

INSTRUMENT OF LICENSE

This instrument of License is made on

BETWEEN

Indian Institute of Technology Kanpur, through Officer-in-charge (Estate), IIT Kanpur, duly authorized on behalf of the Institute (hereinafter referred to as 'the Institute');

AND

....., adult, s/o, IIT Kanpur
(hereinafter referred to as 'the licensee').

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The licensee has requested the Institute for allotment of premises situated in the Institute's Campus, Kanpur, to occupy the same for his residence. The said request has been acceded to by the Institute. Thus, this Instrument of License is executed between the parties:

1. **LICENSOR** : Indian Institute of Technology, Kanpur,
through its Estate Officer

2. **LICENSEE** :

3. **PROPERTY** :

4. **LICENCE FEE** : which does not include:

- (a) Electricity charges (which will be charged on the basis of actual consumption) plus other duties and surcharges
- (b) Water charges or any other services or amenities in connection with the use and occupation of the premises mentioned above
- (c) Any tax or fee or charge payable in respect of premises of the Institute.

5. ESTATE OFFICER (Eviction):

Means the officer designated by the Institute within the meaning of Section 3 of the Public premises (Eviction of Unauthorized Occupants) Act, 1971.

6. TERM OF LICENSE:

At the sweet will of the licensor, and subject to the terms and conditions of the present Memorandum of Allotment including the rules, tenure of license, as

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per provisions of IITK Kanpur (Allotment of Premises Rules) which are applicable to this allotment.

7. TERMINATION OF THE TERM OF LICENCE:

At the sweet will of the Institute, the tenure of license can be terminated at any time by prior notice of 30 days duration.

8. SURRENDER OF LICENCE:

On expiry of license or on termination of tenure of license, the licensee is required to surrender the premises within 7 days from such termination, in so far as possible, in the same condition in which it was when possession was taken by the allottee/ licensee.

9. EFFECT OF FAILURE:

- (a) The Institute shall be entitled to recover damages for such period the property remained under the possession of the licensee after expiry of the tenure of license or termination of the license by the Institute @ Rs. 3.16 per sq meter of area per day or Rs. 95/- per square meter of area per month along with interest on the amount of damage @ 24 % per annum.
- (b) The amount so assessed is in conformity with the current market rate and shall not be questioned by the licensee on any ground whatsoever. In addition, the licensee unequivocally agrees to pay penal damages at double the market rate with effect of eviction and @ 3 times the rate thereafter.
- (c) In case of non-delivery of possession and failure to pay damages, proceedings shall be initiated against the unauthorized occupant for

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eviction and recovery of damages under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 before the Estate Officer (Eviction). The damages duly determined by the Estate Officer (Eviction) appointed under the above act shall be recoverable from the dues of the licensee, as per the rules of the Institute. It is clearly understood that the right enjoyed by the employee to the effect that the dues can be recovered from the gratuity only, stands waived and such recovery can be effected from the D.A. payable along with pension.

10. RE-ENTRY INTO THE PREMISES:

The Institute shall be entitled at its discretion to re-enter the premises after termination of license without resorting to the proceedings under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and such action of the Institute shall not be called in question before any Court of Law or Forum.

11. SERVANT'S QUARTERS:

The servant's quarters forming part and parcel of the licensed accommodation, shall be given for occupation to the domestic servant that may be hired by the licensee from time to time. Details of the servant shall be communicated to the Officer-in-charge (Estate) of the Institute for the purpose of record. Any change in the occupation of such quarters shall be intimated forthwith to the Officer-in-charge (Estate) of the Institute. It would be the duty of the licensee to ensure compliance of the provisions of allotment. In so far as the said servant's quarters is concerned, the licensee shall ensure that the servant

Contd...5/-

vacate the quarters as and when required by the Institute or when vacated by the licensee.

12. OTHER TERMS & CONDITIONS:

The Institute has its own allotment of Premises Rules duly amended from time to time which have been framed under Section 13 of the Institute of Technology Act, 1961 read with Statute 18 framed there under. The terms and conditions contained in the said Rules shall also form part and parcel of this Instrument of License. It is made clear that in case of any inconsistency between the present Instrument of License and the Allotment of Premises Rules, the conditions of the present Instrument of License shall prevail.

13. DISPUTES:

In case any dispute arises in regard to interpretation of any clause of the present Instrument of License or the terms and conditions contemplated in the allotment of Premises Rule, the Director or his nominee shall be competent to decide the dispute between the parties and such decision shall be binding upon both the parties. The decision of the Director or his nominee cannot be called into question in any Court of law.

Contd...6/-

In witness of the above, both the parties have put their signatures on this Instrument of License in the presence of the witnesses:

1. **LINCENSOR:** OFFICER-IN-CHARGE (ESTATE)
INDIAN INSTITUTE OF TECHNOLOGY,
KANPUR 208016

2. **LICENSEE:**
Professor
Department of Chemical Engineering
IIT Kanpur 208016

WITNESS-1:
Professor
Department of Chemical Engineering
IIT Kanpur 208016

WITNESS-2:
Professor
Department of Chemical Engineering
IIT Kanpur 208016

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