

ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

No.C5/437(240)/2013-OPD(C)

O/o VC & MD,  
Operations Dept (Commercial),  
Mushirabad, Hyderabad-624.

**CIRCULAR NO.03/2014-OPD(C), Dt.30.01.2014**

Sub:- LICENSING :- Allotment of additional spaces and permission to sell water bottles on payment of additional licence fee etc. - Entering into supplementary agreements duly paying requisite stamp duty. - Issue of instructions - Reg.

-oOo-

It is a known fact that the Corporation has been allotting the pucca stalls / open spaces (with specific dimensions) through tenders in the Bus stations of the Corporation.

Further to this as per the request of the licensee, the Corporation is allotting additional spaces and also permission is being given to the existing licensees to sell water bottles on payment of additional licence fee.

In all such cases, as of now no supplementary agreement is being entered into with the licensees and only a letter of communication is being issued on obtaining approval of the competent authority.

In this regard, many field managers are expressing the view that, in the absence of supplementary agreements on allotment of additional spaces and while permitting sale of water bottles on payment of additional licence fee and in all such cases of additional permissions, there is no binding on the licensee legally even if he/she skips paying the additional licence fee.

In order to avoid such lapses, the following instructions are issued for strict implementation:


1. Supplementary agreements shall be entered into, with the licensees whenever additional spaces are allotted or while permitting sale of water bottles on payment of additional licence fee, i.e., in all such cases of additional permissions linked with payment of additional licence fee.
2. The licensee while entering into supplementary agreements shall pay the stamp duty proportionate to the balance licence period and the amount of additional licence fee fixed as is being done in case of primary agreements.

contd. 2

The field managers are requested to ensure that the above instructions are implemented without any deviations.

A copy of the model supplementary agreement is enclosed for ready reference.

Encl: As above.

  
EXECUTIVE DIRECTOR (O, MIS & AM) 30/11

To

All Regional Managers,  
A.P.S.R.T.C.

Copy to: FA & CAO and all EDs.

Copy to: All Heads of the Departments.

Copy to: SLO/Bus Bhavan for information.

Copy to: All DVMs /Dy.CTMs & Dy.CAOs/AOs of the Regions.

Copy to: All DMs, ATMs of bus stations.

DRAFT

SUPPLEMENTARY AGREEMENT

This supplementary agreement is entered into on this ----<sup>th</sup> day of ---<sup>th</sup> month of 20--

BETWEEN

Andhra Pradesh State Road Transport Corporation, established under Section 3 and 5 of Road Transport Corporation Act 1950, having its office at -----, represented by its Dy. Chief Traffic Manager/ Divisional Manager, on one part, hereinafter called "**Corporation**" of one part.

And

Sri / Smt / M/s -----, S/o/D/o -----  
----- aged about 28 years, hereinafter called the "**Licensee**" of the other part.

Whereas the licensee was appointed through tenders for running ----- business in stall / open space No. ----- in ----- Bus station for a period of ---- years from ----- to ----- on payment of licence fee of Rs.----- per month.

And whereas the licensee has entered into the agreement with the Corporation earlier on Dt.----- on allotment of stall /open space No.----- -- at ----- Bus station for running ----- business and paid Rs.----- towards security deposit.

And whereas, the licensee has requested permission to sell purified water bottles on payment of additional licence fee / for allotment of additional space of ----- sft. on payment of licence fee of Rs.----- per month in addition to the existing licence fee of Rs.----- per month.

And whereas, after examining the representation in detail, the Corporation has agreed to permit the licensee to sell purified water bottles on payment of additional licence fee / for allotment of additional space of ----- sft. on payment of additional licence fee of Rs.----- per month.

And whereas, an amount of Rs.----- vide M R No.-----, Dt.----- is collected towards security deposit / difference of security deposit.

And whereas both the parties have agreed that all other conditions (not mentioned in this supplementary agreement) of the main agreement entered into earlier shall be treated as valid in addition to this supplementary agreement.

And whereas the licensee has agreed to ensure compliance of directions issued by the Corporation from time to time with regard to selling of purified water bottles / allotment of additional space on payment of additional licence fee.

NOW THEREFORE in consideration of the clauses contained in main agreement and the conditions mentioned herein, the Corporation and the licensee do hereby agree as follows:

#### I. ALLOTMENT OF ADDITIONAL SPACE

- a. Additional space of ----- sft. has been allotted to Sri / Smt.-----, existing licensee of ----- (stall/space No.) at ----- Bus station for running ----- business on payment of additional licence fee of Rs.----- per month in addition to the present licence fee being realized, i.e. Rs.----- per month (total being Rs.----- per month).
- b. The additional licence fee shall be paid by the licensee w.e.f. -----
- c. The licensee shall pay the additional licence fee amount along with the monthly licence fee on or before 10<sup>th</sup> of every month and any delay in payment attracts penal interest @36 % per annum.
- d. The licence period of the additional space will be co-terminus with the initial agreement period.
- e. The additional licence fee will be enhanced at regular intervals on par with the licence fee payable for the originally allotted space as mentioned in the agreement.

(OR)

#### II. SALE OF WATER BOTTLES ON PAYMENT OF ADDITIONAL LICENCE FEE:

##### **In case of Major & 'A' Class Bus stations:**

- 1) The licensee of Stall / Open space No.----- is permitted to sell water bottles on payment of additional license fee of Rs.----- per month w.e.f.-----
- 2) The licensee shall pay the additional licence fee amount along with the monthly licence fee on or before 10<sup>th</sup> of every month and any delay in payment attracts penal interest @36 % per annum.
- 3) The licensee shall sell only packed water bottles of reputed companies like Bislery, Kinley, Aquafina and other companies also meeting the BIS specification. No loose water / water in sachets will be permitted to be sold by these licensees.
- 4) If the licensee intends to stop selling the water bottles on payment of additional licence fee, then he / she shall inform the same to the concerned by giving 10 days advance notice.

**In case of 'B' Class Bus stations (where there is no water kiosk):**

- 5) The licensee is permitted to sell water sachets of (only 200 ml. capacity at Rs.2/- each) in addition to the water bottles on payment of additional licence fee.

**In case of 'C' Class Bus stations:**

- 6) The licensee shall be permitted to sell water bottles and water sachets (of only 200 ml @ Rs.2/- each) on payment of additional licence fee of Rs.2000/- per month.

INTEGRAL PART (common to all):

This supplementary agreement becomes integral part of the main agreement and all the terms and conditions in the main agreement will remain valid in addition to the terms and conditions of this supplementary agreement.

IN WITNESS WHEREOF the parties hereunto have set their hands on this licence and signed this supplementary agreement in presence of the following witnesses.

Licensee

For and on behalf of Corporation

Sri -----,

S/o -----,

Dy.Chief Traffic Manager  
APSRTC,----- Region,

Witnesses:

1.

2.