

Shillong Smart City Limited

DRAFT LICENSE AGREEMENT

For

**Master Licensee for Commercial Premise at Polo
Commercial Complex, Shillong, Meghalaya**

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ARTICLE 1 - DRAFT LICENSE AGREEMENT

(this document is generic in nature and will be suitably modified before execution)

Agreement No _____ of Year _____

THIS AGREEMENT is executed on this ____ day of _____ [year] at Shillong.

BY AND BETWEEN

The Shillong Smart City Limited incorporated under _____ having its administrative office at _____, India, represented by _____ (Designation) hereinafter referred to as the "Licensor" or "SSCL" (which expression shall unless repugnant to the context mean and include its successors and assigns) of the First Party

AND

M/s. _____, having its registered office at _____ and represented by _____ (Authorized Signatory), 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) SSCL, with a view to augmenting its revenues through operating revenue, had invited an open bid from interested parties. Based on the receipt of the tender document as submitted by the Bidder, a successful Bidder (hereinafter referred to as Licensee) has been selected for assigning Licensing rights of Commercial Space located at Polo Commercial Complex, Shillong.
- b) SSCL has agreed to provide to the Licensee the Licensing Rights on the Commercial Space (pre-identified by SSCL and hereinafter referred to as Commercial Space), on payment of License Fee, security deposit and other charges to SSCL on the terms and conditions hereunder contained in this License Agreement.
- c) The Licensee shall develop, manage, operate and maintain, market the commercial space allotted to them by SSCL as specified in this Agreement at its own cost.

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

- A) The several documents forming this Agreement are to be read as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, in the event of any conflict, discrepancy or ambiguity between them, the priority of documents shall be in the order:
 - 1) This Agreement
 - 2) Letter of Acceptance No. _____ dated _____ .
 - 3) The written clarifications and addenda issued to the Bidders
 - 4) Request for Proposal including the Draft License Agreement
 - 5) Any other document of SSCL and Licensee forming part of the Bidding process.

- B) The Licensee hereby covenants as follows: -
 - I. Licensee hereby assumes responsibility for the Commercial Space (referred to in Annexure - 1 below). The Licensee shall inter alia be responsible for the management operation, maintenance and marketing of the Commercial Space as specified in this Agreement at its own cost. The plans, proposals, ideas and suggestions proposed by the Licensee with reference to the Commercial Space, are subject to approval by SSCL and by other relevant government agencies/departments with regard to operational feasibility, aesthetics, and safety and security concerns. The Licensee shall not and hereby voluntarily and unequivocally agree not to seek any claim, damages, compensation or any other consideration for same.

- II. The Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from SSCL in this regard.
 - III. The Licensee confirms having examined the location of the Commercial Space and other connected issues pertaining to the RFP in detail and fully understands and comprehends the technical requirements of the Commercial Space. The Licensee also confirms full satisfaction as to the business viability of licensing the Commercial Space and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee also confirms having made an independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and/or other amounts due to SSCL under this License Agreement.
- C) That SSCL and LICENSEE represent and warrant that they are empowered, authorized and able to make this agreement.

ARTICLE 2- DEFINITIONS

- a) **“Agreement”** means this License Agreement to be executed between SSCL and the Selected Bidder in the format approved by SSCL 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) **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the “Commercial Space” and the contract during the subsistence of this Agreement.
- d) **“Bidder”** means any entity which is a partnership firm under the Partnership Act, 1932, a limited liability partnership firm in terms of the Limited Liability Partnership Act, 2008 or a company having its registered office in India either under the Companies Act 1956 or the Companies Act, 2013 or a combination of the above in the form of Joint Venture (JV) or a Consortium etc. which is submitting its bid pursuant to Tender Documents.
- e) **“Bid”** means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by SSCL to the Bidders, the Proposal submitted by the successful Bidder (Licensee) in response to the bid notice in accordance with the provisions thereof.
- f) **“Change in Law”** means the occurrence or coming into force of any of the following after the date of signing this Agreement:
 - i. The enactment of any new Indian law
 - ii. The repeal, modification or re-enactment of any existing Indian law
 - iii. Any change in the rate of any Tax.

Provided that Change in Law shall not include:

- i. 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)
 - ii. 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.
- g) **“SSCL”** means Shillong Smart City Limited, a _____ India incorporated under the _____.
- h) **“Compliance Date”** means the date of execution of the License Agreement.
- i) **“Commencement Date”** end of the rent-free period of 90 days from the Compliance date
- j) **“Commercial Space”** means the Commercial Space at Polo Commercial Complex, Shillong given on a license basis by SSCL to the Licensee under and in accordance with this License Agreement.
- k) **“Construction/s”** means the building, infrastructure including all utilities and constructions of any nature whatsoever developed by the Licensor on the Project Site and handed over to the Licensee.
- l) **“Damages”** shall mean any claim of SSCL against the licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which SSCL shall be entitled to claim and adjust the Security Deposit.
- m) **“Handover Date”** means the date of Handover of the said Commercial Space by the Licensor to the Licensee as detailed in Annexure - 1.
- n) **“Interest Free Security Deposit”** means interest-free security deposit to be furnished by the Licensee to SSCL as per terms and conditions of the License Agreement, to be released after successful completion of the License period.
- o) **“License”** means the permission granted by SSCL to the Selected Bidder for commercial activity in Commercial Space, for a License Fee based on the terms and conditions of the License Agreement.

- p) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with SSCL pursuant to the conclusion of the bidding process.
- q) **“Licensor”** shall mean SSCL, its assigns, its successors in interest or any other body corporate which may be authorized in writing by SSCL to act on its behalf.
- r) **“License Fee”** means the amount payable by the Licensee to SSCL 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) **“License Period”** means a period of 15 (Fifteen) years subsequent to handover of site.
- t) **“Project”** means the development and construction of the facilities along with the accompanying access-ways, landscape areas, utilities, services and necessary infrastructure, in accordance with the Layout Plan approved by SSCL/LICENSOR.
- u) **“Selected Bidder”** means the Bidder who has been selected by SSCL, pursuant to the bidding process for award of License.
- v) **“Sub-Licensee”** means an entity to whom the selected licensee may at his option sub-license the license obtained from SSCL
- w) **“Termination”** means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this License Agreement.
- x) **“Termination Date”** means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier

ARTICLE 3- INTERPRETATION

3. In this Agreement, unless the context otherwise requires,
 - 3.1. 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.
 - 3.2. 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;
 - 3.3. 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;
 - 3.4. 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;
 - 3.5. 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;
 - 3.6. references to “development” include, unless the context otherwise requires, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and “develop” shall be construed accordingly;
 - 3.7. any reference to any period of time shall mean a reference to that according to Indian Standard Time;
 - 3.8. any reference to day shall mean a reference to a calendar day;
 - 3.9. references to a “business day” shall be construed as a reference to a day (other than a Sunday) on which banks in Shillong are generally open for business;
 - 3.10. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
 - 3.11. references to any date or period shall mean and include such date or period as may be extended pursuant to this Agreement;
 - 3.12. 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;
 - 3.13. the words importing singular shall include the plural and vice versa.
 - 3.14. references to any gender shall include the other and neutral gender;
 - 3.15. save and except as otherwise provided in this Agreement, 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 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 SSCL/Licensor hereunder or pursuant hereto in any manner whatsoever;
 - 3.16. 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 in this behalf and not otherwise;
 - 3.17. 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;
 - 3.18. 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
 - 3.19. time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

3.20. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

LAW

The contract shall be governed under the provisions of the Indian Contract Act 1872.

ARTICLE 4 - GRANT OF LICENSE OF PROPERTY

4.1. LICENSED SITE:

- 4.1.1. Subject to and in accordance with the terms and conditions set forth in this Agreement, and in particular subject to the due fulfilment of all the obligations assumed towards SSCL by the Licensee, SSCL hereby grants and authorizes the Licensee to the following (the "Specified Purpose"):
- a) To have access to licensed space(s) during the License Period, develop, finance, commission, operate, manage and maintain the licensed space(s) during the License Period at the cost and risk of the Licensee. Any development made by the Licensee on the Licensed Space(s) shall be deemed to be the property of SSCL and all the rights of the Licensee in the Licensed Space(s) shall be relinquished in the favor of SSCL.
- 4.1.2. The actual area of license space (Total Built-up Area) shall be decided based on the as-built drawing issued during the handover/takeover stage, and the decision of the Licensor shall stand final. The Licensee voluntarily and unequivocally agrees not to seek any claim compensation or any other consideration on this account. In case there is any variation between the total built-up area as mentioned in the bid document and the actual area of handover, the License Fee shall be adjusted on a pro-rata basis accordingly.
- 4.1.3. The Licensee, subject to complying with the terms and conditions of this Agreement, shall have the use of the Site during the License Period in accordance with the terms of this Agreement and limited for the purposes mentioned in Annexure - 1. The Licensee shall not use the site or the project facility for any other purpose. However, if the Licensee intends to utilise the licensed space for any other purpose other than what is mentioned in Annexure - 1 is subject to the approval of SSCL. Also, the licensee hereby accepts unconditionally and unequivocally that this shall not limit any liability or responsibility or be a cause to seek any penalty, damages or charges in any form or to seek extension of due dates for payments by the licensee.
- 4.1.4. The Licensee shall confine its operations to the Project Site. The Licensee shall take all necessary precautions to keep persons and equipment within such areas and to keep and prohibit them from encroaching, damaging or degrading or affecting adversely the neighbouring/SSCL/Licensor areas or otherwise causing any interference to the employees, representatives and agents of SSCL/Licensor & Neighbouring party.
- 4.1.5. If there is a non-compliance of the above observed by SSCL/Licensor, SSCL/Licensor shall issue a notice to rectify the non-compliance within a stipulated time. If the noncompliance is not rectified within the stipulated time, an appropriate fine for each infringement shall be imposed by SSCL/Licensor, along with additional time for rectification of such infringement.
- 4.1.6. The Licensee is required to introduce and observe at all times, appropriate measures for safety, security and orderliness on the premises granted to the Concessionaire/Licensee. The Licensee shall also submit the necessary safety policy which will be submitted to SSCL/Licensor for verification.

4.2. LICENSE PERIOD

- 4.2.1. The access to the site shall be granted to the Selected Bidder immediately from the date of execution of the License Agreement which shall be executed within a period of 15 days from the payment of the Security Deposit by the Selected Bidder to the SSCL (hereinafter referred to as "Compliance Date").

- 4.2.2. The License granted under the License Agreement shall be valid for a period of 15 years from the date of execution of Agreement. The License Agreement may be terminated by either party to the Agreement after giving 5 months' notice. On termination of the License, the licensed area and all structures developed on such area will transfer to the possession of SSCL.
- 4.2.3. At the end of the License Period or sooner determination of this Agreement for any reason whatsoever all rights given under this License Agreement shall cease to have an effect and the Licensed Area with all the furniture and fixtures and other assets permanently attached to the licensed area shall revert to SSCL without any obligation on part of SSCL to pay or adjust any consideration or other payment to the Licensee. No claim, compensation or damages shall be entertained by SSCL on this account.
- 4.2.4. SSCL shall renew the License Period at its sole discretionary power, at the request of the Licensee as per the terms and conditions as deemed fit.
- 4.2.5. If the Licensee exits the License Agreement during the tenure of the License, the Interest Free Security Deposit shall be forfeited by SSCL besides recovering other dues including the License Fee.
- 4.2.6. No partial surrender or downsizing of a portion or whole floor or part of the licensed space is permissible during the tenure of the Agreement. For the avoidance of doubt, it is specifically clarified that the license fee is applicable on the total built-up area irrespective of the usage or lack of occupancy thereof of the total built-up area by the licensee.
- 4.2.7. For the purpose of clarification, at the end of the License Period, on any ground whatsoever, the SSCL shall have the absolute right to run the Project Site on their own, or re-license to any third party or to manage it in any other manner as they may deem fit in their sole discretion.
- 4.2.8. SSCL has the right to prematurely end the License if the Licensee/ Sub - Licensee / both do not follow the terms of this contract.

4.3. RIGHT TO SUB-LICENCE

- 4.3.1. The Licensee (considering Bidder as Master Licensee) shall be entitled to Sub-license the built-up structure to any person or entity (the "Sub-Licensee") with an intimation and approval by SSCL, after adding the necessary structures and utility services. The Sub-Licensee's right shall be subject to the Licensee's right over the Licensed premises. The Sub- Licensee shall not have any independent right over the licensed premises.
- 4.3.2. All the Sub – License executed by the Licensee shall be Co-terminus with that of the License Agreement with the Licensor. All contracts, agreements or arrangements by the Licensee with the Sub-Licensee shall specifically stipulate that the Sub-License agreement being executed with the Sub-Licensee is in Co-terminus with the License Agreement executed by the Licensee with the Licensor i.e. Shillong Smart City Ltd. Further, no Sub-Licensee shall have any claim or seek any compensation from SSCL for reason what so ever
- 4.3.3. The Licensee shall prepare a draft standard format of the sub-license agreement, which will be required to be signed by the Sub-Licensee for use of the subject Site. Prior written approval of SSCL shall be obtained by the Licensee in respect of such standard draft. SSCL may specify certain covenants to be incorporated in the sub-license agreement to protect their interests. Only after such covenants are incorporated in the sub-license agreement, the Licensee shall be entitled to enter into sub-license agreement and shall be required to submit copies of each such sub-license to SSCL for verification and record. In case of any deviation from the above-mentioned standard draft sub-license agreements, the Licensee shall obtain the prior written consent and approval of the SSCL before entering into an agreement with a Sub-Licensee. SSCL reserves the sole right not to give consent /approval to such a request and no compensation or claim will be entertained in this regard.
- 4.3.4. At any point of time, the Licensee shall not enter or cause any of its Sub-Licensee to enter into any sub-license Agreement with any person or entity for transfer of its rights which would adversely affect the interests of SSCL or is not available to the Developer in the first place. Any such act of the Developer or Sub-Licensee shall render the License Agreement liable for termination at the sole cost and expense of the Licensee.

4.4. ASSIGNABILITY & ENCUMBRANCES:

- 4.4.1. Except for Sub-licensing with the consent of SSCL the use of the licensed site(s) as per the terms of this agreement and tender document, the Licensee shall not assign any of its rights, or interest in this License Agreement in favor of any company/person(s) at any time and for any reasons whatsoever.
- 4.4.2. The concessionaire may, subject to the first and paramount charge of SSCL over the receivables from the Sub-Licensees and other users of the built-up space and facilities, for the payment of the amounts becoming due to SSCL, create second or further charge over the receivables as the security to recognized Financial Institution(s)/Banks for financial assistance and funding of the Project.
- 4.4.3. Under no circumstance the building or facilities constructed or installed by SSCL / Licensor at the Licensed Site(s) shall be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favor of any person, including the Lenders / Financial Institution(s) / Banks etc.
- 4.4.4. Further, it is clarified that the Licensee will be completely responsible for any loss of life or property in case of an emergency and/or due to the non-functioning of any system, including but not limited to the fire safety system that is exclusively under scope and control of Licensee. The SSCL shall not be responsible for any loss of life and property in premises due to any reason including but not limited to malfunctioning of the fire system in case of any fire emergency within the Licensed site. The Licensee would have to prepare all documents as required by the civic/statutory agencies and submit the same to SSCL.

ARTICLE 5 - LICENSE FEE

- 5.1. Commencement of License fees shall be paid after completion of rent-free grace period of 90 days for the Commercial Space more fully detailed in Annexure-1 The Licensee voluntarily and unequivocally agrees not to seek any claim, compensation on, damages or any other consideration whatsoever on account of not taking over physical possession of the Commercial Space on date of deemed handing over, if applicable.
- 5.2. The vacant Commercial Space as mentioned in Annexure-1 shall be handed over by Shillong Smart City Limited (Date) [on the same date of execution of the license agreement].
- 5.3. The actual area of license space (Total Built-up Area) shall be decided based on the as-built drawing issued during the handover/takeover stage, and the decision of the Licensor shall stand final. The Licensee voluntarily and unequivocally agrees not to seek any claim compensation or any other consideration on this account. In case there is any variation between the total built-up area as mentioned in the bid document and actual area of handover, the License Fee shall be adjusted on a pro-rata basis accordingly. The Licensee voluntarily agrees not to seek any claim compensation or any other consideration on this account. The Licensee shall be bound to take over the commercial space as per the actual area. Moreover, the successful Bidder/ Licensee shall not be entitled to demand reduction in area.
- 5.4. **LICENSE FEE:**
 - 5.4.1. The License Fee per month for the License Space shall be as quoted by the Licensee in the Bid Form.
 - 5.4.2. Along with License Fees, Licensee shall also pay other dues i.e. statutory dues/liabilities, electricity and water consumption charges, damages /penal charges if applicable, pending arrears if any, etc. as applicable from time to time.
 - 5.4.3. The License Fee shall be paid to SSCL on a Quarterly basis in advance to SSCL before 10 days of end of term (three months) without expecting any specific demand notice from SSCL. The License Fee shall be payable to the following account of SSCL.

Account Title: Shillong Smart City Limited GOM Funding

Bank Account Number: 50100660470124

Name of the Bank: HDFC Bank

IFSC: HDFC0004727

Branch: Meghalaya Secretariat

Address:

Crescens Building, M.G Road,

Opp. Meghalaya Main Secretariat, Shillong: 793001

- 5.4.4. The Licensee agrees voluntarily and unequivocally to make all payments to SSCL as may be due before the due date, without waiting for any formal advice from SSCL. In the event of non-receipt of any invoice, the Licensee agrees to collect the same from the office of the authorized representative of the Licensor.
- 5.4.5. The Licensee shall advise the details of payment deposited with SSCL. In the case of non-submission of such details, initially Third-Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of SSCL), then other dues/ liabilities like electricity, other utility charges, etc, if not paid by the Licensee and lastly License fee shall be accounted for.
- 5.4.6. The License Fees shall be increased by 15% on compounding basis after completion of every three years from the date of commencement of License Period.
- 5.4.7. Allotted space which has been handed over to the Licensee under this Agreement will be kept in good condition and maintained properly by the licensee at their own cost.

- 5.4.8. If the Licensee fails to pay or partly pay the License Fee and other dues required to be paid as per terms and conditions of the License Agreement by the due date, a 30 days cure notice period will be given to pay the outstanding License Fee and other dues along with an interest of 24% (Twenty Four percent) per annum. Such interest shall be charged on outstanding dues for the actual day(s) of delay in payment.
- a) If the Licensee fails to deposit the outstanding License Fee and other dues within 30 days of cure notice, SSCL shall be entitled to issue a Termination notice to make payment of the outstanding License Fee and other dues within next 15 days.
 - b) In the event of Licensee failing to deposit the outstanding License Fee and other dues within 15 days from the date of issue of termination notice, it shall constitute material breach of contract and Licensee's event of default under this Agreement and shall entitle SSCL to terminate the License Agreement as per provisions stipulated in Article-10 of the License Agreement and shall restrict the access of the Licensee to the subject site. After such termination, SSCL shall forfeit Interest Free Security Deposit deposited by the Licensee and recover SSCL's dues without prejudice to take such other action available to SSCL under this Agreement and as per Law.

5.5. EXTENSION OF DATE OF COMMENCEMENT / LICENSE PERIOD

- 5.5.1. If in the event of, the progress of work being delayed by any act or neglect of SSCL or its employees or by other contractor / Licensee employed by SSCL or in executing the works on which Licensee's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Licensee's own default etc., then upon happening of any such event Licensee shall immediately bring it to the notice of SSCL within 30 days of happening of such an event and accordingly either Commencement Date or License Period individually or in combination may be extended suitably, as in the opinion of SSCL are reasonable having regard to the nature and period of delay and the type and quantum of works affected thereby.
- 5.5.2. Apart from above, the Licensee shall not be eligible for any other relief/ compensation for works so carried forward to the extended period of time. In addition, the Licensee shall also make constantly its best endeavours to bring down or make good the delay and shall do all that may be reasonably required to the satisfaction of SSCL to proceed with the works.
- 5.5.3. Any failure or delay by SSCL to provide the Licensee possession of the licensed site(s), or to give the necessary permission or necessary drawings or instructions or any other delay caused by the SSCL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the License Agreement or alter the character thereof or entitle the Licensee to any damages or compensation.
- 5.5.4. Nevertheless, in the event of the delay being due to reasons attributable to the Licensee, or its failure to complete its obligations within the specified time as per the License Agreement, for reasons other than the reasons attributable to SSCL, the Licensee shall not be entitled for any extension of date of Commencement Date or License Period whatsoever.
- 5.5.5. In case of extension of period by SSCL/Licensor, the escalation of rental will be applicable from the Commencement Date only.

5.6. SECURITY DEPOSIT

- 5.6.1. The Licensee shall submit an Interest Free Security Deposit to the SSCL for a sum equivalent to INR ___ (Rupees ___ only) for the said Licensed Space(s) with a validity of three years. This Security Deposit shall be submitted within 15 days of issue of the LOA. The Security Deposit shall be in the form of an unconditional and irrecoverable Bank Guarantee in favor of "Shillong Smart City Limited", drawn on any Public Sector Bank and payable /encashable at Shillong. The Bank Guarantee for Security Deposit shall be submitted or be renewed for a sum equivalent to one year's License fee of the following year with a validity of three years.
- 5.6.2. The Security Deposit would however be forfeited in case of any "Event of Default" as described in the License Agreement and/or in accordance with terms specified elsewhere in the bid document.
- 5.6.3. Upon the SSCL/Licensor being of the view that the Licensee has committed any breach or default of this Agreement, SSCL/Licensor shall, without prejudice to its other rights and remedies hereunder or in law,

be entitled to en-cash and appropriate the relevant amounts from the Security Deposit as loss/damages for such breach or default. Upon such encashment and appropriation from the Security Deposit, the Licensee shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Security Deposit, and in case of appropriation of the entire Security Deposit provide a new Security Deposit, as the case may be, and the Licensee shall, within the time so granted, replenish or furnish fresh Security Deposit as aforesaid failing which SSCL/Licensor shall be entitled to terminate this Agreement and forfeit the remaining amounts of the Security Deposit, if any.

- 5.6.4. The Licensee agrees and undertakes to keep the Security Deposit valid on roll over basis throughout the License Period till the end of the License Period plus 180 days thereafter. The Security Deposit shall not carry interest.
- 5.6.5. The said Security Deposit shall be returned by SSCL/Licensor after the expiry of the License Period without any interest subject to fulfilment of all handing over obligations/requirements by the Licensee, to the satisfaction of SSCL/Licensor and further subject to deductions/adjustment for all damages/losses suffered by SSCL /Licensor
- 5.6.6. If the Licensee defaults in any Quarterly License Fee for more than 45 (Forty Five) days from the due date as per the provisions of this Agreement, SSCL/Licensor shall be entitled to en-cash the Security Deposit without being liable in any manner whatsoever to the Licensee and to appropriate the Security Deposit as “damages”, without prejudice to other rights and claims of the SSCL/Licensor in which case the Licensee shall replenish the Security Deposit to the original value or submit a new Bank Guarantee for the original value i.e. equivalent to 100% of one year License.
- 5.6.7. In case after submission of the revised Security Deposit, the Licensee defaults second time in recurring payment, SSCL/Licensor at its sole discretion, shall be entitled to terminate this Agreement in accordance with the provisions of Article 10, without being liable in any manner whatsoever to the Licensee and to appropriate the Security Deposit as predetermined “damages”.

5.7. TAXES AND OTHER STATUTORY DUES

- 5.7.1. The property tax applicable, if any, on the property of SSCL shall be borne by SSCL.
- 5.7.2. Goods & Service tax (GST), as applicable time to time, shall be borne by Licensee.
- 5.7.3. All other statutory taxes (including GST), statutory dues, local levies, as applicable shall be charged extra and shall have to be remitted along with the License Fees for onward remittance to the Government. The Licensee indemnifies SSCL from any claims that may arise from the statutory authorities in connection with this License for the License period if the same is raised by the concerned authorities in future.
- 5.7.4. Payment of all stamp duties required to execute this License Agreement shall be borne by Licensee.

5.8. SITE SAFETY AND SECURITY MEASURES

- 5.8.1. The Licensee is required to make its own arrangement for firefighting which shall conform to the IS Code of Practice/fire services norms of the State and all other applicable statutory bodies.
- 5.8.2. The Licensee shall comply with all safety regulations as applicable, in its design, access arrangements and operations on Project Site.
- 5.8.3. The Licensee shall be responsible at its cost, for procurement, transport, receiving, unloading and safe keeping of all plant and machinery, equipment, materials and other things required for the construction and operation and maintenance of the facilities.
- 5.8.4. Unless otherwise stated in this Agreement:
 - a) The Licensee shall ensure not to allow any unauthorized person to enter into the Project Site except authorized person.
 - b) The authorized persons during the construction phase shall be limited to the employees of the Licensee, employees of subcontractors of the Licensee, and employees and persons authorized by SSCL/Licensor.
- 5.8.5. Employees/staff of the Licensee shall not be deemed or construed to be the employees of SSCL/ Licensor. The Licensee undertakes that its employees/staff shall make no claim against the SSCL/Licensor for any reason whatsoever, throughout the License Period. Further, the Licensee also agrees that the

SSCL/Licensor shall not be liable for any accident/injury or claims of the workers/employees employed by it or by its contractor/sub- contractors during the execution of the development works, under this Agreement, throughout the License Period.

- 5.8.6. If during the License Period, any loss of property and/or loss of life takes place, the Licensee is only responsible for the same and liable for payment of damages/compensation etc. and SSCL/Licensor shall not be liable for any such claims. The Licensee would be responsible including the payments arising out of any third-party claims. The Licensee is advised to procure necessary insurance for meeting such liabilities at its own cost and a copy of the same shall be submitted to the Licensor for verification.
- 5.8.7. The Licensee shall be solely liable for the above-mentioned obligations/responsibilities. In case any liability, on account of the Licensee's failure to comply with the above, falls on SSCL/Licensor, the Licensee shall fully indemnify SSCL/Licensor and holds the Licensor indemnified against non-compliance of any such obligations/loss/damages etc.
- 5.8.8. The Licensee shall prepare the necessary safety Policy as per the industrial practice and as per the safety rules and regulations as applicable Government of Meghalaya. and submit a copy of the same to the Licensee before execution of construction / any interior work at the site.
- 5.8.9. The Licensee shall carry out all routine checks and maintenance or repair works with adequate advance notice in such a planned manner at regular intervals that there shall be minimal disruption of the operations of the nearby area and the SSCL/Licensors station/property.
- 5.8.10. SSCL /Licensor may inspect the Project Site and project facilities at any time for its own assessment of the compliance by the Licensee with its maintenance obligations under this Agreement. The Licensee shall extend all reasonable assistance to the SSCL/Licensor representatives during such inspection visits.

ARTICLE 6- FITTING-OUT, OPERATION AND MAINTENANCE OF COMMERCIAL SPACE

6.1. Approval of Plan- Submission of drawings:

- 6.1.1. The Licensee shall commence fitting-outs only after submitting the electrical, plumbing, mechanical, fire, fit-out drawings, etc. as applicable to SSCL.
- 6.1.2. The submission shall be fully dimensioned plans both hard copy and soft copy (in .dwg file format) showing the floor plan together with elevations and cross-sections of the new and existing works. Construction, height, dimensions and material of partition boundaries are to be indicated.
- 6.1.3. There shall be a title block at the bottom right-hand corner of the drawings giving full information on the location of the licensed premises and the licensee's name and address.
- 6.1.4. The Licensee is not allowed to start fitting-out works without obtaining the requisite approvals from SSCL.
- 6.1.5. Any changes required after SSCL's comments on the drawings must be amended to and should be resubmitted to SSCL for further comments until final approval to commence works is obtained.
- 6.1.6. Upon completion of fitting-out works, the Licensee is required to submit to SSCL paper prints of all architectural, civil & structural, mechanical & electrical, plumbing and fire protection "as-built" drawings for records.

6.2. Contents of Submission: The submission shall comprise the following

- 6.2.1. Key Plan: Showing the location of licensed premises.
- 6.2.2. Preliminary Floor Plans: Indicating interior layout and all materials and finishes. All new works shall be colored (in dark color). All existing works proposed to be demolished or dismantled shall be shown in broken lines.
- 6.2.3. Reflected Ceiling Plans: indicating ceiling access panel locations, ceiling materials, various heights, locations and types of all existing and proposed light fitting, mechanical and electrical installations. The furniture layout shall be included in the reflected ceiling plans.
- 6.2.4. Catalogues and Cut-outs: Light fixtures or sketches of custom light fittings are to be provided.
- 6.2.5. Mechanical and Electrical Drawings: Indicating connected electrical load (example: single line diagrams), total heat load, total cooling and air conditioning load requirements, weight and location of heavy equipment or construction material.
- 6.2.6. Typical interior sections with all materials and finishes indicated.
- 6.2.7. All plans shall be signed, stamped and dated by the Licensee.
- 6.2.8. The Licensee shall bear all costs and expenses incurred by its submissions.
- 6.2.9. SSCL will review drawings and advise the Licensee as to whether the drawings are "Accepted as Noted" or "Not Accepted with Comments". The Licensee must incorporate the SSCL's comments and proposed solutions, if any, into the final drawings.

6.3. Design and Construction Guidelines:

The Licensee shall ensure that design construction strictly complies with building regulations and shall not deviate from the approved building plan as shared by SSCL.

6.4. Building and Structural Works:

- 6.4.1. If the Licensee does not, for any reason, take possession of the Licensed Premises on the date of possession, the Licensee shall nevertheless be deemed to have taken possession of the Commercial Space as detailed in Annexure- 1
- 6.4.2. During the handover, the licensee and SSCL shall jointly inspect the Licensed Premises and complete the form, "Handover of Licensed Premises" (Refer to Annexure – 2).
- 6.4.3. Any delay in carrying out or completing the Licensee's works in the licensed Premises whether caused by any failure to obtain authorities' approvals, shall not be grounds for postponing the commencement of the Term or payment of the License Fee as stated in the Agreement.

6.5. Commencement of Site works:

The Licensee shall commence the relevant site works after obtaining the following

- 6.5.1. Written approval on the final drawing submissions.
- 6.5.2. Permit to Work (PTW).

6.6. Authorized Representative of the Licensee

- 6.6.1. The Licensee shall appoint and station a full-time site supervisor, throughout the duration of fitting-out works for the purpose of managing workmen engaged in the licensed Premises and receiving instructions during any emergency.
- 6.6.2. Prior to commencing site works, Licensee and/or their authorized representatives are requested to submit a list of their contractors/sub-contractors and their employees to SSCL.
- 6.6.3. The Licensee and its contractors/sub-contractors shall prevent their workers from causing or creating a nuisance. In the event of the contractors' workers causing or creating a nuisance or persistently ignoring SSCL's instructions, SSCL and its employees reserve the right to request these workers to leave the site.
- 6.7. No storage of flammable material on site.
- 6.8. **Spot Checks / Repair Works:** SSCL reserves the right of entry into the licensed Premises to make spot checks or conduct repair works as and when required. Any instruction given by SSCL or its representatives shall be observed by the Licensee.

6.9. Unless otherwise stated in this License Agreement:

- 6.9.1. Upon handover, the Licensee shall be responsible for keeping unauthorized persons off the licensed space(s).
- 6.9.2. Authorized persons shall be limited to the employees of the Licensee, employees of sub-contractors of the Licensee, and employees and persons authorized by SSCL.

6.10. Completion of Fitting-out works:

The Licensee shall notify SSCL for a joint inspection to verify that the Fitting-Out work is completed satisfactorily.

6.11. Responsibility of the Licensee during construction / operational period

- 6.11.1. The Licensee shall ensure that no structural damage is caused to the existing building and other permanent structures as a result of his activities.
- 6.11.2. The Licensee shall be responsible for the safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof.
- 6.11.3. No material is stored or kept outside the site or in the common area meant for the movement of persons.
- 6.11.4. The Licensee shall be responsible for all damage to the common areas like flooring, lift cars etc., during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works shall be taken care by the Licensees.
- 6.11.5. The Licensee shall strictly comply with the safety procedure, measurement, and guidelines.

6.12. Maintenance & Repairs:

- 6.12.1. The Licensee shall bear the cost of minor day-to-day repairs, annual refurbishing and routine special repairs to space comprising Commercial Space.
- 6.12.2. Any major repairs (structural defects) in the existing building due to its constructional defects shall be the responsibility of SSCL.

6.13. Operation of Commercial Space:

- 6.13.1. The Licensee shall ensure that fire detection and suppression measures installed inside his premises are kept in good working condition at all times.
- 6.13.2. The Licensee voluntarily and unequivocally agrees to provide unfettered access to the fire officer & other officials of SSCL 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 & other officials. Noncompliance may be treated as a breach of contract and the License shall be terminated.

- 6.13.3. 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 SSCL electrical inspector/authorized representative must be complied with. Any cost/s associated with the implementation of such instruction shall be borne solely by the Licensee.
- 6.13.4. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instruction issued by the SSCL, fire officer, electrical inspector, security officer or their authorized representatives from time to time.
- 6.13.5. The Licensee shall keep and maintain the licensed 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 a new proper structure after due certification from a reputed agency. In case of any incident/injury caused due to error/ omission attributable on the part of the Licensee, the Licensee shall be responsible for all compensation.
- 6.13.6. 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 metro operations, passenger safety, commuter's convenience, safety of metro properties and its assets. In case of a serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or SSCL employees or loss to SSCL property, it shall constitute a material breach of contract and be considered Licensee's event of default that shall entitle SSCL to terminate the License Agreement with 30 days written notice.
- 6.13.7. The Licensee shall ensure safety and security of the allotted Commercial Space during the tenure of the License period and SSCL shall not take any responsibility in this regard.
- 6.13.8. Deliberate or wilful non-compliance of SSCL's written instructions for a period of 90 days shall constitute Material breach and Licensee event of default that shall entitle SSCL to encash the Security Deposit and or terminate the License Agreement after giving 30 days' notice to the Licensee. Such termination of the License Agreement and forfeiture of the Interest Free Security Deposit by SSCL shall be without prejudice to any other damages, rights or remedies applicable under the law in its favor.
- 6.13.9. The overall control and supervision of the premises shall remain vested with SSCL 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 the fulfilment of the other terms and conditions of the License Agreement.

ARTICLE: 7- RIGHTS AND OBLIGATIONS

7.1. Licensee's Obligations:

- 7.1.1. The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:
 - 7.1.2. To obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all commercial activities or infrastructure facilities including but not limited to interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.;
 - 7.1.3. The Licensee shall be responsible to complete the interiors, furnishings and fit outs, facilities, services, infrastructure and any other requirements of the licensee.
 - 7.1.4. To operate and maintain the licensed area at all times in conformity with this Agreement;
 - 7.1.5. To furnish "As Built Drawings" of the premises within 30 days of completion of construction work.
 - 7.1.6. To ensure that no structural damage is caused to the building/structures handed over by SSCL as a result of his activities or any of its agents, contractors, etc.;
 - 7.1.7. To take all reasonable steps to protect the environment (both on and off the licensed Commercial 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.
 - 7.1.8. Licensee shall be solely responsible for the facility management of the Licensed Area including maintenance of the Licensed areas, Security, Solid/liquid waste management and energy conservation. The costs towards facility management of the Licensed area shall be borne by the Licensee/Sub Licensee/Contracts. SSCL shall not be responsible for management/operation/maintenance of the Licensed area.
 - 7.1.9. The Licensee is to have the audit of their entire Electrical systems & HVAC System done on a half yearly basis by an authorized Electrical Engineer and provide a certificate certifying that all the electrical installations including insulation resistance are in good and safe working condition and does not have any possibility of short circuit and becoming a fire source.
 - 7.1.10. The Licensee have to the audit the structural stability of developed structures by a certified structural engineer and shall submit an annual structural maintenance audit report to SSCL.
 - 7.1.11. To duly supervise, monitor and control the activities of contractors, agents, etc., if any, under their respective License Agreements as may be necessary.
 - 7.1.12. To take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims; The Licensee is solely responsible for all the cases arising due to accident/death during execution of contract/completion of work.
 - 7.1.13. 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 Licensed Space or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement.
 - 7.1.14. To keep the Licensed Commercial Space free from all unnecessary obstruction during the execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes the least inconvenience to SSCL's activities.
 - 7.1.15. At all times, to afford access to the Licensed Commercial Space to the authorized representatives of SSCL, other persons duly authorized by any Governmental Agency having jurisdiction over the business of Licensed Commercial Space, to inspect the Licensed Commercial Space and to investigate any matter within their authority and upon reasonable notice; and
 - 7.1.16. To hand over the Licensed Commercial Space to SSCL upon Termination of the Agreement in accordance with the 5.10 clause of the RFP.
- 7.2. The Licensee shall be solely and primarily responsible to SSCL for observance of all the provisions of this License Agreement on behalf of the Licensee, its employees and representatives and their employees and agents and any person acting under or for and on behalf of the Licensee; contractor(s) appointed for the

Licensed Commercial Space as fully as if they were the acts or defaults of the Licensee, its agents or employees.

- 7.3. The Licensee shall comply with all prevailing rules and regulations & its amendments.
- 7.4. No tenancy/sub-tenancy is being created by SSCL 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 rights, which are set out in this Agreement are only in the nature of License in relation to the finished premises.
 - b) The relationship between SSCL 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 SSCL 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.
- 7.5. The Licensee shall not assign or alienate any of its rights or interest in this Agreement in favour of any company/person at any time and for any reasons whatsoever.

7.6. RIGHTS OF THE LICENSEE:

Notwithstanding the other rights granted to the Licensee under this License, the Licensee shall have the following specific rights in connection with the demised premises and areas appurtenant thereto:

- 7.6.1. **Alterations, Modifications and Additions:** The Licensee shall not make any structural alteration in and to the demised premises without the written permission of the Licensor. The Licensor agree and confirms that Licensee shall, at all times during the Term and only with the prior express approval of the Licensor, be entitled to renovate, after and add structural modifications to the demised premises, in accordance with the all laws and at the Licensee's own expense; without any right, title or claim thereto or for reimbursement of any such cost and expenses at any or all times provided however such, renovation, alteration does not adversely affect the demised premises in any manner whatsoever. The Licensee shall not put up any permanent structure internally or externally in the demised premises without the express written consent of the Licensor.
- 7.6.2. The Licensee with prior approval of the Licensor may fix in the demised premises all such fixtures which are required to be fixed as deemed necessary by the Licensee including sun blinders, electrical switches, ceiling fans and the like fixtures for the better use of the demised premises at the cost and expense of the Licensee. The Licensor may permit the Licensee to install or fix all such fixtures deemed necessary by the Licensee including installations like lights, fans, carpets, curtains, partitions, cabins, computers, word processors, fax, telephones, office equipment, telephone exchange and other fittings, fixtures and paraphernalia for the better use of the demised premises for its business as the Licensee may think fit from time to time entirely at the cost and expense of the Licensee and the Licensee shall remove at its own cost and expense all such installations on the determination on termination of the License.
- 7.6.3. **Signage:** The Licensor hereby authorizes the Licensee to affix/display its name boards, signage, banners etc at mutually agreed locations (s) and subject to the Licensee obtaining from the statutory authorities such permits as may be required under Applicable Laws at the Licensee's own cost.
- 7.6.4. **Power and Backup:** The Licensor shall provide the Licensee with necessary power back-up as per the requirements of the Licensee and in case of any additional load requirement as determined by the Licensee from time to time, the Licensor shall make all arrangements to provide such additional load, but at the cost of the Licensee. It is agreed that at the time of vacating of the demised premises, the Licensor shall reimburse the additional security deposit if any paid by the Licensee, after collecting the same from the concerned department.

- 7.6.5. Energy Meter: The Licensor will provide a separate and exclusive dual-source (raw power and DG power) energy meter for the demised premises and the Licensee shall only make payments for units consumed by the Licensee as per the meter reading of the separate and exclusive meter so provided.
- 7.6.6. Access to shafts: The Licensor will facilitate and make all arrangements that may be necessary and agree that the Licensee shall have the right to access the building's shafts for running the electric cables, VSAT Cables, telephone lines etc.
- 7.6.7. Sewerage: The Licensor affirms and represents that all sewerage requirements for the building have been complied and that in the event of any problem faced by the Licensee, the Licensor shall undertake to rectify the same, failing which the Licensor shall indemnify the Licensee against all costs, expenses, damages incurred/sustained as a result of such default.
- 7.6.8. Water: The Licensee shall make necessary arrangements for the procurement of water on a day-to-day basis.
- 7.6.9. Common Areas: The Licensor shall make all arrangements that may be necessary and agrees that the Licensee shall be entitled to use of common areas i.e. staircase and common entrances etc.
- 7.6.10. Access to demised Premises: The Licensor shall have no objection to and shall ensure that the Licensee, its employees, officers or visitors have clear and uninterrupted access to the demised premises 24 hours a day 7 days a week.

ARTICLE: 8 - INDEMNITY AND INSURANCE

- 8.1. The Licensee hereby undertakes to indemnify and hold SSCL 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, any other agreement entered into between the Licensee and end user.
- 8.2. The Licensee hereby undertakes to indemnify SSCL 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 including operation of all facets of commercial activities and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 8.3. The Licensee hereby undertakes that SSCL shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Licensee or any of his contractors/ sub-contractors. The Licensee shall indemnify and keep indemnified SSCL against all such damages and compensation, all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 8.4. The licensee must strictly comply with all the provisions of The Employee's Provident Fund Act 1952, The Employee's State Insurance Act 1948, Minimum Wages Act 1948, and all other Labor Laws & Regulations in force including but not limited to the Contract Labor (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment and compliance under these Acts. Failure to comply with these acts shall attract a penalty as per provisions. The Licensee shall indemnify SSCL Administration for any loss and damages suffered due to violation of its provision.
- 8.5. The Licensee hereby indemnifies SSCL against any loss, damage or liabilities arising as a result of any act of omission or commission on the part of the Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 8.6. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with the employment of its personnel in the said premises. The Licensee hereby indemnifies SSCL against any liability arising in connection with the employment of its personnel in the said premises by the Licensor.
- 8.7. The Licensee shall indemnify SSCL from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.
- 8.8. The Licensee shall indemnify SSCL from any damages to be incurred if, at the end of the license period, the licensed Commercial Space is not handed over to SSCL in good condition as required under this agreement.
- 8.9. The Licensee shall indemnify SSCL from any serious accident caused due to negligence of the Licensee, resulting in loss to SSCL property.
- 8.10. The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless SSCL, SSCL's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable Laws and Applicable Permits.
- 8.11. The Licensee shall indemnify and keep indemnified SSCL 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.
- 8.12. 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 SSCL premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. In addition, the licensee shall bear the cost of insuring all the assets including the building, SSCL's movable assets, furniture and fixtures.

ARTICLE: 9 - FORCE MAJEURE

9.1. Force Majeure Event

Any of the following events resulting in a material adverse effect on the execution of the Project despite all efforts and prudence by the Licensee shall constitute a Force Majeure Event

- 9.1.1. Earthquake, flood, inundation, landslides, pandemic, epidemic.
- 9.1.2. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances.
- 9.1.3. Fire caused by reasons not attributable to the Licensee.
- 9.1.4. Acts of terrorism.
- 9.1.5. War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- 9.1.6. Strikes or boycotts, other than those involving either of the Licensee, its subcontractors or their employees, agents, etc.; and
- 9.1.7. Any other similar events beyond the control of the Party.

9.2. Notice of Force Majeure Event

As soon as practicable and in any case within 3 days of the date of occurrence of a Force Majeure Event or from the date of knowledge thereof, whichever is earlier, the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (the "Affected Party") shall notify the other party of the same, setting out, inter alia, the following in reasonable details:

- 9.2.1. The nature and extent of the Force Majeure Event.
- 9.2.2. The estimated Force Majeure Period.
- 9.2.3. The nature of and the extent to which, the performance of any of its obligations under this Agreement is affected by the Force Majeure Event.
- 9.2.4. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- 9.2.5. Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.

9.3. Performance of Obligations

The Affected Party shall be excused from the performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- 9.3.1. Due notice of the Force Majeure Event has been given to the other party as required by the preceding Clause 10.2.
- 9.3.2. The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event.
- 9.3.3. There shall be no termination of this Agreement on account of Force Majeure except as provided in Clause 10.5.
- 9.3.4. Where the Licensee is the affected party, the various deadlines set forth in this Agreement and the License Period shall be extended by the period for which such Force Majeure Event subsists.
- 9.3.5. When the affected party is able to resume the performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume the performance of its obligations hereunder, the non-issue of such notice is no excuse for any delay for resuming such performance.
- 9.3.6. The Affected Party shall continue to perform such obligations which are not affected by the Force Majeure Event, and which are capable of being performed in accordance with this Agreement; and

9.3.7. Any insurance proceeds received by the Licensee shall be entirely applied/ appropriated to repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to by SSCL/Licensors

9.4. **Cost for remedying Force Majeure**

Event Upon occurrence of a Force Majeure Event, the Licensee shall as soon as possible, take all necessary actions to cure the Force Majeure Event at its own cost and expense.

9.5. **Termination due to Force Majeure Event.**

If a Force Majeure Event subsists for a period of more than 180 days or more within a continuous period of 365 (three hundred sixty-five) days, either Party may in its sole discretion terminate this Agreement by giving 30 (thirty) days termination notice in writing to the other Party without being liable in any manner whatsoever.

ARTICLE 10 - LICENSE TERM AND LICENSE TERMINATION

This Agreement shall continue to operate and be binding on the Parties for the License Period of 15 (Fifteen) years from the date of signing of Agreement (Compliance Date), unless terminated earlier.

10.1. TERMINATION BY SSCL/LICENSOR

SSCL/Licensor, in its sole discretion, may terminate this Agreement due to any of the following events of default by the Licensee (hereinafter called the "Licensee Event of Default"):

- 10.1.1. The Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of this Agreement unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to SSCL/Licensor without any contributory factor of the Licensee;
- 10.1.2. If at any time during the License Period, any payment, assessment, charge, lien, penalty or damage herein specified to be paid by the Licensee to SSCL/Licensor, or any part thereof, shall be in arrears and unpaid for a continuous period of more than 45 days after the actual due date;
- 10.1.3. The Licensee has failed to submit a Security Deposit for a renewed amount 1 month before the date of the expiry of the existing Security Deposit.
- 10.1.4. Any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
- 10.1.5. The Licensee has engaged or knowingly has allowed any of its employees, Sub Licensee, agents, contractor or representative 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.
- 10.1.6. The Licensee has been adjudged as bankrupt or become insolvent.
- 10.1.7. The Licensee has created any encumbrance, charges or lien in favor of any person or agency, over the Licensed Area, save and except as otherwise expressly permitted under this Agreement.
- 10.1.8. A resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- 10.1.9. 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 NCLT of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior written consent of SSCL/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;
- 10.1.10. The Licensee has abandoned the Project.
- 10.1.11. The shareholding pattern of the JV/Consortium (being the Licensee) has been changed without obtaining prior written consent from SSCL/Licensor.
- 10.1.12. In case the Licensee or its Sub-Licensee had entered into any further Sub-License
- 10.1.13. Agreement without the prior written consent of SSCL/Licensor; Provided that SSCL /Licensor shall give to the Licensee 30 days' time to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the SSCL/Licensor within 30 days, the event will not be considered as a Licensee Event of Default. In the event of default, above, the Licensor shall be entitled to terminate this Agreement at any point of time in its sole discretion by giving 15 days' notice period to the Licensee". This Agreement shall thereafter automatically stand terminated notwithstanding any further action by either Party. The Licensee shall incorporate these termination clauses in the agreement of sub-License as well. All such sub-license agreements will automatically stand terminated once this Agreement is terminated.

10.2. CONSEQUENCES OF TERMINATION

Without prejudice to any other consequences or requirements under this Agreement or under any law, the following consequences shall follow upon Termination:

- 10.2.1. The Licensee or Sub-Licensee shall cease to have any access to the licensed space(s). However, SSCL/Licensor at its own discretion may allow the Sub Licensees/ end users to continue to have access on mutually negotiable terms & conditions.
- 10.2.2. Surrender all its rights on the Licensed Space(s). Transfer all its rights, titles and interest in or over the assets comprised in the Licensed Space(s) which are required to be transferred to SSCL/Licensor in accordance with this Agreement and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.
- 10.2.3. The Licensed Space(s) shall have been renewed and cured of all defects and Deficiencies as necessary so that the Licensed Space(s) is in accordance with the specifications & standards as per the terms of this Agreement.
- 10.2.4. Hand over to SSCL / Licensor all documents including as-built drawings, approvals, no objection letters/certificates, manuals and records relating to development, operation and maintenance of the Licensed Space(s) in original and a certificate from his statutory auditors certifying zero financial encumbrance on the Licensed Space(s);
- 10.2.5. At its cost remove from the Licensed Space(s) all such moveable assets, which are not taken over by or transferred to the SSCL/Licensor.
- 10.2.6. At its own cost, immediately terminate the Sub-Leasing Agreements entered into with Sub-Licensees, without any liability on SSCL/Licensor. However, SSCL/Licensor may in its discretion, instruct the Licensee to assign the Sub-Leasing Agreement in favor of the SSCL/Licensor, if the SSCL/Licensor considers it appropriate to continue to provide access to the Sub-Licensee on the Licensed Space(s).
- 10.2.7. The Licensee shall, at its cost, transfer to SSCL/Licensor all such Applicable Permits, which the SSCL/Licensor may require, and which can be legally transferred.
- 10.2.8. It is hereby agreed between the Parties that the Licensee or the Sub- Licensee or any other person acting through or under them shall not remove any of the facilities at Licensed Space(s) including all equipment and other fixtures attached to the Licensed Space(s) as provided by SSCL and shall remove only movables which can be removed without causing any damage to the structure of the Licensed Area.
- 10.2.9. Both Parties shall at least give 05 months prior to the expiry of the normal License Period of 15 (Fifteen) years or sooner as the case may be, promptly agree upon the modalities and take all necessary steps to complete the aforesaid consequences of Termination.
- 10.2.10. Each Party shall pay the other Party the various payments due as on the date of Termination in accordance with this Agreement.
- 10.2.11. The Parties shall perform/dischARGE their respective obligations to be performed or discharged under the provisions of this Agreement on the Termination in entirety, and unless otherwise provided in this Agreement, the cost involved in the transfer contemplated shall be shared by the respective Parties.

10.3. RIGHTS OF SSCL/LICENSOR ON TERMINATION

Notwithstanding anything contained in this Agreement, SSCL/Licensor shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to termination/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 and/or Sub-Licensee in connection with the Licensed Space(s). Movable or immovable assets created by the Licensee shall vest with SSCL/ Licensor in case of termination.

10.4. RIGHT TO RE-MARKET THE SAID LICENSED SPACE(S) ON TERMINATION

Notwithstanding anything contained in this Agreement, SSCL/Licensor shall have the right to re-market the Licensed Space(s) on Termination of this Agreement for any reasons whatsoever.

10.5. SURRENDER OF LICENSED PROPERTY AFTER THE LICENSE PERIOD

After completion of the License Period licensee shall discharge their rights towards immovable properties, fit-outs and fixtures created during the license period and hand them over to Licensor/ SSCL.

ARTICLE: 11 - DISPUTE RESOLUTION

- 11.1. Negotiation and Amicable Settlement:** In the event of any dispute in connection with or arising out of this Agreement between the parties (“Disputes”), the parties shall firstly attempt to amicably resolve such disputes through negotiations and discussions.
- 11.2. Adjudication:** If any dispute between the parties is not resolved through negotiations and amicable settlement within 45 days of commencement of such negotiations, either party shall give notice in writing to the other party of its intention to refer such dispute to Adjudication.
- 11.3. Jurisdiction of Courts:** All Legal disputes are subject to the jurisdiction of Meghalaya High Court only.

ARTICLE: 12 - REPRESENTATIONS AND WARRANTIES

- 12.1. The Licensee represents and warrants to SSCL that:**
- 12.1.1.** It is duly organized, validly existing and in good standing under the laws of India.
 - 12.1.2.** It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.
 - 12.1.3.** It has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement.
 - 12.1.4.** It has the financial standing and capacity to undertake the commercial utilization of Licensed Commercial Space.
 - 12.1.5.** This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
 - 12.1.6.** 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;
 - 12.1.7.** 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.
 - 12.1.8.** 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.
 - 12.1.9.** 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.
 - 12.1.10.** No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to SSCL 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.
 - 12.1.11.** 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 SSCL shall not be liable for the same in any manner whatsoever to the Licensee.
 - 12.1.12.** The Licensee shall make its own arrangements in engagement of its staff and labor and shall at no point represent to or claim that the staff, labor is being recruited for and on behalf of SSCL. 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.
- 12.2. 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 SSCL of the same.
- 12.3. Licensor's Covenant** The Licensor hereby covenants with the Licensee and undertakes to observe and perform the following covenants:
- 12.3.1. Quite Enjoyment:** So long as the Licensee does not commit any breach of the terms of this License, the Licensor covenants with the Licensee to permit the Licensee to peacefully and quietly hold and enjoy the premises without any interruption or disturbance from or by the licensor or any person claiming under or in trust for the Licensor during the License Term and for such extended duration till the termination, as per the terms of this License. The Licensor hereby indemnify and agree to keep indemnified the Licensee saved, defended and harmless from and against all and any costs, expenses, charges, outgoings

and damages at all times arising out of any suit, eviction action, claim or demand whatsoever arising by reason of the Licensee relying upon the aforesaid covenant of the Licensor or otherwise.

12.3.2. Full Power & Authority: That the Licensor do have good and valid power, right and authority to grant the license hereby created in favour of the Licensee and that the demised premises are free and clear of any mortgages, encumbrances, liens or charges. The Licensor do hereby indemnify and agree to keep indemnified the Licensee saved, defended and harmless from and against all and any costs, expenses, charges, outgoings and damages at all times arising out of any suit, eviction action, claim or demand whatsoever arising by reason of the Licensee relying upon the aforesaid covenant of the Licensor or otherwise.

12.3.3. Commercial Use: That under the municipal zoning/user rules, the demised premises are capable of being used for commercial purpose and the Licensor has obtained all consents, permissions and approvals necessary in a law or otherwise for such purpose and the Licensor do hereby indemnify and agree to keep indemnified the Licensee saved, defended and harmless from and against all times arising out of any suit, eviction action, claim or demand whatsoever arising by reason of the Licensee relying upon the aforesaid covenant of the Licensor or otherwise.

12.3.4. Restriction on Sale: That the Licensor shall not sell, transfer or otherwise dispose of the demised premises or its interest therein, during the entire tenure of the license hereby created or any renewal thereof (if any) without informing the Licensee. The Licensor agrees and undertakes that this License shall continue notwithstanding any sale of the demises premises by the Licensor during the License Term or any renewal thereof of the License. Any sale of the demised premises shall be subject to the rights of the Licensee remaining intact and the sale of the demised premises shall be made subject to this License remaining in force. In such an event, if a new license is required to be executed and registered, the expenses towards stamp duty, registration charges, legal fee of advocates etc. shall be borne by the Licensor and the Licensee shall not be asked to vacate the demised premises under any circumstances.

ARTICLE: 13 - MISCELLANEOUS

- 13.1. All penalty amounts stipulated in the License Agreement shall become double after completion of every 2 (Two) years from the date of commencement of the License Agreement on a compounding basis.
- 13.2. The Licensee shall comply with the laws of land including The Meghalaya Public Premises (Eviction of Un-authorized Occupants) Act, 1980, Meghalaya State Pollution Control Board guidelines, building guidelines, fire norms etc. SSCL 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.
- 13.3. The 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 due in respect of such personnel employed/deployed by the Licensee. These personnel shall at no point of time be construed to be employees of SSCL and the Licensee shall be solely responsible for compliance with all labor laws which shall include all liabilities of the Provident Fund Act 1952, ESI Act 1948, Employee's compensation Act 2017, Minimum Wages Act 1948, Tamil Nadu's Shops & Establishment Act 1947 and other Labor Welfare Fund Act 1972 in respect of its personnel. The Licensee shall indemnify SSCL from any claims that may arise in connection with the above.
- 13.4. **Employees conduct:** The Licensee shall ensure that all persons employed by the Licensee behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations.
- 13.5. **Misuse:** The Licensee shall use the licensed space under the agreement only for those services as permitted by SSCL and under the purview of law. In case, the Licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and SSCL (Licensor) shall immediately terminate the said agreement. A list of prohibited activities in commercial space are listed in Annexure-16. All liabilities for misuse charges and misuse proceedings, if so initiated shall be that of the Licensee only. The Licensee shall indemnify and keep indemnified SSCL for any losses/ penalties on this account levied by any judicial/statutory authorities/courts.
- 13.6. **Severability:** In the event of any one or more of the provisions contained in this Agreement being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not in any way, be affected or impaired. Where the provisions of such Applicable Law may be waived, they are hereby waived by the Parties to the full extent permitted so that this Agreement shall be deemed to be valid binding and enforceable in accordance with its terms. If any provisions of this Agreement become invalid, the Parties agree to substitute for such invalid provision a new provision that serves the purpose of the invalid provision to the furthest possible extent.
- 13.7. **Amendments:** This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.
- 13.8. Notices: SSCL and Licensee voluntarily and unequivocally agree:
- 13.8.1. That any notice to be served upon SSCL shall be sufficiently served and given if delivered to:
Chief Executive Officer, Shillong Smart City Limited (SSCL),
House No. C/B-037, Top Floor, Centre Nongrim Hills,
Near JJ Cables, Shillong, East Khasi Hills District,
Meghalaya – 793003

- 13.8.2. 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 on the First page of the License Agreement or delivered in person to the authorized representative of Licensor.
- 13.8.3. 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, Polo Commercial Complex or by his duly authorized representative. All Notice shall be addressed as follows:
Enter the Polo Commercial Complex Address
- 13.8.4. No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.
- 13.9. **Waiver:** No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of this License shall be construed as a waiver of any right under or rising out of this License or acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the License.
- 13.10. **Clause Headings:** The section clause headings contained in this License are for the convenience of the parties and shall not affect the meaning or interpretation of this License.
- 13.11. **Copies:** This License Agreement is made in duplicate with the Licensor and Licensee retaining one set each. The Licensor shall retain one set of the stamped original License Agreement.
- 13.12. **Confidentiality:**
 - a) Both the Parties, their consultants and their respective employees or agents shall hold in strict confidence all information which is marked confidential to the other Party and not copy, reproduce, sell, assign license, market, transfer or otherwise dispose off, give or disclose such information to third parties and shall advise each of their employees who may be exposed to such confidential information of their obligations to keep such information.
 - b) Both the Parties shall be entitled to injunctive relief to restrain any such breach, whether threatened or actual of any of the provision of this Clause, shall be legally binding and shall survive the termination or expiration of this License.
 - c) The restriction includes, but is not limited to, using Party's name, likeness or logo ("Identity"). By way of example and not limitation, Licensee will not use Licensors identity, directly or indirectly, news/press releases or releases to any professional or trade publications without the aforementioned approval.

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.

..... - 2024

..... - 2024

Authorized Signatory

Authorized Signatory

FOR AND ON BEHALF OF FOR AND ON BEHALF OF LICENSEE Shillong Smart City Limited.

ANNEXURE – 1 - Prohibited Activities in Commercial Space

- i. Tobacco products & betel (Pan), Alcoholic beverages.
- ii. Firearms, firecrackers, hazardous and explosive chemicals, gases & pesticides, Petrol.
- iii. Other inflammable products.
- iv. Kerosene/Gas/coal-based cooking shall be prohibited (shall only be allowed at specific places like canteen/food court / etc.)
- v. Gas-based cooking may be allowed at specific locations with the condition of having a Gas bank at the ground floor subject to approval and technical feasibility including Fire NOC from the competent authority for the provision of Gas-based cooking at the Leased Commercial Space permitted by SSCL.
- vi. Raw non-vegetarian items.
- vii. Any product/ service the sale of which is unlawful/ illegal or demand or restricted for sale under any Indian act or legislation.
- viii. Any other product/ services as notified by the Government of India/ Government of Meghalaya/ Shillong Smart City Limited in the public interest or due to security/ safety reasons

ANNEXURE - 2 - Handing Over of Licensed Premises

Date: XX.XX.XXXX

Agreement No:

Fully Built-up Air-conditioned space Admeasuring ____ x ____ = ____ Sqft of commercial space, at Polo Commercial Complex, Shillong is handed over to the licensee, through Shri _____ of M/s _____ office at on (date) _____ at (time), In the presence of _____ Licensee hereby acknowledges the receipt and assumes all responsibility of the above-described site, as provided in the license Agreement, from the date and time stated above.

ANNEXURE - 3 - FORMAT OF SECURITY DEPOSIT` BANK GUARANTEE

(To be issued by a Scheduled Commercial Bank in India, on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO..... **dated**

This Deed of Guarantee made on this day of(month & year) by M/s. _____, a financial institution incorporated under the _____ Act and having its registered office at and Corporate office at _____ and branch / Zonal office at _____ (Name and address of Bank) _____ (hereinafter referred to as "the Bank" or "the Guarantor", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns)) of the one part

1. IN FAVOUR OF

Shillong Smart City Limited (hereinafter called "SSCL", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), having its registered office at House No. C/B-037, Top Floor, Centre Nongrim Hills, Near JJ Cables, Shillong, East Khasi Hills District, Meghalaya – 793003 of the other part; **Whereas** SSCL has accepted the Bid of M/s...(here in after referred to as the "Licensee", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) having its registered office at..... for the work of.....(Name of work).

And Whereas the Licensee under the terms of License Agreement is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs./-(Rupees Only) as Security Deposit and has thus requested the Bank to issue the said Bank Guarantee in favor of the SSCL. And Whereas, accordingly the Bank has agreed to guarantee to SSCL the obligations of the Licensee under the terms of the License Agreement, on the terms and conditions stated herein.

2. **NOW THIS GUARANTEE HEREBY WITNESS:**

- 1) The Bank, as primary obligor, on receipt of a written demand from SSCL, shall pay on the same day to SSCL the aforementioned amount of Security Deposit or part thereof, without demur, reservation, contest, recourse whatsoever and without need for ascribing any reason to the demand and without any reference to the Licensee. Any such demand made by SSCL shall be conclusive, final and binding on the Bank and the Bank shall pay the amount so demanded without demur notwithstanding any dispute/disputes raised by the Licensee in any suit or proceedings pending before any court Tribunal or Arbitrator/s relating thereto and the liability of the Bank under this Guarantee shall be absolute and unequivocal.
- 2) This Bank Guarantee shall be valid up to dd/mm/yyyy till the entire License Period and shall not be revoked by the Bank at any time without SSCL`s prior consent in writing. Further the Bank shall be liable to pay the guaranteed amount or part thereof under this guarantee only and only if SSCL serves upon the Bank a written claim or demand on or before dd/mm/yyyy.
- 3) This Guarantee is unconditional and irrevocable till such time SSCL discharges this guarantee by issuing a letter to the Bank in this behalf.
- 4) The Bank undertakes to pay the amount mentioned herein as principal debtor and not as a surety and the SSCL at its option, shall be entitled to enforce this guarantee during its tenure against the Bank, as a principal debtor in the first instance, without proceeding against the Licensee and notwithstanding any security or other guarantee that the SSCL may have in relation to the Licensee`s liabilities.
- 5) The Bank shall not be relieved from its obligations under this Bank Guarantee on account of any variations in the terms and conditions of the License Agreement or by extension of time granted to the Licensee or due to any postponement / non-exercise / delayed exercise of any of its rights by SSCL against the Licensee or omission on the part of SSCL or any indulgence by SSCL to the Licensee to give such matter

or thing whatsoever, which under the law relating to sureties would, but for this provision, have effect of so relieving the Bank.

- 6) The expression "Licensee", " Bank" and "SSCL" hereinbefore used shall include their respective successors and assigns. Also, the Guarantee shall not be affected by any change in the constitution of the Licensee or of the Bank.
- 7) Notwithstanding anything contained herein:
- a. The Bank liability under this bank guarantee shall not exceed Rs.(Rupees in words).
 - b. This Bank guarantee shall be valid up to dd/mm/yy
 - c. The Bank is liable to pay the guaranteed amount or part thereof only and only if the SSCL serves upon the Bank a written claim or demand on or before dd/mm/yy. (1year)

IN WITNESS WHEREOF I/We of the Bank have signed and sealed this guarantee on the.....day of.....month and year being herewith duly authorized.

For and on behalf of the Bank.

Signature of Authorized Bank Official:

Name..... Designation..... Stamp/Seal of the
Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named

Notes:.

1. *The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the „Bank Guarantee“.*
2. *The Bank Guarantee shall be from the Scheduled Commercial Bank based in India.*