/FDR drawn in favor of A.O. (Finance), Land & Building Deptt. GNCTD before the date of auction and PWD will than allow only such participants who had deposited EMD alongwith the bid.
6. The earnest money (EMD) shall be forfeited in favor of the PWD in case the applicant after participating in auction becomes successful bidder withdraws the offer or makes modifications therein or on acceptance of his application fails to complete any of the formalities of the licence or fail to comply with any of the terms and conditions and any

of the formalities of the licence within the period as stipulated in conditions 7 & 8 below and the allotment in such cases shall be deemed terminated.

7. The successful bidder will be required to deposit equal to one (01) month licence fee as interest free security deposit and one (1) month advance licence fee to PWD. The interest free security deposit and one (1) month advance licence fee shall be accepted only in the form of Demand Draft or Bank guarantee or FDR in favor of A.O. (Finance), Land & Building Deptt. GNCTD, PWD payable at New Delhi/Delhi, within a period of 15 days of the receipt of the intimation of acceptance of his offer towards the fulfillment of the contractual obligations. The earnest money deposited by the successful bidder alongwith the bid will be adjusted towards the security deposited.
8. The successful bidder will execute a licence deed on a non-judicial stamp paper within a period of 15 days from the date of depositing the security deposit alongwith one (1) month advance licence fee to Licensor, in the Performa prescribed by the Licensor. The licensee shall take the possession of the shop from the licensor within 30 days from the date of execution of licence deed.
9. The terms and conditions of the licence are given in the attached licence deed in detail, and it is the responsibility of the bidder to go through such terms and conditions before participating in this auction process. In case of any discrepancy in documents related to the auction, the terms and conditions mentioned in the Licence Deed shall have superseding effect.
10. In case of termination, Licensor shall enter into the premises, and in the event of the Licensee not surrendering the vacant possession of the premises within the stipulated period under this deed in a peaceful manner the licensee shall render himself/herself/themselves liable for action for eviction under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and any other action(s) as deemed fit by the licensor.
11. At the time of commencement of licence deed, the licence fee deposited in advance will be adjusted towards the monthly licence fee and after adjustment of the said licence fee, the licensee shall pay the licence fee in advance by the 10th of each English Calendar month at the latest.
12. Non-payment of the licence fee within the prescribed period will constitute breach of the terms of licence and shall render the licence liable to be terminated. In case of default in payment of the licence fee for any reason, what-so-ever, shall be liable to pay to the licensor monthly compounding interest for the period of default @ 15% per annum on

amount of licence fee and any other dues including interests, the payment of which has been so defaulted. The interest on defaulted amounts shall be payable for full month irrespective of the fact whether default so committed is for the part of the month.

13. In case of licensable trades, operations should only be started after getting appropriate licence, such as health license from the competent authority.
14. The licensee shall run the shop himself or through his/her spouse, parents and children only. No other relative or any other person will be allowed to run the shop without obtaining the prior permission in writing from the licensor, and if at any time shop is found running by some person other than the licensee or his/her spouse, parents and children or person allowed by the licensor, then such case will be treated as sub-letting, and the licence will be terminated automatically in such scenario. Licensor will take all necessary action, as deemed fit by it, in such scenario.
15. Save as provided in the preceding paras, the licensee during the tenure of this license shall not sublet/transfer/assign or part with the building or any portion thereof permanently or temporarily to anybody else nor shall be allowed to take any person /persons to occupy the premises or to use any part thereof save with the prior permission in writing of the licensor.
16. The licensee shall be bound to abide by all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolutions, directives, or otherwise restrictions or any similar form of decisions of, or determination by, or any interpretations or adjudications having the force of law in India and the rules, regulations, bye-laws, orders, etc. made under them, as amended from time to time.
17. The prospective Auctioneers/bidders should not have been debarred/ blacklisted by any Government/ Public sector undertaking/ Local Bodies or any other statutory authority and the successful bidder has to furnish an affidavit in this regard.
18. The participants should also furnish PAN Number issued by Income Tax alongwith returns for the last three years.
19. The increase in licence fee, use of the premises, renewal, change of trade, transfer, clubbing of units, subletting, damages on cancellation and revocation, interest on delayed

payment, sealing and de-sealing of premises, mutual exchange, security deposit and other conditions shall be as per the policy of the PWD and as decided from time to time.

20. Upon the expiry of licence period, renewal may be allowed as per policy of the PWD in vogue and subject to completion of condition of licence deed in letter and spirit throughout licence period of 10 years. If the licensee fails to get it renewed in accordance with the policy of the PWD, it will be deemed as automatic cancellation and PWD shall enter into the premises without giving any further notice. The prospective bidder shall peacefully handover the possession to PWD on the expiry of the licence in accordance with the condition no.2.4 of the chapter on Grant of licence.
21. The licensee shall himself/itself occupy and use the premises only for the purpose for which it is being licenced by PWD and run the Premises himself. However, the licensee can apply for change of trade in accordance with the policy of PWD.
22. The final authority to accept or reject any bid will be Principal Secretary, PWD.
23. The other terms and conditions of the licence deed have to be executed by the successful bidder.
24. The successful bidder is liable to make all statutory payments including water charges, electricity, sanitation etc.
25. Licence deed is annexed as **Chapter-I**.
26. Details of shop:- Location, area, Reserve Price (monthly).

Shop No.	Location	Shop Area	Reserved License Fee (Per Month)
S.-1	Behind shop no. 7,	20.15 Sqm	25,611/-
S.-2	Delhi govt. Resi.	21.02 Sqm	26,717/-
S.-3	Colony, Kalyanvas, Delhi	20.43 Sqm	25,967/-

27. **Rent review:-** The license fee shall be increased at the rate of ten per cent (10%) annually on compounding basis, w.e.f. 01 April of every year which shall be final and binding upon the licensee. However, as the licensee would not be completing a period of one year from the date of grant of license, the first such increase would be made on 01<sup>st</sup> April, 2019.

**GOVERNMENT OF NCT OF DELHI  
PUBLIC WORKS DEPARTMENT & HOUSING  
5TH LEVEL "B" WING  
DELHI SECRETARIAT: NEW DELHI**

**CHAPTER: 1**

**License Deed**

**Licence Deed No.** \_\_\_\_\_ **of Year** \_\_\_\_\_

This License Deed is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ at New Delhi between:

Public Works Department (**PWD**), GNCTD having its office at 'B' Wing, Level 5, Delhi Secretariat, I.P. Estate, New Delhi-110002 (hereinafter called the 'licensor' which expression shall, unless repugnant to the context or meaning thereof, mean and include all its successors, assignees and nominees), being party of the **First Part**.

AND

\_\_\_\_\_ (hereinafter called the '**licensee**' which expression shall, unless repugnant to the context or meaning thereof; be deemed to mean and include its executives, successors, administrative assignees through its Authorized Signatory \_\_\_\_\_, who is/are duly authorized to execute this deed) being party of the **Second Part**.

WHEREAS

The Licensor owns and is in possession of public premises known as \_\_\_\_\_ situated at New Delhi (hereinafter called the public premises).

Licensor has agreed to provide to the Licensee, the Licensing Rights of said premises (pre identified by PWD on the basis of highest bid received through auction) on "**AS IS WHERE IS BASIS**", on payment of License Fee to PWD on the terms and conditions hereunder contained in this License Deed.

The PWD has agreed to grant License for use of said public premises with covered area measuring \_\_\_\_\_ at Rs. \_\_\_\_\_ per \_\_\_\_\_ month to \_\_\_\_\_ the licensee \_\_\_\_\_ New Delhi

alongwith the fitting and fixtures therein for a period of ten years w.e.f. \_\_\_\_\_ (date of possession), for running the trade of \_\_\_\_\_

NOW THEREFORE, in lieu of the mutual promise and consideration set out herein Licensor/PWD and the Licensee (hereinafter collectively called "Parties") witnessed and hereby agree as follows:

The Licensee hereby covenants as follows: -

i) Licensee irrevocably agrees to make all payments including License Fee as per this licence deed every month in advance, without delay or demur, without waiting for any formal advice from PWD in this regard.

ii) The Licensee confirms having examined the licensed premises and fully understands and comprehends the requirements of the being taken on license. The Licensee also confirms full satisfaction as to the viability of licensing the above public premises and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee also confirms having made independent assessment of taking the said premises on License and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to PWD under this licence deed.

That LICENSOR and LICENSEE represent and warrant that they are empowered, authorized and able enter into this license deed which comprises of nine chapters and three annexures.

In witness whereof the parties hereto have caused this license deed to be signed in their respective hands as of the day and year first before written.

This license deed has 9 chapters, dealing with Licence Deed (Chapter 1) Grant of License (Chapter: 2); Addition/Alternation to the public premises (Chapter: 3); Rights and Obligations (Chapter: 4); Indemnity and Insurance (Chapter: 5); Force Majeure (Chapter: 6), Breaches/Surrender/Termination of License Deed (Chapter: 7); Representations and Warranties (Chapter: 8); Miscellaneous (Chapter: 9) and 3 Annexures dealing with the Terms & Conditions of Auction (Annexure-I), Handing over Note (Annexure-II) and Taking over Note (Annexure-III).

**GRANT OF LICENSE**

2.1 There is public premises with a total area of \_\_\_\_\_ sq. ft commonly known as \_\_\_\_\_ New Delhi which has been provided for licensing rights as detailed in Annex ure-1.

2.2 The vacant public premises, as mentioned in Annexure-I, has been/shall be handed over within 15 days from the date of receipt of full payment as stipulated in Letter of Acceptance.

2.3 Area of public premises specified in Annexure-I. Actual area handed over subsequent to issue of Letter of Acceptance shall be final.

**TERMS AND CONDITIONS OF LICENSE DEED.**

2.4 Now this deed witness that the Licensor in consideration of the aforesaid License do hereby allot the Licensee the said premises as \_\_\_\_\_ for the period ending \_\_\_\_\_ on the following terms & conditions:

i) That the license shall be for a period of ten (10) financial years and the licence fee will be increased at the rate of ten per cent (10%) annually, on compounding basis. Upon expiry of the licence period, renewal may be allowed as per policy of the PWD in vogue and subject to completion of condition of licence deed in letter and spirit throughout licence period of 10 years. If the licensee fails to get it renewed in accordance with the policy of the PWD, it will be deemed as automatic cancellation. The license shall be deemed as terminated. In case of termination, Licensor shall enter into the premises, and in the event of the Licensee not surrendering the vacant possession of the premises within the stipulated period under this deed, the licensee shall render himself/herself/themselves liable for action for eviction under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, and any other action(s) as deemed fit by the licensor.

ii) That the advance licence fee of one (01) months deposited by the licensee in pursuant to clause 2.16 will be adjusted towards the monthly licence fee. The licensee will pay the license fee in advance by the 10th of each English Calendar month at the latest. Non-payment of license fee within the prescribed date will constitute breach of the terms of the license and shall render the license liable to be revoked. Besides, the licensee shall pay monthly compounding interest @ 15% per annum on the amounts of license fee and other dues payable remaining outstanding beyond the due date. Interest shall continue to accrue till the license fee amount is finally

squared up. Such interest shall be charged for the full month if the payment of license fee is not made by the due date with arrears, if any.

iii) If the license fee hereby reserved or any part thereof shall at any time be in arrears or remain unpaid after the due date or if the licensee at any time fail or neglect to perform or observe any of the terms and conditions herein contained and on their part to be observed and performed then in that event the licensor may without prejudice to his general right of revocation of license as a licensor by giving 10 days notice in writing to the licensee determine the license , and re-enter upon the premises in question or any part thereof and the licensee shall upon such determination peacefully give up possession of the premises in question without any right to compensation whatsoever and thereupon this license shall absolutely determine without prejudice to any right to action or remedy of the licensor in respect of any antecedent breach of terms and conditions and covenants on the part of the licensee. That in case license fee, electric charges & maintenance charges, if any, be in arrears shall be recovered as arrears.

iv) That save as otherwise and without prejudice to the rights and privileges of the licensor, licensee during the tenure of this license shall not sub-let, transfer, assign or part with the premises or any portion thereof permanently or temporarily to anybody else and shall not introduce any partner and shall not carry on the business in the premises with any other person or assign, transfer, change or otherwise alienate its interest in the premises, and shall not be allowed to take any person to share the accommodation without the prior written permission of the licensor, nor shall they be entitled to allow any person to occupy the licensed premises or to use any part thereof save with the prior permission in writing of the licensor.

v) That the license is revocable for genuine cause at the will of the licensor and does not create or vested any interest of the licensee in the licensed premises. In case the license is revoked before the expiry of the term of license in that event the licensee shall not remove from the licensed premises the furnishings, fittings and fixtures etc. belonging to the licensee of the type removal of which is likely to cause damage to the property and the same shall belong to the licensor.

vi) That the the licensee will have to obtain electric and water connections and would get the load for light and power sanctioned in its name after completing all formalities like deposits of the new connections fee etc. and the security and will bear the electric and water consumption charges by itself. The licensee shall not exceed the sanctioned electric load and if any additional load is required by the licensee over and above that what is installed, the same would be sanctioned subject to its feasibility on receipt of such a request and the work of laying cable etc., if necessary, would be got done at their own cost to the satisfaction of the licensor.

vii) The licensee shall not employ or permit to be employed or allow or to enter into or remain in 'the said premises any person suffering from any contagious, loathsome or infectious disease.



viii) That the Licensee shall furnish/refurbish and equip the public premises at his own cost for the purpose for which it has been licensed according to a reasonable high standard in all respects to run it efficiently and in a businesslike manner.

ix) , All other charges in context with regard to the running of public premises water consumption bills, electricity bills, shall be payable by the licensee from the date from which the licensee is to be in occupation of the public premises till the vacation of the premises.

x) No encroachment of any type on space other than the public premises shall be permitted / tolerated, and such activity, if proved, shall be treated as Licensee's Event of Default.

xi) The licensee shall not do anything in or outside the premises which may be nuisance or may cause annoyance to the neighbors.

xii) That in the event of the license having been terminated earlier in terms of the relevant clause of the license deed or on expiry, the licensee shall vacate the premises under license in a peaceful manner. The licensee shall also be responsible for making good for damages, losses etc. to the licensed premises, fittings and fixtures noticed by the licensor at the time of vacating the licensed premises by the licensee, except for depreciation arising out of normal wear, tear and usage. The decision of the licensor as to the extent of damages within 30 days of the notice of revocation of the license by the licensor and shall not claim any compensation for any resultant injury thereof.

xiii) That in case the license is cancelled by the licensor, and/or on expiry of license period, the unauthorized occupant of the premises, shall be liable to pay the damages at the rates as may be determined by the licensor. Besides, a monthly compounding interest at the rate of @ 15% per annum shall be payable on the sum calculated as damages, if damage charges as determined by the licensor are not deposited with the Deptt. by the 10th of each Calendar Month.

xiv) That any communication or notice on behalf of the licensor in relation to the license may be issued to the licensee by an officer of the licensor and all such communications and notices may be served on the licensee either by registered post/ Speed Post or under certificate of posting or by ordinary post or by hand delivery at the last known address of the licensee or by pasting the same at the conspicuous part of the licensed premises shall be deemed to be due service on the licensee even if the said communication is received back undelivered unserved on any ground whatsoever.

xv) That the licensee shall obtain information and make all arrangements/provisions necessary for fire prevention and fire safety arrangements as may be prescribed by the Chief Fire

Officer or any other code/standard practice or any other competent authority in this behalf at his own cost.

xvi) That the licensee shall be bound to abide by all Applicable Laws and rules, regulations, bye-laws made there under, from time to time existing or hereafter made or to be enacted or introduced hereafter.

xvii) Notwithstanding anything contained in any clause heretofore mentioned, the licensor shall have the absolute right at all times to undertake any additional construction to ensure better utilization of the premises and to improve its revenue, and the licensor shall not be required to obtain any type of permission, whatsoever, from the licensee for such construction, and the licensee shall not claim any reduction in agreed license fee on this account.

xviii) That breach of any of the condition of this Licence Deed will make the licence liable for cancellation with immediate effect notwithstanding the provisions contained in the licence deed hereof and eviction of the licensee besides forfeiture of interest free security deposit on revocation/cancellation of the license. It shall be the duty of the licensee to quit the licensed premises within the time given in the communication issued by the licensor in this respect. In case, the licensee fails to vacate the premises within the stipulated period, the licensor shall be entitled to charge/recover damages at the rates as may be determined by the licensor. In the event of the licensee desirous of surrendering the public premises before the expiry of the term of the license, they can do so by giving three months notice in writing terminating their liability on the date of expiry of the said notice or on the date of handing over (as per Annexure-II) the possession of the licensed premises whichever is later, provided the outgoing licensee before handing over the possession clear all the dues including damages charges, if any. Clearance of the dues will be essential condition for acceptance of the notice. In the event of non-payment of the dues before the date of expiry of notice period, the time taken in clearing the municipal dues will automatically postpone the date of notice period and the period of licence in that event will expire on the date of clearing the dues.

xix) That the Office of the Estate Officer, PWD, New Delhi, only shall have jurisdiction to entertain any application in respect of any proceedings under this license deed to entertain any suit in connection with this Licence Deed and no other court of any other place shall have jurisdiction to entertain any such application or any suit.

xx) That the licensee shall not call in question or raise any dispute regarding quantum of license fee as agreed to either before the PWD or before any Court of law. If the licensee raises such dispute, he shall render his license to be cancelled forthwith.

xxi) That the breach of any of these conditions will entitle the licensor to cancel the allotment besides forfeiture of security deposited by the licensee and disconnection of electricity and for water connection and sealing of the premises.

### **TENURE OF LICENSE**

2.5 Tenure of License Deed shall be for a period of Ten (10) years w.e.f. \_\_\_\_\_, unless otherwise terminated by PWD or surrendered by the Licensee, in term of provisions of this Licence Deed. The tenure of License Deed shall commence from the date of handing over of public premises.

2.6 If the Licensee is desirous of terminating the license hereby created before expiry of the tenure of Ten (10) years, the License Deed shall deemed to be terminated on the date mentioned in termination/surrender notice in accordance with the conditions mentioned in this licence deed, subject to confirmation by PWD. In such a case, the balance Interest Free Security Deposit shall be forfeited in favour of PWD after adjustment of outstanding dues, if any, payable to PWD. No grace period shall be provided to Licensee in such a case. PWD may also recover the balance outstanding dues, if are more than Interest Free Security Deposit. from the other contracts of Licensee in PWD. Balance outstanding dues, if are more than Interest Free Security Deposit, shall be recoverable from the Licensee before Licensee is permitted to remove their establishments) or else PWD will seize their property/pods. PWD shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall, have no claim for compensation or consideration damages.

2.7 No partial surrender of the public premises which has been handed over to the Licensee by PWD shall be permissible to the Licensee during the currency of License Deed.

2.8 At the end of License period or determination of this Licence Deed prior to tenure of license period, for any reason whatsoever, all rights given under this License Deed shall cease to have effect and the premises shall revert to PWD, without any obligation to PWD to pay or adjust any consideration or other payment to the Licensee.

2.9 On completion/ termination of License Deed, the Licensee shall hand over the public premises with normal wear & tears. The Licensee shall be allowed to remove their movable assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc. without causing damage to the existing structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture. etc. which has become an integral part of the public premises.

### **LICENSE FEE**

2.10 The license fee for the public premises situated at \_\_\_\_\_ New Delhi measuring \_\_\_\_\_ sq.ft. shall be paid by the Licensee to the PWD @Rs. \_\_\_\_\_

per month as license fee, inclusive of maintenance charges. Service Tax, and other Central, State and Municipal Taxes, as applicable from time to time shall be payable extra by the licensee. Enhancement of license fee at the rate of ten per cent (10%) every year on compounding basis, will be applicable as provided under clause 2.4(1), for use of the said premises w.e.f. \_\_\_\_\_ (date of possession), for a period of ten years up to the period ending \_\_\_\_\_.

2.11 The said license fee have been agreed to by both the parties to be increased at the rate of ten per cent (10%) annually on compounding basis, w.e.f. 01 April of every year which shall be final and binding upon the licensee. However, as the licensee would not be completing a period of one year from the date of grant of license, the first such increase would be made on 01<sup>st</sup> April, 2019.

2.12 That the Licensee agrees voluntarily and unequivocally to make all payments to PWD as may be due before the due date, without waiting for any formal bill/advice from PWD. In the events of non-receipt of any bill. the Licensee agreed to collect the same from the office of authorized representative of the Licensor.

2.13 The account of payment of license fee by Licensee shall be regularly reconciled by PWD on annual basis.

2.14 Licensee shall periodically advise the details of payment deposited with PWD. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of PWD), then others dues/ liabilities like electricity. etc. and lastly License fee shall be accounted for.

2.15 The Licensee should preferably make payment of advance monthly license fee etc. to PWD.

### **Interest Free Security Deposit.**

2.16 Licensee shall pay (i) Interest Free Security Deposit equal to one (01) month of license fee; (ii) One (01) month advance licence fee, to PWD in the form of DD/ Bank guarantee /FDR which should be in favor of A.O. (Finance), Land & Building Deptt., GNCTD payable at New Delhi from a Nationalized Bank or Scheduled Commercial Bank based in. India.

2.17 In case of successful completion of the full term of the License period i.e. Ten (10) years from commencement date of License Deed. Interest Free Security Deposit shall be refunded without accruing any interest on it and after adjusting the outstanding dues subjected to fulfillment of all handover requirements by the Licensee up to the satisfaction of PWD.

2.18 PWD shall reserve the right for deduction of PWD dues from Licensee's Interest Free Security Deposit at any stage of Deed i.e. currency/ completion/ termination/ surrender, against

- a) Any amount imposed as a penalty and adjustment for all loses/damages suffered by .PWD for any non-conformity with the Licence Deed's terms & conditions by the Licensee.
- b) Any amount which PWD becomes liable to the Government/Third party due to any default of the Licensee or any of its servant/ agent.
- c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on their behalf.
- d) Any other outstanding PWD's dues/ claims, which remain outstanding after completing the course of action as per this License Deed.

2.19 Once an amount is debited from the Interest Free Security Deposit the Licensee shall replenish the Interest Free Security Deposit to the extent the amount is debited, within 15 days period failing which it shall be treated as a Licensee's event of default and in such case the licence may be revoked/ cancelled by the licensor.

#### **TAXES AND OTHER STATUTORY DUES**

2.20 All other statutory taxes, statutory dues, local levies, Service tax, etc. as applicable shall be charged extra and shall have to be remitted along with the License Fee for onward remittance to the Government. The Licensee indemnifies PWD from any claims that may arise from the statutory authorities in connection with this License. Stamp duty for execution & registration of License Deed shall solely be borne by the Licensee.

2.21 The property tax, if applicable on this property of PWD, shall be borne by the licensor.

**Addition /Alteration to the public premises:**

3.1 Licensee shall be permitted to carry out addition & alteration to the public premises, and can renovate/repair the premises with prior approval of the Executive Engineer, PWD of the concerned area and can partition and can execute interior design works along with utilities like power supply, water supply, toilets, drainage system, fire protection system, telecommunication system, etc. of public premises provided that:

- a) The modification duly adheres to the provision of all Applicable Laws including and in particular the prevalent Master Plan of Delhi and Building Bye Laws and specified guideline/requirements of other competent authorities.
- b) Any kind of alteration in existing structure which is offered in during auction including creation of wall / glass façade for outer periphery shall be strictly inside the public premises.
- c) It shall be the Licensee's sole responsibility to obtain all necessary clearance/approval/sanction from PWD and other competent authorities for modifications, fire protection system, etc. PWD shall only provide assistance wherever possible on the best effort basis without any legal and binding obligations to facilitate the process.
- d) License shall ensure that no structural damage is caused to the existing premises and other permanent structure as a result of its activities.
- e) Licensee shall be responsible for safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof.
- f) The facilities and works if undertaken or installed, shall not in any manner affect, hinder or interfere with the free movement of the other users. No surplus construction machinery and material, including any hazardous material and wastes shall be left at any place in the site.
- g) No material shall be stored or kept outside the site or in common area meant for movement of persons. Any special cleaning or drain clearance necessary as a result of the alteration works shall be carried out by Licensee at its own cost.
- h) The Licensee shall strictly comply with the safety procedure, measurement, specification & guidelines for execution of electrical works, approved list of materials. If it is noticed at any stage that licensee has compromised with the safety procedure, measurements, specifications, guidelines and quality of materials as laid down in the Licence Deed, the penalty per instance as decided by the Licensor shall be imposed upon the Licensee.

- i) The Licensee may deploy security staff at its own cost for the safety of public premises.
- j) Licensee shall bear all risk & cost and consequences of refurbishing and renovation without altering structure of the premises.

### **3.2 Operation & Maintenance of public premises:**

- a) Permissible Usage of public premises Licensed Building cannot be put for any activity, except for establishing the permitted trade and activities connected thereto permissible under the Master Plan of Delhi and Building Bye-Laws, as applicable from time to time.
- b) Licensee shall be responsible to keep and maintain the said public premises and the entire premises together with fittings, fixture and other installations, including other assets belonging to the licensor in a befitting manner. Licensee shall keep and maintain the public premises neat & clean, safe & sound by maintaining it properly at its own cost during the License Period. Licensee shall bear the cost of day-to-day repairs, annual refurbishing and routine special repairs required due to normal wear & tear with the efflux of time. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency without violating the plan/bye-laws.
- c) Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of PWD electrical inspector/ Engineers authorized representative shall be complied with by the licensee at its own cost.
- d) Licensee shall ensure that fire detection and suppression measures installed inside their premises are kept in good working condition at all times. The Fire extinguishers must be regularly checked & refilled and must be visible & easily accessible at all times of emergency. The Licensee's staff must be capable of addressing the safety issues during any emergency including operation of fire extinguisher.
- e) In case of accident caused due to negligence of the Licensee resulting into injury/ death to employees/ other users/ any person or loss to PWD's/others property, Licensee shall compensate the loss(es), without prejudice to other actions under this Licence Deed at the sole discretion of PWD, including termination of Licence Deed.

- f) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by PWD Fire Officer, electrical inspector, Chief Security Officer or their authorized representatives from time to time.
- g) The overall control and supervision of the premises shall remain vested with PWD who shall have right to inspect the whole or part of the premises as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the license deed.
- h) The option to impose fine, penalty, etc. under this License Deed shall be exercised by PWD official not below the rank of Secretary, PWD.
- i) It shall be sole responsibility of the Licensee to maintain law and order in its licensed premises. PWD shall, in no way, will be responsible / accountable of any miss happening in the premises given on license basis to Licensee.



**RIGHTS AND OBLIGATIONS**

**4.1 Licensee's Obligations:**

The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this License Deed:

- a) to obtain all Applicable Permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.;
- b) to operate and maintain the public premises at all times in conformity with this Licence Deed;
- c) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors etc.;
- d) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over whole or any part of public premises or its assets, or on any rights of the Licensee therein or under this Licence Deed, save and except as expressly permitted in this. Licence Deed;
- e) at all times, to afford access to the public premises to the authorised representatives of PWD, other persons duly authorised by any Governmental Agency having jurisdiction over the business of Public premises, to inspect the public premises and to investigate any matter within their authority and upon reasonable notice; and
- f) to comply with the divestment requirements and hand over the public premises to PWD upon Termination of the Licence Deed;

4.2 that the licensee shall not permit the allotted Shop/premises or any part thereof to be used by any other person for any purposes whatsoever and further the licensee shall not introduce any partner nor shall the licensee transfer possession of the premises or part thereof or otherwise carry on the business in the premises with any other person or assign, transfer, change or otherwise alienate his/her/their interest in the premises, without the previous consent in writing of the licensor and in default thereof shall be liable or ejection.

4.3 The Licensee shall be solely and primarily responsible to PWD for observance of all the provisions of this License Deed on behalf of its employees and representatives.

4.4 The Licensee shall comply with all rules and regulations framed thereunder and its amendments from time to time.

4.5 No tenancy/sub-tenancy is being created by PWD in favor of Licensee under or in pursuance of this Licence Deed and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:

a) The Licensee shall not have or claim any interest in the said premises as a tenant/sub-tenant or otherwise.

b) The rights, which Licensee shall have in relation to the said premises, are only those set out in this Licence Deed.

c) The relationship between PWD and Licensee under and/or in pursuance of this License Deed is as between Grantor and Grantee. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with any other party.

4.6 **Telephone/Communication Equipments:**

PWD may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility. The instrument, cables and connection shall be obtained by the Licensee from the telephone company at their own cost.

**INDEMNITY AND INSURANCE**

5.1 The Licensee hereby undertakes that PWD shall not be liable for or in respect of any damages: or compensation payable to any workman or other person in the employment of Licensee or any of their contractors/ sub-contractors. The Licensee shall indemnify and keep indemnified PWD against all such damages and compensation; all claims: proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

5.2 The Licensee hereby indemnifies PWD against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

5.3 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies PWD against any liability arising in connection with the employment of its personnel in the said premises by Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to PWD in accordance with its extant policies.

5.4 The Licensee shall indemnify PWD from any claims that may arise from the statutory authorities against any statutory taxes. Statutory dues. Local levies, etc. in connection with this License.

5.5 The Licensee shall indemnify PWD from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or employees or loss to PWD property.

5.6 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless PWD, its officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and. Applicable Permits.

5.7 The Licensee shall indemnify and keep indemnified PWD for any losses/ penalties on this account levied by any judicial/statutory authorities/courts on the Licensee.

5.8 Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or

death of any person(s) while working in PWD premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the Licence Deed. Upon PWD's request, the Licensee shall submit to PWD. Suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the licensor harmless against any and all liabilities, losses, damages, claims, expenses suffered by the licensor as a result of such default by the Licensor.

**FORCE MAJEURE**

6 . 1 Neither PWD nor Licensee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure. Any of the following events resulting in material adverse effect, shall constitute force majeure events:

- a) Earthquake, Flood, Inundation, Landslide.
- b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- c) Acts of terrorism
- d) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- e) Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc.

6.2 The License fee for the portion affected due to Force Majeure shall be exempted for the affected period if the force majeure condition persists for more than 7 days.

6.3 Occurrence of any Force Majeure shall be notified to the other party within 7 days of such.

**BREACHES/SURRENDER/TERMINATION OF LICENSE DEED**

Surrender of License Deed:

7.1 No partial surrender of public premises or part of the same which has been handed over to the Licensee by PWD shall be permissible during the currency of the License Deed.

7.2 Following shall be considered as Material Breach of the License Deed by Licensee resulting in Licensee's Events of Default:

- a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Deed, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to PWD without any contributory factor of the Licensee.
- b) If the Licensee fails to pay License Fee, utility charges, penalty or Damages herein specified or any other due to be paid by the Licensee to PWD by the stipulated date.
- c) If the Licensee is in persistent non-compliance of the written instructions of a PWD officials.
- d) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to PWD employees/ commuters or loss to PWD property.
- e) If the Licensee is in violation of any of the other Clauses of License Deed and after two written notices (unless otherwise specifically mentioned therein) from PWD fails to cure the Default to the satisfaction of PWD.
- f) If any representation made or warranties given by the Licensee under this Licence Deed is found to be false or misleading.
- g) If the Licensee engaging or knowingly has allowed any of its employees, agents, to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Licence Deed.
- h) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the public premises.
- i) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court

of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of PWD, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Licence Deed.

j) If the Licensee has abandoned the public premises.

k) After six months from the date of possession of the public premises, non-usage of the premises for the purpose of permitted trade for a consecutive period of thirty days without any prior written intimation to the PWD.

### **Termination of License Deed by PWD**

7.3 Provided that in the event of application of clauses 7.2 (a), (b) and (k) above, PWD shall give to the Licensee 15 (fifteen) days time to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the PWD within the cure period, the event shall not be considered as a Licensee Event of Default. In case the licensee fails to remedy the default to the satisfaction of the PWD within the cure period, then PWD shall be within its rights to disconnect the utility' services, including electricity and water supply & terminate the License Deed. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

7.4 If the Licensee fails to pay or partly pay the license fee and other dues required to be paid as per terms and condition of License Deed by the due date, a 15 (fifteen) days Cure Notice shall be issued to pay the outstanding license fee and other dues along with an interest of 15% (fifteen percent) per annum on the amount of license fee payable and other dues remaining outstanding beyond the due date and falling in arrears:

a) If the Licensee failing to deposit the outstanding License Fee and other dues within 15 (fifteen) days' Cure notice, PWD shall issue a Termination notice to make payment of outstanding License Fee and other dues within next thirty (30) days.

b) In the event of Licensee failing to deposit the outstanding License Fee and other dues within fifteen (15) days from the date of issue of termination notice. PWD shall disconnect all utilities, including electricity and water supply, provided to the Licensee.

c) In the event of Licensee failing to deposit the dues within thirty (30) days from the date of issue of termination notice. It shall constitute Material Breach of terms of Licence Deed and Licensee's Event of Default under this Licence Deed and shall entitle PWD to terminate the License Deed as per provisions stipulated in this Chapter.

7.5 On Operational Grounds: PWD reserves the right to terminate the License Deed by giving three months advance notice on operational grounds. The License Deed shall stand terminated after expiry of three months notice and the Security Deposit be refunded after adjusting outstanding dues, if any, payable by the Licensee. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

7.6 Termination for Force Majeure: The License Deed may be terminated for Force Majeure Reasons as specified in Chapter-6.

**Other Terms & Conditions:**

7.7 On termination of License Deed:

- a) All third party agreements, entered by the Licensee, shall stand terminated with immediate effect;
- b) In case of termination of Licence Deed on account of Licensee's Events of Default, the interest free Security Deposit shall be forfeited in favor of PWD. Any outstanding dues payable to PWD shall be adjusted/ recovered from the forfeited interest free Security Deposit. Balance outstanding dues, if remaining after adjustment of outstanding dues from the interest free Security Deposit / Performance Security, shall be recovered from the licensee.
- c) All utilities, including electricity and water supply, shall be disconnected with immediate effect, unless otherwise specified elsewhere, and
- d) A notice of vacation shall be issued to the Licensee to vacate the premises within 30 days.

7.8 On termination of the license deed, the Licensee shall handover the vacant possession of premises to authorized representative of PWD within 30 days from the date of termination of License Deed, after removal of plants, equipments, furniture, fixtures, etc. installed by the Licensee at its own cost, without causing damage to PWD structures. The Licensee shall be allowed to remove their movable assets like furniture, admirals, air-conditioners, DG sets, equipments, etc without causing damage to the structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the public premises. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, PWD reserves the right to deduct/ recover damage charges.

7.9 If the Licensee fails to vacate the premises as above, PWD shall be free to take any/all of the following action(s) as deemed fit to it.



(a) PWD shall levy penal charges/damages at twice the rate of License Fee prevailing on the date of termination of License Deed, after unauthorized occupation beyond the 30 days grace period, to be calculated from the date of termination of the licence deed upto the date of vacation of the premises. Such penal charges shall be paid by the 10th of each Calendar month. Such penal charges will be increased at the rate of ten (10) percent every year on compounding basis. A monthly compounding interest @ 15% per annum on the amounts of such penal charges remaining outstanding beyond the due date, and such interest shall continue to accrue till the license fee amount is finally squared up. Such interest shall be charged for the full month if the payment of license fee is not made by the due date with arrears, if any.

(b) After lapse of this 30 days grace period, PWD shall take over the goods / property treating at NIL value, even if the premises of goods/property is/are under lock & key; and shall be free to dispose-off these goods/property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period. If licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit available with PWD.

(c) Licensee shall render himself/herself/themselves liable for action for eviction under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, recovery of dues as arrears of license fees, disconnection of electricity, water and /or other utility services and any other action(s) as deemed fit by the licensor.

7.10 After vacating the premises, the Licensee shall submit a vacation certificate from the PWD's authorized representative as a proof of Licensee having vacated the site. Licensee's statement regarding vacation, without a vacation certificate from the PWD's authorized representative, shall not be accepted.

7.11 The termination of this Licence Deed shall not relieve either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto. The Licensee shall be liable to pay all dues outstanding to PWD including electricity and other utility charges under this Licence Deed without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after submission of vacation certificate from the PWD's authorized representative subsequent to termination of License Deed.

7.12 Rights of PWD on Termination: PWD shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the public premises.

7.13 On termination of Licence Deed, PWD shall have rights to re-market or to seal/ lock the public premises, or to use it as per its requirements.

7.14 In any case, if any of the powers to terminate the licence shall have become exercisable but the same is for any reason not exercised by the Licensor, non exercise thereof by the Licensor shall not constitute a waiver of any of the conditions and its powers hereof and such powers shall be exercisable in the event of any of the conditions and the power hereof shall be exercisable in the event of any future case of default and the liability of the licensee for past and future defaults shall remain unaffected besides other rights and remedies of the licensor.

**REPRESENTATIONS AND WARRANTIES**

8.1 The Licensee represents and warrants to PWD that –

- a) It is duly organized, validly existing and in good standing under the laws of India;
- b) It has full power and authority to execute, deliver and perform its obligations under this Licence Deed and to carry out the transactions contemplated hereby;
- c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Licence Deed;
- d) It has the financial standing and capacity to undertake the commercial utilization of Public premises;
- e) This Licence Deed constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof; There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Breach of the License Deed;
- f) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Breach of the License Deed;
- g) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Breach of the License Deed;
- h) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to PWD or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- i) The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that PWD shall not be liable for the same in any manner whatsoever to the Licensee.

j) The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of PWD. The Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations

8.2 Obligation to notify change: In the event that any of the representations or warranties made given by the Licensee ceases to be true or stands changed, it shall promptly notify PWD of the same. 8.3 PWD covenants:

a) PWD covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's possession of the Licensed Premises, Licensee's use of the premises, or the rights granted to the Licensee hereunder.

b) PWD covenants and represents that it has full and complete authority to enter into a license deed under all terms, conditions and provisions set forth in the Licence Deed, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in the Licence Deed, the Licensee shall peacefully and quietly enjoy the premises i without hindrance or disturbance by PWD or by any other person(s) claiming by, through or under or in trust for PWD.

c) On paying the License fee, Licensee hereby reserved and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the Public premises throughout the said term without any interruptions by the PWD or by any person claiming by, through, under or in trust for PWD.

d) PWD shall provide necessary documents pertaining to the property, if required by Licensee for seeking any permission pertaining to various activities from any Government Agency.

**MISCELLANEOUS**

9.1 Licensee shall comply with all Applicable Laws. PWD shall not be held liable for any change/modification in these laws which adversely affect this deed. Licensee shall have no right/claim in this regard, whatsoever the reason may be.

9.2 The licensee may name the property after obtaining prior written approval of the licensor.

9.3 Signage:

(a) The Licensee shall have the right to display signage(s) of suitable size for displaying. The signage should need to conform to all Applicable Laws. The Licensee shall need to obtain a written approval from PWD before putting up any form of signage and PWD reserves the right to refuse or to suggest an alternation to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by PWD. However, separate space for generic signage may be provided at ground level subject to feasibility. The licensee shall have to display at least one board in Hindi language in front of the public premises after obtaining prior written approval from PWD.

(b) No advertisement in any format shall be permitted in the public premises.

9.4 That the licensee/licensees shall be required to install CCTV/Web cam at strategic location(s) within his/her/their licensed unit, with recording facility of at least 15 days. It will be the responsibility of the licensee/licensees to ensure proper operation and maintenance of the equipment so installed, which will be open for inspection by PWD authorities and shall be to the satisfaction of such authority as may be intimated.

9.5 **Notices:** PWD and Licensee voluntarily and unequivocally agrees)

(a) That any notice to be served upon PWD shall be sufficiently served and given if delivered to-

The Principal Secretary,  
PUBLIC WORKS DEPARTMENT  
5<sup>TH</sup> LEVEL "B" WING  
DELHI SECRETARIAT I.P. ESTATE  
NEW DELHI-110002.

b) That any communication or notice which may be required to be served upon the Licensee under the terms of this License shall be in writing and shall be served and given if delivered by

registered post/ Speed Post or under certificate of posting or by ordinary post or by hand delivery at the last known address of the licensee and/or public premises or by pasting the same at the conspicuous part of the public premises. The communication or notice shall be deemed to be duly served on the licensee even if such notice or communication is received back unnerved /undelivered by the India Posts on any ground whatsoever.

c) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

9.5 That the licensee(s) has deposited a sum of Rs. \_\_\_\_\_/- vide D.D/BG/FDR No. \_\_\_\_\_ dated \_\_\_\_\_ equivalent to One (01) months licence fee as security for the due and faithful execution of this agreement which shall be non-interest bearing.

9.6 Maximum six number of installments shall be permitted by the Pr. Secretary (one upfront payment followed by five continuous monthly installments) for making payments of due amount, including fees, arrears, charges penalties etc.

9.7 Licence fee once increased/enhanced shall not be decreased on account of reversion to the trade etc. of pre-increased/enhanced licence fee.

**Annexure-II**

**Handing Over Note**

Date: \_\_\_ / \_\_\_ / 2017

Public premises \_\_\_\_\_ situated New Delhi \_\_\_\_\_ measuring \_\_\_\_\_ Sq.ft., is handed over to the Licensee, \_\_\_\_\_ through Sh/Smt./Ms \_\_\_\_\_ of M/s. \_\_\_\_\_ office at \_\_\_\_\_ on \_\_\_\_\_ (date) \_\_\_\_\_ at \_\_\_\_\_ (time), in the presence of \_\_\_\_\_ representatives. Licensee hereby acknowledge the receipt and assumes all responsibility of the above described premises, as provided in the License Deed, from the date and time stated above.

**SIGNATURE OF LICENSEE**

**WITNESSES**

Signature \_\_\_\_\_  
Name. \_\_\_\_\_  
Son of \_\_\_\_\_  
By Profession \_\_\_\_\_  
Resident \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Son of \_\_\_\_\_  
By Profession \_\_\_\_\_

Executive Engineer, PWD (East)

Resident of \_\_\_\_\_

Three sets of license deed submitted by the allottee have been compared with the approved Performa of license deed and found in order. Further the facts and figure mentioned in the license deed are as per the approval of the Competent Authority.

**Annexure-III**

**Taking Over Note**

**Date:** \_\_\_\_\_ **2017**

Vacant possession of the public premises situated \_\_\_\_\_ New Delhi particularly described in the first schedule annexed \_\_\_\_\_ measuring \_\_\_\_\_ sq.ft., is taken by the PWD's Authorized representative on \_\_\_\_\_ (Date) \_\_\_\_\_ (Time) from the Licensee Through Sh/Smt./Ms. \_\_\_\_\_ in the presence of \_\_\_\_\_

\_\_\_\_\_  
**Licensee**

\_\_\_\_\_  
**Licensor**