

DRAFT LICENSE AGREEMENT

For Licensing of Mart cum Office Space

At

**Deendayal Hastkala Sankul (Trade Centre & Museum),
Varanasi, Uttar Pradesh**



**MINISTRY OF TEXTILES
UDYOG BHAWAN
NEW DELHI – 110 011**

Note: This is a copy of draft license agreement, and Authority/Licensor may appropriately add /modify terms in this draft license agreement.

Table of Contents

ARTICLE: 1	4
Draft License Agreement	4
ARTICLE: 2	6
Definitions	6
ARTICLE: 3	10
Grant of License	10
ARTICLE: 4	14
Maintenance and Operation of Mart cum Office Space	14
ARTICLE: 5	17
Rights and Obligations	17
ARTICLE: 6	19
Indemnity and Insurance	19
ARTICLE: 7	21
Force Majeure	21
ARTICLE: 8	22
Breaches/Surrender/Termination of License Agreement	22
ARTICLE: 9	25
Dispute Resolution	25
ARTICLE: 10	26
Representations and Warranties	26
ARTICLE: 11	28
Miscellaneous	28
APPENDIX-I	31
Details of Shops	31
APPENDIX-II	33
Prohibited Activities	33
APPENDIX-III	34
Format for intimation for deposition of payments	34
APPENDIX-IV	35
Handing Over Note	35
ANNEXURE-V	36
Taking Over Note	36
ANNEXURE-VI	37
Declaration cum Undertaking	37

Licensing of Mart cum Office Space

At

Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh

(Draft License Agreement)

Mart cum Office Space Identification No:

Name and address of the Licensee:

.....
.....
.....
.....

ARTICLE: 1

Draft License Agreement

Agreement No. _____ of Year 20__

This Agreement entered into at Varanasi, Uttar Pradesh on this ____ day of _____ 20__ by and between the President of India acting through _____ having its office at _____, hereinafter referred to as the “**Licensor**” (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **First Party**.

AND

_____, having its registered office at _____ and represented by (PROPREITOR/ COMPANY/ CONSORTIUM) _____, hereinafter called “**Licensee**” (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second party**.

WHEREAS

- (a) National Handloom Development Corporation Ltd. (NHDC) an implementing agency for Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, appointed by Ministry of Textiles, Government of India, had invited open bid on behalf of Ministry of Textiles, Government of India on day of _____ 20__ for **Licensing of 51 Marts cum Office Spaces at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh** from the interested parties. Based on Bid Application Form (BAF) received from Bidders, successful bidder _____ (Name of Licensee/successful bidder) has been selected for assigning **Licensing rights of Mart cum Office Space bearing Identification No. _____ under specified category of _____ with licensed area of _____ Sqft at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh**, on “as is where is basis” to the “**Licensee**”.
- (b) **Licensor** has agreed to provide to the Licensee, for commercial utilization under specified category, the Licensing rights of Built-up Mart cum Office Space (pre identified by **Licensor**) on “as is where is basis”, herein after referred to as Mart cum Office Space, on payment of Advanced License Fee along with applicable taxes and interest free Security Deposit (SD) and other charges to Licensor on the terms and conditions hereunder contained in this License Agreement.
- (c) Licensee shall commission, manage, operate, maintain and vacate the licensed Mart cum Office Space allotted to them at **Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh** as specified in this Agreement at its own cost.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- A. The following documents shall be deemed to form part of and be read and construed as part of this agreement in order of their priority, namely:
- i. Letter of Intent no _____ dated _____.
 - ii. The written clarifications and addenda issued.
 - iii. Request for Proposal (RFP),
 - iv. Any other document of _____ and Licensee forming part of the Bidding Process.

The Licensee hereby covenants as follows: -

- i. Licensee hereby assumes responsibility for Mart cum Office Space bearing Identification No. _____, under specified category of _____ of the Licensor at

Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh. Licensee shall be responsible to manage, operate, maintain and the vacate Licensed Mart cum Office Space as specified in this Agreement at its own cost. All the Mart cum Office Space sites and formats proposed by the Licensee are subject to approval by the Licensor with regard to operational feasibility, aesthetics, and safety and security concerns.

- ii. Licensee irrevocably agrees to make all payments including license fee, common area maintenance charges and other amounts due to the Licensor as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from The Licensor in this regard.
- iii. The Licensee confirms having examined the potential locations inside Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh in detail and fully understands and comprehends the technical requirements of the Mart cum Office Space. The Licensee also confirms full satisfaction as to the business viability of Licensing the Mart cum Office Space inside Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential 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 the Licensee under this License Agreement.

B. That The Licensor and Licensee represent and warrant that they are empowered, authorized and able to make this agreement.

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

...../...../20....

...../...../20....

(.....)

(.....)

Authorized Signatory

Authorized Signatory

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

LICENSOR

LICENSEE

In Witness whereof the LICENSEE and the LICENSOR have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

LICENSOR

LICENSEE

ARTICLE: 2

Definitions

- (a) **“Agreement”** means the License Agreement to be executed between the Licensor and the Selected Bidder in the format approved by The Licensor and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- (b) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- (c) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, sanctions, registrations and franchises from concerned authorities.
- (d) **“Applicable Permits”** means all clearances, permits, authorizations, consents, sanctions and approvals required to be obtained or maintained under Applicable Law, in connection with the “Mart cum Office Space” during the subsistence of this Agreement.
- (e) **“As is where is basis”** means Licensee shall be Licensed the said space, equipment’s, installations, fittings, furniture’s and fixtures on ‘as is where is basis’ and the Licensee shall not make any additions or alterations in the Licensed space, installations including electric installations and wiring without the prior permission of the Licensor in writing and when permitted by the Licensor the said additions and alterations shall be carried out by the Licensee at their own cost. Licensee shall not be entitled to any compensation for any additions carried out by them in the licensed Mart cum Office Space. Licensee shall be free to remove any materials he may have kept in the licensed space, however, any fit-outs and semi-permanent structures installed by licensee in the Licensed space will vest with the licensor.
- (f) **“Bid”** means the documents in their entirety comprised in the RFP, including all clarifications, addenda and revisions issued by the Licensor to the Bidders, the Proposal submitted by the successful Bidder (Licensee) in response to the Request for Proposal in accordance with the provisions thereof.
- (g) **“Bidder”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India.
- (h) **“Earnest Money Deposit”** means the refundable amount submitted by the interested applicant along with the Bid to the Licensor.
- (i) **“Change in Law” means the occurrence or coming into force of any of the following after the date of signing this Agreement:**
- The enactment of any new Indian law
 - The repeal, modification or re-enactment of any existing Indian law
 - Any change in the rate of any Tax
- Provided that Change in Law shall not include:
- Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)
 - Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.
- (j) **“Commencement Date”** means the date of commencement of License Period.
- (k) **“Damages”** shall mean any claim of The Licensor against the Licensee for breach of this Agreement, including but not limited to, losses, damages to installations and furnitures, dues, arrears etc. against which the Licensee shall be entitled to claim and adjust the Security Deposit.
- (l) **“Encumbrances”** means, in relation to the licensed space, any encumbrances such as mortgage, charge,

pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities, where applicable herein.

- (m) **“The Licensor”** means President of India, through Development Commissioner (Handicrafts), Ministry of Textiles, Government of India.
- (n) **“Authorized Signatory for Licensor”** means officer Authorized by Development Commissioner (Handicrafts), Ministry of Textiles shall be appointed as Estate Officer of Deendayal Hastkala Sankul, Varanasi.
- (o) **“Licensee”** means the selected bidder, who has executed the License agreement with the Licensor pursuant to bidding process for carrying out commercial activities under specified category in the Licensed space at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh.
- (p) **“Security Deposit”** means interest free Security Deposit to be furnished by Licensee to the Licensor as per terms and conditions of License agreement, to be released after successful completion of license period.
- (q) **“License”** means the licensing rights granted by the Licensor to the selected bidder for commercial activity (excluding prohibited activities) under specified category, inside the Licensed space at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh, based on the terms and conditions of the License Agreement.
- (r) **“License Fee”** means the amount payable by the Licensee to the Licensor as per terms and conditions of the license agreement along with any kind of Central or State Taxes, local levies, statutory dues, etc that may be payable by the Licensee as per prevalent law.
- (s) **“INR”**, **“Rs.”** or **“Rupees”** refers to the lawful currency of the Republic of India;
- (t) **“License Period”** means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the terms of this Agreement.
- (u) **“Selected Bidder”** means the bidder who has been selected by the Licensor, pursuant to the bidding process for award of License.
- (v) **“Mart cum Office Space”** or **“Licensed Space”** means built-up Mart cum Office Space namely the specified area in Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh as indicated in Appendix-I of this Agreement, for commercial activities (excluding prohibited activities) under specified category given on License basis by The Licensor to the Licensee under and in accordance with this Agreement.
- (w) **“Tax”** means and includes all taxes, fees, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.
- (x) **“License Termination”** means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this Agreement.
- (y) **“License Termination Date”** means the end of the License period from the commencement date or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier.
- (z) **“Specified Category”** means specified merchandise category allocated for the Licensed Mart cum Office Space.

2.1 Interpretations

2.1.1 In this Agreement, unless the context otherwise requires,

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the

territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;

- c) references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns subject to the provisions of this Agreement;
- d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e) the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- g) any reference to day shall mean a reference to a calendar day;
- h) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- i) references to any date, period or Milestone shall mean and include such date, period or Milestone as may be extended pursuant to this Agreement;
- j) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- k) the words importing singular shall include plural and vice versa;
- l) references to any gender shall include the other and the neutral gender;
- m) “lakh or lac” means a hundred thousand (100,000) and “crore” means ten million (10,000,000);
- n) references to the “winding-up”, “merger”, amalgamation”, “takeover”, “dissolution”, “insolvency”, or “reorganization” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection, change in management or relief of debtors;
- o) any reference, at any time, to any Agreement, deed, instrument, license or document of any description shall be construed as reference to that Agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Licensor hereunder or pursuant hereto in any manner whatsoever;
- p) any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;
- q) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- r) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears; and
- s) the damages payable by either Party to the other Party, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be

suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “Damages”).

- t) any reference to Build shall mean Construct and vice-versa unless the context otherwise requires any reference to Operate/Operations shall mean Operate and Operations & Maintenance unless the context otherwise requires

2.1.2 Unless expressly provided otherwise in this Agreement, any documentation required to be provided or furnished by the Licensee to the Licensor and/or the agency or person appointed by the Licensor shall be provided free of cost and in two copies, and if the Licensor and/or the person appointed by the Licensor is required to return any such documentation with their comments and/or approval, they shall be entitled to retain one copy thereof.

2.1.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

2.1.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning.

2.2 Measurements and Arithmetic Conventions

2.2.1 All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

2.3 Priority of Agreements and Errors/Discrepancies

2.3.1 This Agreement, and all other Agreements and documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- a) this Agreement;
 - b) Letter of Intent
 - c) Written clarifications and addenda issued.
 - d) RFP Document
 - e) all other agreements and documents forming part hereof;
- i.e. the agreement at (a) above shall prevail over the agreements and documents at (b), (c), (d) and (e) above.

2.3.2 In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- b) between the Clauses of this agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail; between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- c) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and between any value written in numerals and that in words, the latter shall prevail.

ARTICLE: 3

Grant of License

- 3.1 A built-up Mart cum Office Space bearing Identification No. _____ under specified category _____ on _____ floor at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh, is being offered for licensing, as detailed in **Appendix-I**.

The built-up Mart cum Office Space shall be handed over for commercial activities under specified category (except for banned activities/negative list as per **Appendix-II** and complying as per clause 11.4) on date of signing of Hand Over Note as per **Appendix-IV**, or within 7 days from the date of receipt of full payment as stipulated in Letter of Intent (LoI), whichever is later. The area of licensed space shall be as per the area mentioned in Annexure 1 of RFP and concurred in LOI.

LICENSE COMMENCEMENT AND TENURE

- 3.2 The License period shall be initially for **three (03) years** term from commencement date and thereafter, on approval of Licensor, extendable further for another **term of three (3) years**, unless otherwise terminated by Licensor or surrendered by the Licensee at an earlier date.
- 3.3 After completion of total six (06) years of License including aforementioned extension or upon termination, the Licensee shall not reserve any rights to the allotted licensed space. The Licensor shall have right to call for fresh proposal for the Licensed space.
- 3.4 The Licensee cannot terminate or Exit from the License Agreement for one (01) year (i.e twelve month) from the commencement date.

In case of breach of this commitment by the licensee, complete advance License Fee deposited by the licensee shall be forfeited. In such case interest free security deposit will be refundable after deduction of applicable dues/arrears/damages etc, subject to agreement conditions.

- 3.5 Post completion of one (1) year of license term from the commencement date, the Licensee may terminate or exit the license agreement by giving advance 90-day notice during the License period, subject to fulfilling all conditions of License agreement, in such case
- i) Interest free balance license fee (for the remaining months of the license year post completion of 90 day notice period) shall be refunded to the Licensee, after adjusting the outstanding dues, if any, payable on the part of the Licensee to Licensor.
 - ii) Balance interest free Security Deposit of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of the Licensee to Licensor. Balance outstanding dues, if are more than interest free Security Deposit, shall also be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else Licensor will seize their property treating at "Zero" or "Nil" value.
- 3.6 In case of breach of License Agreement or the Licensee abandons the licensed space or if the Licensee is desirous of terminating the License without serving any intimation/notice period or shorter intimation/notice period than 90 days, the agreement shall have deemed to be terminated on completion of such improper intimation period. In such cases, complete advance license fee and security deposit paid by the licensee shall be forfeited. Balance outstanding dues, if are more than interest free Security Deposit, shall be also recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else Licensor will seize their property treating as "Zero" or "Nil" value. Licensor shall be free to dispose of the said property/goods in whatsoever manner it deems fit. Licensee shall have no claim for compensation of consideration/ damages in this regard.

LICENSE FEE

- 3.7 The Mart cum Office Space shall be handed over to Licensee on _____ day of _____ 20____. The License fee for Mart cum Office Space shall commence w.e.f. _____ considering 60 days fit out period for preparation/ renovation of licensed Mart cum Office Space and shall be charged till the termination/ completion of agreement.

- 3.8 The Licensee agrees voluntarily and unequivocally to make all payments to Licensor as may be due before the due date, without waiting for any formal advice from Licensor. In the events of non-receipt of any invoice, the Licensee agrees to collect the same from the office of authorize representative of the Licensor.
- 3.9 The annual license fee of Rs. _____/- (Rupees _____ only) plus GST/taxes as applicable shall be paid in advance to the Licensor on yearly basis 30 (thirty) days in advance before the last day of the running year. The accepted rate is Rs. ____/- (Rupees _____ only) per Sqm per month (Rs. ____/- per Sqft per month¹) as shown in the letter of acceptance issued to _____ vide letter no. _____ dated _____ duly accepted by the Licensee.

The Licensee also irrevocably agrees that an escalation of 5% per year over the License Fee paid for the immediately preceding year shall be applicable and shall be paid by the Licensee as per the provisions of this Agreement.

- 3.10 The monthly Common Area Maintenance (CAM) Charges will be capped at Rs. _____ per sq.m (i.e Rs. _____ per Sq Ft) per month on licensed space till end of financial year 2018-19 i.e. till 31st March 2019 and will be charged "As Per Actual" for subsequent years thereafter.

Monthly Common Area Maintenance (CAM) Charges of licensed space shall be payable on or before the due date.

Licensee shall also pay other dues i.e. statutory dues/ liabilities, electricity and water consumption charges, damage/penal charges, pending arrears, etc. as applicable time to time.

- 3.11 The licensee shall make payment through Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the LoI after obtaining prior approval of Licensor as per the prescribed format.
- 3.12 Licensee shall periodically advise the details of payment deposited with Licensor. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of Licensor), then others dues/ liabilities like electricity, etc, and lastly License fee shall be accounted for.
- 3.13 Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle Licensor to terminate the License Agreement as per provisions stipulated in Article-8 of the License Agreement. Besides, the licensee shall pay an interest of 18% (eighteen percent) per annum on the amount of license fee and other dues outstanding after the due date and falling in arrears. Interest shall continue to accrue on monthly compounding basis till all the payable amount of license fee and other dues are finally squared up. Such interest shall be charged on outstanding dues for the actual day(s) of delay in payment.
- 3.14 In case payment is not made by due date, 15 days' notice to cure the Licensee's Event of Default shall be issued. In the event of licensee failing to cure the Default, Licensor shall be entitled to terminate the license after issuing 30 days' termination notice and shall be free to forfeit Interest Free Security Deposit after adjustment of all dues payable by the licensee what so ever and take such other action available to it under this Agreement and as per Law. The utilities being provided to the licensee may be disconnected after 15 days of termination notice if the licensee fails to deposit the outstanding dues.
- 3.15 The licensee shall vacate licensed Mart cum Office Space by taking away all his articles and hand over vacant Mart cum Office Space to the Licensor on or before the 30 days grace period from date of issue of termination notice otherwise Licensor shall take over the possession of the property goods and all the belongings/ inventory/ property/ installations/ fittings/ goods etc. shall be vested with Licensor at Zero/Nil value. Further Licensor shall be free to dispose of these goods by any procedure as deemed fits manner. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration thereafter in future.
- 3.16 The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A

¹ Conversion factor: 1 Sqm = 10.76 Sqft

certificate from the Licensor or its authorized representative in proof of licensee having vacated the site shall be required to be submitted by the Licensee. Any claim of vacation/ non-vacation without the endorsement of the Licensor or its authorized representative shall not be entertained.

INTEREST FREE SECURITY DEPOSIT

- 3.17 Licensee shall pay Interest Free Security Deposit to Licensor, equivalent to 06 months License Fee as Security Deposit. The Interest Free Security Deposit shall be accepted through Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the LoI. Security Deposit should remain valid for a period of sixty (60) days beyond the date of expiry of License period.
- 3.18 Interest Free Security Deposit shall be refunded after successful completion of the full term of the License period or on surrender of the licensed space as provided above in para 3.3 in case the licensee opts to exit from the contract before full term.
- 3.19 Interest Free Security Deposit shall be refunded in case Licensee exists from the License Agreement after successful completion of License Period subject to conditions in para 3.5.
- 3.20 In case of death of licensee, legal heir shall be responsible for the Licensed space. On expiry of the License the unadjusted balance of Security Deposit and advance deposits shall be returned / refunded to the legal heir of the licensee after adjustment of dues, if any.
- 3.21 Licensor reserves the right to forfeit Security Deposit and all other payments made by Licensee under below conditions:
- a) If the Licensee has abandoned the Licensed Space for more than 60 (sixty) days without written approval from the Licensor or his/her appointed representative.
 - b) Exiting from license agreement after payment of Security Deposit even without taking possession of Licensed Space.
 - c) In case of any Licensee Event of Default or breach of License Agreement.
- 3.22 Licensor reserves the right for deduction of Licensor's dues from Interest Free Security Deposit at any stage of agreement i.e. currency/completion/termination/surrender, against -
- a) Any physical damages caused by Licensee or its contractor/sub-contractors/staff and labour employed/ engaged by them to the property of the Licensor
 - b) Any amount imposed as a penalty and adjustment for all losses/damages suffered by Licensor for irregularities committed by the Licensee.
 - c) Any amount which Licensor becomes liable to the Government/Third party due to any default of the Licensee or any of his servant/ agent.
 - d) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - e) Any other outstanding payment due to Licensor as per License Agreement.
- 3.23 Once any amount is debited from the interest free Security Deposit, the Licensee shall reimburse the Security Deposit to the extent the amount is debited, within 15 days period failing which it shall be treated as Licensee's Event of Default.

TAXES AND OTHER STATUTORY DUES

- 3.21 The property tax applicable, if any, on the property of Licensor shall be borne by the Licensor.
- 3.22 GST and other taxes, as applicable time to time, shall also be borne by Licensee.
- 3.23 All other statutory taxes, statutory dues, local levies, 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 shall indemnify Licensor from any claims that may arise from the statutory authorities in connection with this License.

3.24 Payment of all stamp duties for registration of Licensed Space required to be executed for license agreement shall be borne by Licensee.

ARTICLE: 4

Maintenance and Operation of Mart cum Office Space

4.1 Temporary Fit-out Works:

- (a) The Licensee shall be allowed to carry out any temporary fit-out works as per the business requirement within said premises but without in any way altering or damaging main/shell structure or building facade of the said premises. Licensee shall need to take prior written approval from Licensor through a written notice prior to commencement of any fit-out works and if necessary Licensor reserves the right to ask for and review the temporary fit-out plan/ drawings before providing consent.
- (b) All the work shall be done at the cost of Licensee complying and strictly following the safety procedure, measurement and fit-out guidelines laid down by the Licensor. If it is noticed at any stage that Licensee is not complied the safety procedure, measurement and guidelines laid down by the Licensor, a penalty shall be imposed on the Licensee as deemed fit by the Licensor.
- (c) The Licensee shall be responsible for the costs of removing debris from the premises and shall be responsible for all damage to the common areas of the complex like flooring, lift cars etc during the process of temporary fit-out works. Any special cleaning or drain clearance necessary as a result of the temporary fit-out works and any other costs incurred by Licensor including any extra security costs, which are caused by, or in connection with, the works shall also be charged to the Licensee's account. The Licensee shall have to bear the cost of the damage plus service charges. However before incurring any such costs the Licensee shall be briefed on the requirements by Licensee.

4.2 Maintenance & Repairs:

- (a) Licensee shall bear the cost of minor day-to-day repairs and maintenance including white washing. All major repairs due to constructional defects shall be the responsibility of Licensor. If the major repairs or maintenance required to be carried out by Licensor are not carried out within reasonable time, the Licensee shall have the right to get the needful done with prior written consent of Licensor and deduct the cost thereof from the amount payable to Licensor.
- (b) Licensee shall be at liberty, on termination of this license, to remove/ take movable items, equipment or appliances installed by it leaving licensed premises, on as is where is basis as far as possible.
- (c) The premise, which has been handed over to the Licensee under this agreement, shall be kept in good condition and maintained properly by the Licensee at their own cost. If the property is not handed over in good condition as required under this agreement, Licensor reserves the right to seek exemplary damages and indemnification.

4.3 Operation of Mart cum Office Space:

- (a) Licensee shall operate and maintain the Licensed Space during the Agreement Period and adhere to Operation and Maintenance Requirements outlined by the Licensor, its facility management team/s or any of its authorized representatives. In case Licensor finds Licensee failing to meet any Operation and Maintenance Requirements as outlined by the Licensor, Licensor shall give a notice to Licensee stating the fault (the "Fault") and grant time to rectify the same. If Licensor finds the Fault has not been rectified within the time period specified, then Licensor shall have the right to rectify the Fault and recover the expenses for the same from Licensee. In such case, Licensor shall have the right to encash Security Deposit to the extent of expenses incurred in rectification of the fault.
- (b) The activities as mentioned in APPENDIX-II of this agreement, shall be strictly prohibited in the Licensed Space. Licensee shall also comply with clause 11.4 regarding use of Licensed space.
- (c) Licensee shall ensure that fire detection and suppression measures installed inside his premises are kept in good working condition at all times.
- (d) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer of Licensor for inspection at any time and agrees voluntarily and unequivocally to abide by and

comply with all instructions as may be indicated by the fire officer. Non-compliance may be treated as breach of contract and license shall be terminated.

- (e) Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/ fires. The instructions in this regard by the Licensor electrical inspector/authorized representative must be complied with. Any cost/s associated with implementation of such instruction shall be borne solely by the Licensee. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensations or any other consideration whatsoever on account of implementing the instruction issued by Licensor fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- (f) Licensee shall keep and maintain the licensed Mart cum Office Space in neat, clean condition and in safe and sound manner during the license period. Any defective, weak or corroded structure should be replaced immediately with new proper structure. In case of any incident/ injury caused due to error/ omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
- (g) Licensee and its employees or other persons involved in the execution of the work shall not in any way impinge on the safety and security of the premises, visitors' convenience, and Licensor's assets.
In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to visitor or Licensor's employees or loss to Licensor's property, it shall constitute Material Breach of Contract and considered Licensee Event of Default that shall entitle Licensor to terminate the License Agreement with 60 days written notice.
- (h) Access to premise shall be regulated by the O&M Administration and Licensee is required to take necessary permissions in this regard from the office of O&M Administration as per extant policy of Licensor. It is clarified that the permission to the Licensee shall not be unduly denied.
- (i) The Licensee shall ensure safety and security of Licensed Mart cum Office Space. Licensor shall not take any responsibility.
- (j) Joint inspection of Mart cum Office Space shall be conducted by Licensor's officials and Licensee, on regular basis as scheduled by O&M Administration. Discrepancy noticed or instructions issued by Licensor shall be rectified/ complied by Licensee within a period of 15 days, failing which Licensor reserves right to impose fine/ penalty as deemed fit by Licensor. Deliberate or willful non-compliance of Licensor written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default that shall entitle Licensor to encash Security Deposit and or terminate License Agreement after giving 60 days notice to the Licensee. Such termination of License Agreement and forfeiture of interest free Security Deposit by Licensor after adjustment of all dues what so ever shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.
- (k) The overall control and supervision of the premises shall remain vested with Licensor who shall have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license agreement. Licensor so reserves the right to enter the licensed premises to repair and replace the fixtures provided by Licensor.
- (l) Encroachment: The Licensee shall strictly not encroach up common areas/circulating areas or any other space, and restrict his operation to within the area licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space then a fine/ compensation, appropriate action may be taken by O&M Administration of Licensor as deemed fit.
- (m) Further, Licensor can impose the fine/penalty on Licensee as deemed fit on the following offenses:
 - i. Licensee staff found in drunken condition/ creating nuisance/ indulging in bad conduct.
 - ii. Any staff of the Licensee found creating nuisance on duty.
 - iii. Improper maintenance & defacement of the Property.
 - iv. Dishonor of drafts and Cheques given by Licensee in favour of Licensor.

- v. Misbehavior with staff of Licensor, other occupants and visitors of the premises.
Not following safety and security norms as may be indicated by authorized representative
 - vi. of Licensor.
 - vii. Any staff of the Licensee found without ID Card.
 - viii. Not following the instructions issued by Licensor's authorities from time to time
- (n) The option to impose fine, penalty, etc under this License Agreement shall be exercised by O&M administration or by Licensor's authorized representative.
- (o) On operational ground/ administrative exigency, the Licensor may ask the Licensee to vacate any Mart cum Office Space. Thereupon, the Licensor shall refund the interest free Security Deposit after adjusting damages & dues and balance License Fee on prorata basis. The Licensee unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration on this account on whatsoever reason.

ARTICLE: 5

Rights and Obligations

5.1 Licensee's Obligations:

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

- (a) to obtain due permits, necessary approvals, proprietary rights, licenses, clearances and sanctions from the competent authorities for intended commercial activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.;
- (b) to discharge its obligations as per the applicable conditions of licenses, proprietary rights, permits, National Building Code, Development Control Rules, and the principles of good industry practice and as a reasonable and prudent person, statutory requirements, laws of the land and any other norms, which are applicable from time to time.;
- (c) to operate and maintain the Licensed Space at all times in conformity with this Agreement;
- (d) to bear the cost/ expenditure to be incurred on the commercial operation of the Licensed Space during the entire Agreement Period;
- (e) to make all payments due towards the Licensed space in timely manner, as per the provisions of this Agreement.
- (f) to get prior approval of the Licensor in case there is any change/modification in the Licensed Space defined hereof during the Agreement Period.
- (g) to duly supervise, monitor and control the activities in the Licensed Space, including regulating the use of Licensed Space by third party sub-contractors, if any, appointed by the Licensee;
- (h) to ensure that no structural damage is caused to the existing buildings, Licensor's equipment's and building infrastructure & other permanent structures of the Licensor's property as a result of his activities or any of its agents, contractors, etc. and not make any changes in the facade;
- (i) to provide all assistance to the Licensor, its appointed facility management team/s, and their authorized representatives, as it may require for the performance of their duties and services;
- (j) to ensure that no goods are stored that are not permitted by law including those of hazardous, explosive, flammable or combustible in nature that may cause risk by fire, explosion or goods/material which on account of their weight or nature may cause damage to the premises. The Licensee shall be liable or responsible for destruction or damage to the premises;
- (k) to take all reasonable steps to protect the environment (both on and off the Licensed Mart cum Office Space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
- (l) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over all or any part of License Mart cum Office Space or the Licensed Mart cum Office Space's Assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
- (m) to keep the Licensed Mart cum Office Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience,
- (n) ensure that the operation of the licensed space including but not limited to its branding or naming, commodities and services offered does not negatively affect public sensitivities. In case of default of such nature, Licensor reserve the right to take necessary action as deemed fit.
- (o) to have the right to locate hoardings and advertisement boards, as per the applicable laws after prior approval from Licensor, in the approved location in the Project Facility. The Licensee will have to

follow the colour scheme and design for various hoardings/ display boards as approved by Licensor.

- (p) at all times, to afford access to the Licensed Mart cum Office Space to the authorised representatives of Licensor, other persons duly authorised by any Governmental Agency having jurisdiction over the business of Licensed Mart cum Office Space, to inspect the Licensed Mart cum Office Space and to investigate any matter within their authority and upon reasonable notice; and
- (q) to hand over the Licensed Space to Licensor upon Termination of the Agreement;

5.2 The Licensee shall be solely and primarily responsible to Licensor for observance of all the provisions of this License Agreement on behalf of the Licensee, its employees and representatives and agents and any person acting under or for and on behalf of the Licensee; contractor(s) appointed for the Licensed Mart cum Office Space as fully as if they were the acts or defaults of the Licensee, its agents or employees.

5.3 The Licensee shall comply with all rules and regulations notified by Licensor from time to time.

5.4 No tenancy/sub-tenancy is being created by Licensor in favour of Licensee under or in pursuance of this Agreement 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 Mart cum Office Space/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 Agreement.
- (c) The relationship between Licensor and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between Licensor on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said premises.

5.5 Licensee shall not sub-lease, assign any of its rights, or interest in this Agreement in favour of any company/person(s) at any time and for any reasons whatsoever.

5.6 Licensee shall be liable and responsible for compliance of all statutory requirements as may be applicable in respect of the operation of the Licensed space.

5.7 Infrastructure:

- (a) Electricity:

The Electricity will be provided for licensed Mart cum Office Space on Licensee's request, depending on the feasibility and availability of load. Electrical work, if required, shall be carried out with prior approval of Licensor for release of Electrical Power and all costs associated with provision of electricity shall be borne solely by the Licensee.

- (b) Parking

The parking facilities provided as part of the overall parking for the campus may be used.

5.8 Services to be Provided by Licensor:

Reasonable security services for the building, cleaning, trash removal and washing of the building premises, adequate lighting in the common areas and exterior lighting outside the building to be provided by Licensor. In the event that any one of the services provided by Licensor may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, Licensor shall not be liable to the Licensee therefore provided however that Licensor shall use its best efforts to restore such services as soon as reasonably possible.

ARTICLE: 6

Indemnity and Insurance

- 6.1 The Licensee hereby undertakes to indemnify and hold the Licensor harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the fit-out; quality of the fit-out and the construction/ construction activities.
- 6.2 The Licensee hereby undertakes to indemnify the Licensor against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 6.3 The Licensee hereby undertakes to indemnify and hold the Licensor harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to operations of the Licensed Space.
- 6.4 The Licensee hereby undertakes that the Licensor 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 his/her contractors/ sub-contractors. The Licensee shall indemnify and keep indemnified the Licensor against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 6.5 The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee shall indemnify the Licensor for any loss and damages suffered due to violation of its provision.
- 6.6 The Licensee hereby indemnifies the Licensor 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.
- 6.7 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 Licensor against any liability arising in connection with the employment of its personnel in the premises by Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit copy of same to O&M Administration of Licensor, in accordance with Licensor's policies regulations prevalent at that time.
- 6.8 The Licensee shall indemnify the Licensor from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.
- 6.9 The Licensee shall indemnify the Licensor from any damage charges to be incurred if the licensed Mart cum Office Space has not been handed over to the Licensor in good condition as required under this agreement.
- 6.10 The Licensee shall indemnify the Licensor from any serious accident caused due to negligence of the Licensee, resulting in injury, death to visitors or the Licensor employees or loss to property of the Licensor.
- 6.11 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless the Licensor, officers of the Licensor, 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.
- 6.12 The Licensee shall indemnify and keep indemnified the Licensor for any losses/ penalties on this account levied by any judicial/statutory authorities/courts, in case, the Licensee misused all liabilities for mis-user charges and mis-user proceedings.
- 6.13 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 premises of the Licensor, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. Upon the Licensor's request, the Licensee shall submit to the Licensor, 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.

ARTICLE: 7

Force Majeure

- 7.1 Neither the Licensor 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) Fire caused by reasons not attributable to the Licensee or Licensor.
 - (d) Acts of terrorism.
 - (e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
 - (f) Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc, and
 - (g) Any other similar things beyond the control of the party, except court order/ court judgment.
- 7.2 Occurrence of any Force Majeure shall be notified to the other party within 15 days of such conditions. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free Security Deposit shall be refunded by the Licensor to the Licensee after adjusting outstanding dues, if any, payable to the Licensee.

ARTICLE: 8

Breaches/Surrender/Termination of License Agreement

Surrender of License Agreement:

- 8.1 The Licensee shall not have option to terminate or Exit from the License Agreement for one (1) year (i.e twelve month) from the commencement date.
- In case of breach of this commitment by the licensee, complete advance License Fee deposited by the licensee shall be forfeited. In such case interest free security deposit will be refundable after deduction of applicable dues/arrears/damages etc, subject to agreement conditions.
- 8.2 Post completion of one (1) year of license term from the commencement date, the Licensee shall have option to surrender the License agreement hereby created, provided that
- (a) Licensee may terminate or exit the license agreement by giving advance 90-day notice during the License period, subject to fulfilling all conditions of License agreement;
 - (b) There is no arrear pending with the Licensee on the date of issue of surrender notice, and
 - (c) Licensee continues to pay all dues as per schedule to the Licensor till the date of pre-mature closure of License Agreement, and
 - (d) Licensee shall hand over, vacant and peaceful possession of licensed space, to Licensor, free from all encumbrances and in original condition free of cost within 15 (fifteen) days from closure of License agreement.
- 8.3 If Licensee satisfies the above said conditions of surrender of License Agreement, the Licensor shall refund the Interest free balance license fee and interest free security deposit after recovery/adjustment of any amount/s due to the Licensor and following the provisions of clause 3.5 of agreement.

Breach of License Agreement/ Licensee's Events of Default:

- 8.3 Following shall be considered as Material Breach of the License Agreement 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 Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the Licensor without any contributory factor of the Licensee.
 - (b) If the Licensee fails to pay license fee, common area maintenance (CAM) charges and utility charges, penalty or damage herein specified or any other due to be paid by the Licensee to the Licensor by the stipulated date.
 - (c) If the Licensee makes any change in ownership of License by sale, merger or acquisition.
 - (d) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
 - (e) If Licensee is in persistent non-compliant of written instructions of officials authorized by Licensor.
 - (f) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to employees/ tourists/ other occupants/ visitors or loss to property of the Licensor.
 - (g) If the Licensee is in violation of any of the other clauses of License Agreement and after three written notice (unless otherwise specifically mentioned therein) from the Licensor fails to cure the Default to the satisfaction of the Licensor.
 - (h) If any representation made or warranties given by Licensee under this Agreement is found to be false or misleading.
 - (i) If the Licensee engaging or knowingly has allowed any of its employees, agents, or contractors 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 Agreement.

- (j) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the licensed space, save and except as otherwise expressly permitted under this Agreement.
- (k) If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- (l) 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 be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Licensor, 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 Agreement.
- (m) If the Licensee has abandoned the Licensed Space for more than 60 (sixty) days without written approval from the Licensor or his/her appointed representative.
- (n) If the Licensee is found to be violating the list of prohibited activities as per **Appendix-II**.

Termination of License Agreement by Licensor:

- 8.4 Provided that in the event of application of clauses 8.3 (a) and (b) above, the Licensor shall give to the Licensee 30 day 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 Licensor within the cure period, the event shall not be considered as a Licensee Event of Default.
- 8.5 On operational ground or any other Administrative Exigencies: Licensor reserve the rights to terminate License Agreement by giving 2 (two) month advance notice in such exigency. License agreement shall stand terminated and Licensee shall be refunded the balance License Fee on prorata basis and balance Security Deposit after adjusting outstanding dues, if any. Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. Licensee shall remove his belongings from Licensor's premises within 30 days of issue of termination letter, failing which these belongings shall become property of Licensor. Licensor shall be free to use/ dispose-off these belongings in whatever manner as deemed fit. Licensee shall have no claim, compensation or consideration on any account of these belongings.
- 8.6 Termination for Force Majeure: The License Agreement may be terminated for Force Majeure Reasons as specified in Article 7.

Other Conditions:

- 8.7 After termination/ surrender/ expiry of License period or due to force majeure events, Licensee shall forthwith vacate the said premises and remove movable item, equipment or appliances as well as its personnel from the said premises without causing any damage to the property of the Licensor.
- 8.8 On termination of License Agreement in the Event of Default by Licensee, Licensor shall forfeit interest free Security Deposit and advance license fee paid by Licensee after adjustment of all dues what so ever outstanding to Licensor including electricity, CAM charges and any other charges under this agreement without prejudice to rights and remedies applicable under the law.
- 8.9 Termination of this Agreement shall not release 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.
- 8.10 After completion of tenure of license/ pre-mature termination/ surrender, Licensee voluntarily agrees to remove all his belongings/equipment installed by Licensee inside Licensed premises within 30 days grace period from date of issue of termination of License Agreement, failing which, it shall become sole property of Licensor at zero/nil value and Licensor shall be free to do as it deems fit with the same. Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account.
- 8.11 All third party agreements, entered by Licensee, shall stand terminated on expiry of agreement between Licensor and Licensee.
- 8.12 Rights of Licensor on Termination: Licensor 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 Licensed Space.

8.13 Licensor's Right to Re-tender the Licensed Space on Termination:

- (a) Licensor shall have right to re-tender Licensed Space on termination of this Agreement for any reasons whatsoever.
- (b) After completion of License Period, the Licensee shall not reserve any rights to the licensed space.
- (c) Licensor if it deems necessary shall also have right to seal or lock the Licensed Space upon termination.

ARTICLE: 9

Dispute Resolution

9.1 Conciliation

- (a) In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation. All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall in the first place be referred to a Sole conciliator appointed by Licensor on receipt of such request from either party.
- (b) The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect as of arbitration award. The Licensee shall have no objection if the sole conciliator is an employee of Licensor. The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings/ Court proceedings. The venue of such conciliation shall be at Delhi/ New Delhi or Varanasi, Uttar Pradesh as per the decision of the Licensor. The decision of the Sole conciliator shall be binding on all the parties. The cost of Conciliation shall be borne by the respective parties equally.

9.2 Arbitration

- (a) If the efforts to resolve all or any of the disputes through conciliation fail, then such disputes or differences, whatsoever arising between the parties, shall be referred to arbitration.
- (b) The decision of sole Arbitrator/ panel of Arbitrators shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Delhi/ New Delhi or Varanasi, Uttar Pradesh as per the decision of the Licensor.
- (c) The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.
- (d) **Rules governing Arbitration Proceedings:** The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made.
- (e) During the pendency of arbitration / conciliation proceedings, the Licensee shall continue to perform and make due payments due to Licensor as per License agreement.
- (f) **Jurisdiction of Courts:** The Court at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

ARTICLE: 10

Representations and Warranties

10.1 The Licensee represents and warrants to Licensor 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 Agreement 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 Agreement;
- (d) It has the financial standing and capacity to undertake the commercial utilization (under the specified category) of Licensed Space;
- (e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
- (g) 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 Material Adverse Effect;
- (h) 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 Material Adverse Effect;
- (i) 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 Material Adverse Effect;
- (j) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to Licensor 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;
- (k) 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 Licensor shall not be liable for the same in any manner whatsoever to the Licensee.
- (l) 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 Licensor. 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.

10.2 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 Licensor of the same.

10.3 Licensor covenants:

- (a) Licensor 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 Mart cum Office Space, Licensee's use of the premises, or the rights granted to the Licensee hereunder.

- (b) Licensor covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in the agreement, the Licensee shall peacefully and quietly enjoy the premises without hindrance or disturbance by Licensor or by any other person(s) claiming by, through or under or in trust for Licensor.
- (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 Licensed Space throughout the said term without any interruptions by the Licensor or by any person claiming by, through, under or in trust for Licensor.
- (d) Licensor shall provide, if required for seeking any permission pertaining to commercial activities from any Government Agency, necessary documents pertaining to Licensor properties.

ARTICLE: 11

Miscellaneous

- 11.1 Licensee shall comply with the laws of land including State Pollution Control Board guidelines. Licensor shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.
- 11.2 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of Licensor and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify Licensor from any claims that may arise in connection with above.
- 11.3 Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to Licensor with respect to all his personnel deployed. Further within 45 days of issue of LOI, Licensee shall submit police verification report in respect of all its personnel shall be furnished by the Licensee to Licensor. All the Licensee's personnel shall be required to possess ID card while working in Licensor's premises as per prevailing procedure. Access inside other premises of the Licensor's property shall not be allowed without prior approval from authorized personals from Licensor.
- 11.4 Misuse: The Licensee shall use the granted licensed space under this agreement only for the services under the specified category, except activities and items prohibited as per Appendix-II of this agreement, and shall not use the same for any other purposes. Business/ trade permitted only in Handmade Textile products such as Handloom, Handicraft and excludes power-loom products.
- In case, the Licensee carries on any business or uses the said premises for any other purposes other than the specified category the license shall deemed to have been misused and Licensor shall immediately terminate the said agreement. All liabilities for mis-user charges and mis-user proceedings; if so initiated shall be that of the Licensee only. The Licensee shall indemnify and keep indemnified Licensor for any losses/ penalties on this account levied by any judicial/statutory authorities/courts.
- 11.5 Signage:
- The Licensee shall have the right to put up only one signage of size as approved by the (O&M) administration of Licensor displaying generic name of the Mart cum Office Space. The signage need to confirm to all governmental laws, regulations or ordinance relevant thereto.
 - The Licensee shall need to obtain a written approval from Licensor by way of a notice before putting up any form of signage and Licensor reserves the right to refuse or to suggest an alternation to the same. The signage shape and location etc are subject to architectural controls to be issued by Licensor.
 - Placement of Signage without the permission of Licensor or placement in non-approved locations shall attract a penalty on Licensee as deemed fit by the Licensor. In case of persistence default, Licensor reserve the right to terminate the agreement with forfeiture of the (interest free) Security Deposit and advance license fee paid in its favour after adjustment of all dues what so ever.

11.6 Notices:

Licensor and Licensee voluntarily and unequivocally agrees -

- That any notice to be served upon Licensor shall be sufficiently served to the correct communication address given below:

Authorized Representative of Licensor:

Address of Communication of Licensor:

- b) That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered AD/ Speed Post/ Courier at the address given above in clause 11.6a of the License Agreement or delivered in person by the authorized representative of Licensor.
- c) That any notice or correspondence under the terms of this License shall be in writing by Registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the O&M administration or by Licensors duly authorized representative.
- d) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

Licensing of Mart cum Office Space

At

Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh

(Draft License Agreement Appendices)

Name and address of the Licensee to whom issued:

.....
.....
.....
.....

Date

Place.....

APPENDIX-I

Details of Shops

Allowable merchandise categories in Built-up-Shops are mentioned in the Term Sheet.

Details of Built-up-Shops, at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh available for license:

a. Built-up-Shops – Ground Floor



b. Built-up-Shops – First Floor



c. Area details and ID no. for Built-up-Shops:

Ground floor				
Shop Identification Number	Category	Carpet Area (Sq M)	Loading Factor	Super Built-up Area (Sq M)
SG-1	Handicraft	30.14	2	60.30
SG-2	Carpet	30.14	2	60.30
SG-3	Handloom	30.14	2	60.30
SG-4	Handicraft	30.14	2	60.30
SG-5	Carpet	30.14	2	60.30
SG-6	Handloom	33.13	2	66.30
SG-7	General	30.14	2	60.30
SG-8	Handicraft	30.14	2	60.30
SG-9	Handloom	30.14	2	60.30
SG-10	Carpet	30.14	2	60.30

SG-11	Handicraft	30.14	2	60.30
SG-12	General	30.14	2	60.30
SG-13	Carpet	30.14	2	60.30
SG-14	Handloom	30.14	2	60.30
First floor				
SF-1	Shilp Guru Awardees	30.14	2	60.30
SF-2	Shilp Guru Awardees	30.14	2	60.30
SF-3	Sant Kabir Awardees	30.14	2	60.30
SF-4	Sant Kabir Awardees	30.14	2	60.30
SF-5	Shilp Guru Awardees	30.14	2	60.30
SF-6	Shilp Guru Awardees	33.13	2	66.30
SF-7	General	30.14	2	60.30
SF-8	General	30.14	2	60.30
SF-9	General	30.14	2	60.30
SF-10	Handicraft	30.14	2	60.30
SF-11	General	30.14	2	60.30
SF-12	Handloom	30.14	2	60.30
SF-13	Carpet	30.14	2	60.30
SF-14	General	30.14	2	60.30

Note-1: In case of any concerns or difference of opinion regarding area calculation/ allocation, decision of Estate Officer or person authorized by Licensor, shall be final and binding.

Note-2: All built-up space offered on License basis are on “as is where is basis”. On this area the successful Applicants are expected to carry out all works, as needed, on its own cost, for commercial utilization of the Licensed space subject to conditions under this Agreement.

APPENDIX-II

Prohibited Activities

Prohibited activities at Deendayal Hastkala Sankul (Trade Centre & Museum) at Varanasi:

- a) Any product/Service, sale of which is unlawful/ illegal or deemed unlawful under any Act.
- b) Any product, storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals, etc.
- c) Sale of open liquor
- d) Sale of tobacco and tobacco products.
- e) Defacement of the building structure or facade or boundary.
- f) Use of loud speakers
- g) Use of musical instruments and band etc. without requisite permissions/approvals from concerned/ Competent Authority (allowed only upto 10 PM).

APPENDIX-III

Format for intimation for deposition of payments

Via RTGS/NEFT/DD/Banker's Cheque

1. Name and address of Licensee/ Party/ Company _____
2. Mart cum Office Space bearing Identification No _____
3. Invoice No. and Date (If applicable) _____
4. Period of Invoice _____
5. Head/item wise details of payment to be submitted as described in the invoice

Item No.	Description/Head details	Period	Amount

Gross amount to be deposit

Less statutory deductions such as TDS

Net amount to be deposit

7. TDS registration No. of client/Licensee _____
8. GST No. of client /Licensee _____

Note: Licensor's authorized bank name and account No. to which payments to be made –

Name and designation of authorized representative of Licensee/ Party/ Company

All Licensee's Parties/ Companies are directed to give complete compliance to this and ensure to deposit the details at least seven days before of due date of making payments.

To be filled by Licensor's Appointed Officials

The aforesaid details is checked and verified by Licensor's Appointed Officials and is **approved/ disapproved** for submission through RTGS/NEFT/DD/Banker's Cheque, with following observations:

1. _____
2. _____
3. _____

Licensee is hereby directed to submit confirmation of deposition of payment before due date.

Dated: ____/____/____

Signature of Authorized Representative of Licensor

APPENDIX-IV

Handing Over Note

Date: __/__/20__

Mart cum Office Space bearing Identification No: _____, measuring _____ sqm, under category of _____ at _____ Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh.

Mart cum Office Space bearing Identification No: _____ is handed over to the Licensee, _____ through Shri. _____ of _____ M/s _____ office at _____ on _____ (date) at _____ (time), in the presence of authorized representative of Licensor.

List of Licensor's assets in the Licensed space is reviewed and acknowledged by both the parties and is attached along with this note.

Licensee hereby acknowledge the receipt and assumes all responsibility of the above described Mart cum Office Space and Licensor's assets in the Licensed space, as per the License Agreement, from the date and time stated above.

Licensee

Authorized Representative of Licensor

ANNEXURE-V

Taking Over Note

Date: __/__/20__

Vacant possession of the Mart cum Office Space bearing Identification No:, measuring sqm at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh, has been taken over on (Date).....(Time) from the Licensee Through Sh./Smt./M/s in the presence of authorized representative of Licensor.

Licensee hereby acknowledge that there is no due pending with the Licensor of his/her representatives and acknowledges that the Licensee would hence forth have no rights what so ever on the above mentioned premises.

Licensee

Authorized Representative of Licensor

ANNEXURE-VI

Declaration cum Undertaking

(on letter head of Applicant)

To,
Office of Development Commissioner (Handicrafts),
Ministry of Textiles, Govt. of India

I/We hereby declare that:

- a) I/we shall display and sell only handmade products in the Licensed area,
- b) I/we shall adhere to the 'Disaster Management Protocol',

Signature of Applicant