

### **TERMS & CONDITIONS**

1. The minimum amount of the bid will be declared at time of auction. The period of licence will be one year i.e upto 15-05-2010.
2. Successful bidder for the respective Plot will have the status of a licensee and he will be liable to surrender possession whenever called upon to do so by the authorities of the Institute and shall not have the status of a tenant under any law. The successful bidder will sign a licence deed on a judicial paper worth Rs. 100/- embodying the terms and conditions as decided by the Director of the Institute. All registration charges in connection with the agreement shall have to be borne by the licensee the licence deed will be signed before taking over the possession. Any delay in taking over the possession on this account will be the responsibility of the licensee.
3. The Director reserves the rights to accept or reject any bid without assigning any reason and the bidder shall have no right or be entitled to raise any question about the right of the Director to grant the licence and the same shall be deemed to be accepted by the bidder/licensee.
4. The licensee shall pay to the Institute the balance of the licence fee for the said land for the entire period of the lease aforesaid. Successful bidder shall deposit  $\frac{1}{2}$  (**half**) of the bid money at the fall of hammer alongwith a security of Rs. 25,000/-. The remaining half of the bid money will be deposited by the licensee within 15 days of the auction.
5. In the event of any delay on the part of licensee in making payment of the installments on or before the stipulated period (Clause-4), the licensee shall also pay interest on the outstanding dues for the period by which the payment delayed @ 15 % per annum, but under no circumstances the delay of payment will be allowed beyond 4 months from the due date, whereafter lease may be cancelled.

6. Notwithstanding, anything stated in the licence deed, in the event of the licensee relinquishing the lease, before the expiry of the period, the licensee shall deposit immediately with the Institute, the balance amount if any. The Institute shall be free, immediately to give the land to other person on licence or use it for its own purposes and the licensee shall have no claim or right to claim any compensation or damages from the Institute.
7. In the event of any default on the part of Licensee in making payment of the installments on or before the stipulated period (Clause-4) or any default or breach on the part of the Licensee of any condition of the licence deed, the Institute shall have the right to cancel the licence forthwith and to evict the licensee forthwith from the said land, not to allow him to harvest any crop standing on the said land and to give it to any other person on lease licence or use it for its own purposes and the Licensee shall have no claim or right to claim for any compensation or damages from the Institute.
8. In case of failure on the part of Licensee to vacate the said land completely and hand over its possession back to the Institute on expiry/cancellation of the licence or within the period specified by the Institute, under any clause of the licence deed:
  - i) The security deposit against Licenced land shall stand forfeited, and
  - ii) The Licensee shall be liable for payment of penalty at the rate of Rs. 8000/- per week in the event of his/their failure to hand over the possession of this land to the Institute on expiry of the licence period or within the period specified by the Institute under any clause of the licence deed. This panel amounts shall be raised to Rs. 16000/- per week after four weeks, or till the expiry of date of final notice of vacation for 20 acres plot.
  - iii) Licensee shall be liable for damages as decided by the Director.
  - iv) After serving him a final notice regarding handing over the possession, in addition to above penalty mentioned in para (i),

(ii), (iii) above, the Licensee shall be deemed to have been evicted from the said land and all kinds of products, crops, tools, implements, machinery or anything else lying/standing on, in or around the said land shall automatically become the property of the Institute and the Licensee shall have no claim over them.

9. The Licensee shall also pay all rates, taxes and charges of every description now payable or hereafter to become payable in respect of the land for the period of this lease.
10. The Institute will have the right to realize from the licensee the amount payable by him against this licence including interest for the entire period of the licence even after expiry/cancellation of the licence or eviction from the said land on account of any default on the part of licensee.
11. The licensee shall have to make his own arrangement for irrigation of the land and the Institute shall not take any responsibility for the same.
12. If any water is taken by the Licensee from the Govt. Irrigation Deptt./Public Health Deptt. or any other Source(c), the charges fixed by the Deptt. of other source(s) shall be paid directly by the licensee. Any other charges for irrigation of the said land shall have to be borne by the licensee and the Institute shall not be responsible for the same.
13. The use of any well in the said land shall be allowed by the Institute to the licensee without any charges and in this case the said well(s) shall have to be set right by the Licensee at his own cost and expenses.
14. The connection for any electricity in the said land shall have to be arranged by the licensee directly from the U.H.B.V.N.Ltd. and that for the energy consumed at the tubewell or else where in the said land during the licence period, the licensee shall be solely responsible for the payment of dues found at any time direct to the U.H.B.V.N.Ltd.

15. The use of sewage water of the Institute through the Oxidation Pond as and when available will be allowed to the licensee by the Director and charges for the said are included in the licence money. It shall be the responsibility of the licensee to make his own arrangements to carry the sewage water, at his own expenses from the outlet point to other parts of the land. The licensee under no circumstances will be allowed to obstruct the outflow of water from tank. It will have to make suitable arrangements for storage of water, required. However, he will be free to pump out the water from the Katcha Pond on the north side of the Oxidation Pond and carry it on his land. In case, the blockage is found at the outlet point of Oxidation Pond, he may be fined and the licence may be cancelled.
16. The said land shall be utilized for the purpose of Cultivation only and for no other purpose whatsoever.
17. The licensee shall protect the crops from animal or thieves at his own cost and he shall be solely responsible for any damage etc. natural or otherwise.
18. The licensee shall not construct any kind of structure, Building etc. on the said land except temporary huts needed in connection with the cultivation of the said land.
19. The licensee shall not keep or breed cattle or any animal on the said land except those needed for the cultivation of said land.
20. The licensee shall make no damage to the trees in any form standing on and around the said land which shall remain the property of the Institute and are not Licenced to the licensee. However, in case of natural damages/death of trees the licensee shall immediately bring the matter to the notice of the Director and handover the damaged/fallen trees to the Estate Officer of the Institute. The Licensee is however, allowed the use of fruits of such trees in his plot.

21. The Licensee shall not sublet, transfer or assign the lease hold interest to any body, without a prior consent in writing from the Institute.
22. The Licensee shall not object to releasing the space for any passage or approach road as required by the Institute. The Licensee shall not construct any Kucha/Pucca passage of approach road etc. existing within the said land.
23. In the event of the site of the said land being required in the Institute in part or in full for any purpose, the Licence shall be liable to be cancelled by the Institute on three month's notice or after the harvesting of the standing crop, if any, whichever is earlier and the licensee shall have to vacate the required land completely within the notice period and the Licensee shall have no right to claim any compensation from the Institute for any products or crop standing on the said land. It is also mentioned that the licensee will not sow any new crop during the notice period. In case of cancellation of the Licence under this clause and not on account of any default of the licensee, rent for the period of the licence not availed of by the licensee shall not be payable by the licensee.
24. In the event of death of the Licensee during the period of licence aforesaid, the Institute on receipt of an application from the legal heir(s) of the licensee within one month of the death of the licensee, may consider transferring the licence aforesaid in the name of the said legal heir(s) of the licensee for the remaining period of the licence aforesaid, not availed of, on terms and conditions to be fixed by the College at that time. If no such application is received by the Institute within the period specified above or in the event of the Institute not being agreeable to the said transfer, the licence aforesaid shall stand forthwith cancelled.
25. That the licensee shall protect the trees etc. from the animals or the thieves at his own cost and he shall be solely responsible. Further, the licensee shall not cause any damaged to any

tree/plant nor shall he taken out for re-plantation any tree/plant from the garden. In case of natural damage to the trees the licensee shall hand over the damaged/fallen trees to the Estate Officer. Before taking over the plot the licensee will count the trees etc.

26. Any notice to the licensee by way of request, demand or otherwise, whatever may be given by the Institute by leaving the same or sending the same by post at the address of the licensee given in the licence deed, shall be sufficient notice delivered to the licensee.
27. The case of breach of any condition of the licence deed or any other dispute arising between the Institute and the licensee covered or not covered under the terms and conditions of the licence deed, shall be referred for decision to the Director, **WHOSE DECISION SHALL BE FINAL CONCLUSIVE AND BINDING UPON THE LICENSEE AND THE SAME SHALL NOT BE CHALLENGEABLE IN THE COURT OF LAW.**

The terms & conditions referred to above have been announced and explained at the time of auction. I fully understand and accept the same.