

Section - 1

Draft License Agreement (To be executed after award of Contract)

THIS AGREEMENT made on the day of 20... at Noida, District Gautam Budh Nagar, Uttar Pradesh, Between Noida Metro Rail Corporation Limited (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India *represented by*(Designation of NMRC Official) *of the company, by virtue of his designation and authorization by Managing Director, NMRC* (hereinafter called as the First Party also referred as Licensor, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

M/s.....,a company/individual/sole proprietor(as applicable), having its registered office at.....represented by..... (herein after called the "Licensee", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part.

WHEREAS

NMRC, with a view to augment its earnings other than fare box revenue, had invited applications from interested parties for "**Licensing of Space for Vending Machine/ Kiosk at NMRC Metro Stations**" as per Policy Document _____. M/s_____ (**Name of Licensee**), the licensee, has been selected for Licensing Space for Vending Machine/ Kiosk at _____NMRC Metro Station with space code no._____for generating Non-Farebox Revenue. The licensee has accepted this contract for the execution and completion of the work.

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the License Agreement referred to.

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

The following documents shall be deemed to form part of and be read and construed as an integral part of this License Agreement, namely:

- i. Notice of Award (No.....) issued by NMRC on dated.....
- ii. Letter of Acceptance given by Licensee on datedto NMRC.
- iii. Handing Over note of the space
- iv. Any other admitted correspondence/ documents between NMRC and the Licensee.

The Licensee hereby covenants as follows: -

1. Noida and Greater Noida are being developed as the satellite towns to New Delhi. More and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. In addition to this, people also coming to these areas for better education, service and business opportunities. Therefore, there is a need of providing an efficient, reliable, fast and comfortable transportation system for the population intending to settle in these towns of Noida & Greater Noida. To fulfil the above requirement of efficient and reliable transportation system to the people of Noida and Greater Noida, Operation of Metro connectivity has already started on the Noida –Greater Noida Corridor. This corridor starts at Noida Sector-51 Metro Station in Noida and ends at Depot Metro Station in Greater Noida comprising of Twenty-One (21) Metro Stations. All Stations are elevated type i.e., above the ground level. This NGN corridor is well connected with DMRC's blue line service at Sec-52. Through this Metro Service, NMRC desires to provide a world-class Public Transportation System with state-of-the-art technology. NMRC has also undertaken to

capture value from real estate in such a manner that on one hand it gives sustainable additional revenue other than fare box collection to the corporation and on other hand facilitating NMRC commuters by providing one stop solution for most of their needs. It also provides incentive for private sector participant developers.

2. Licensee irrevocably agrees to make all payments including License Fee, GST & other taxes and dues etc. as per this Agreement as and when due, without delay or demur and without waiting for any formal advice/invoice from NMRC in this regard.
3. Licensee confirms having examined the potential/ locations of the space(s) in detail and fully understands and comprehends the technical & other requirements. The Licensee also confirms full satisfaction as to the business viability of Offered Space and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to NMRC under this License Agreement.
4. NMRC shall consider the following price, as per the policy document _____:

Sr. No	Name of Station	Space Code no.	Station Band	License fee (INR/sqm/month)(excluding GST)
1				

Note: GST/ any other tax/ charge shall be payable by the applicant in addition to the above License Fee.

5. In consideration of the payments to be made by the Licensee (**M/s**) to the Licensor (NMRC) as specified in this Agreement, the Licensee hereby covenants with the Licensor (NMRC) to execute the Works/Services therein in conformity in all respects with the provisions of the License Agreement and Notice of Award issued. "Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by Licensee which is not in line with the requirement of NMRC shall not be treated as a part of the License Agreement & shall not be binding upon NMRC in anyway whatsoever at any stage of work/service during execution or thereafter."
6. The courts at District Gautam Budh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

That Licensor (NMRC) and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

Signature of the Authorized Official
For and on Behalf of the Licensee

()
Name of the Official
Seal/Stamp of the Licensee
In the Presence of

Signature of authorized Official
For and on Behalf of the NMRC

()
Name of the Official
Seal/Stamp of the NMRC
In the Presence of

Sign of Witness 1 _____

Name _____

Address _____

Sign of Witness 2 _____

Name _____

Address _____

Sign of witness 1 _____

Name _____

Address _____

Sign of Witness 2 _____

Name _____

Address _____

Section - 2

Glossary/Definitions

- a. **"Addendum / Amendment"** means any written amendment / addendum /corrigendum to this agreement, from time to time issued by NMRC
- b. **"Agreement"** means the License Agreement to be executed between NMRC and the identified Licensee.
- c. **"Applicable Laws"** means all the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, 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
- d. **"Interest Free Security Deposit/ Performance Security"** means interest free amount to be deposited by the Licensee with NMRC as per terms and conditions of License Agreement as a security against the performance of the License Agreement post issuance of Notice of Award.
- e. **"License"** means the Commercial development Rights/Activities granted by NMRC to the Licensee at Metro Station under terms and conditions of the License Agreement.
- f. **"Licensee"** means the identified entity, who has executed the License Agreement with NMRC
- g. **"License Fee"** means the amount payable by the Licensee to NMRC as per terms and conditions of the License Agreement.
- h. **"License Period"** means a total contract period of License subsequent to expiry of fitment period after handing over of the space/premises/station.
- i. **"LOA"** means Letter of Acceptance given by licensee in response of the Notice of Award issued by NMRC.
- j. **"NMRC"** means Noida Metro Rail Corporation Limited (or "Corporation" or "Licensor")
- k. **"Offered Space"** means the space offered on 'as is where basis' on which the said service as per scope mentioned in the agreement can be done.
- l. **"Notice of Award (NOA)"** means the written notice issued by NMRC to the identified entity intimating the acceptance of Application for the award of License
- m. **"Party"** means Licensee or Licensor (together they are called **"Parties"**)
- n. **"Permits"** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- o. **"Re. or Rs. or INR"** means Indian Rupee
- p. **"Service"** means setting up the Kiosk/ Vending Machine facility at select Metro stations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto here in above.

Section - 3

Scope of work:

- a) The selected licensee shall use the selected space for the sole purpose of installation/developing, operating and maintaining the vending machine/ kiosk in the form of temporary structure and adhering to the sample concept and design of vending machine/ kiosk submitted along with the application under the policy document _____ Dated_____ and operate business activities except those which are under negative/banned usages list provided in the policy document, with the prior approval of NMRC during the license period term and shall ensure that the business activities must be developed, operated and maintained as per international standards which will further enhance the aesthetic and brand value of NMRC and further the range of products must be comparable both in terms of quality and price in accordance with the Good Industry Practice. The detailed scope and the terms and conditions governing the license defined and stipulated in the License Agreement.
- b) License period shall be for an initial period of **Three (3) years** which can be further extendable for another **two (2) years on the basis of terms and conditions offered by NMRC at that time**. The License period will immediately start after the expiry of fitment period of **30 days** from the date of handover of the offered space or actual start of revenue operations of the Kiosk, whichever is earlier. There is a lock in period of one **(01) year** of License Period.
- c) The Location will be handed over to the selected licensee on "**as is where is basis**" and NMRC shall not be responsible for its renovation, maintenance and up-keep from the actual date of handing over. Selected licensee shall be required to execute all work at their own cost and as per NMRC specifications as required for development, operation and maintenance of the offered space.
- d) The selected licensee shall require adherence to the **sample concept & design** during their application for setting up the business activities on the offered space. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the successful licensee. The successful licensee shall also ensure that the proposed commercial development/Installation of Temporary vending machine/kiosks within offered area is neither an impediment for smooth flow of traffic/commuters/public nor a safety hazard to any one and not limited to Metro commuters and also not in violations of local bodies guidelines. The licensee shall also ensure that all existing utilities and facilities (if any) falling within the said selected space will be kept accessible and the successful licensee shall not interfere or tamper with those installations at any time.
- e) The offered space of vending machine/kiosks may also be relocated within the same station or can be shifted on other Metro Stations due to any requirement by NMRC or changes (But not limited to operational grounds only) and selected licensee will not seek any claim or compensation in this regard.
- e) Selected Licensee will have a non-exclusive right, privilege, and obligation to operate and manage the permitted business activities from its Assigned Premises. At any time during the Term, NMRC may enter into other agreements with other licensee's/vendors for the operation of business activities similar to those of Selected Licensee. It is understood and agreed that nothing in the policy document _____ is to be construed to grant or authorize the granting of an exclusive right to selected licensee.
- f) Notwithstanding anything to the contrary contained in this policy document, the detailed terms specified in the license Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Licensee hereunder shall continue to have effect in addition to its obligations under the License Agreement.

- g) The selected licensee shall at all times comply with the Service Standards and such other covenants as may be prescribed by NMRC.
- h) The selected licensee is required to participate in all sales and promotion programs, display necessary Metro Stations publicity materials, and support all Metro Stations - wide promotions, and any other marketing or promotional activities as may be organized by NMRC from time to time. The selected licensee agrees to co-operate with NMRC in use of the Location(s) in relation to such promotional activities.
- i) Procuring all the permissions/licenses etc. required from the statutory/regulatory/civic authorities concerned, to be able to use the offered space for intended business activities will be sole responsibility of the successful licensee. NMRC shall not be responsible for any such procurement and shall not entertain any claims in this regard.
- j) Fire-fighting and other related infrastructure (if required as per prevailing law) to be installed/arranged at its own cost for the offered space by the successful licensee.
- k) The successful licensee shall at all times adhere to all provisions of the **Metro Railways (Operations & Maintenance Act, 2002 and amendment thereon, if any)** and also to instructions issued from time to time from the MD, NMRC or its representatives.
- l) Operate, Manage and maintain the entire offered space with adequately trained and experienced team for responsibilities.
- m) Under no circumstances, shall the offered spaces or facilities constructed or installed at the licensed space be mortgaged, charged or otherwise put under any lien (including negative lien), and no charge or encumbrance will be created or agreed to be created in favor of any person, including the Lenders/Financial Institution(s)/Banks etc.
- n) Successful licensee ensures that no use of polythene baggage/bags/single use plastic at the tendered area/licensed area/outlets.
- o) The successful licensee shall be responsible for obtaining the fire NOC (If required) from the concerned authorities at its own. NMRC may provide assistance (if required) in this regard.
- p) Comply with all statutory requirements in connection with the policy document & commercial development/Installation of Vending machine/Kiosks in the selected Area.
- q) That the LICENSEE shall appoint a Manager/Supervisor whose scope of services shall be as follows:
 - 1.1 Store & sell only approved and standard products.
 - 1.2 Sell only packaged products produced under standard hygienic conditions with the ingredients of the best available quality.
 - 1.3 Ensure that the Products conform to the standards required by the Health Department of the Authority and the Government and further ensure that the said Products are prepared up to the standards prescribed by the Food Adulteration Act, 1954 and the rules framed there under and its amendment from time to time and in possession of FSAAI certificate (If applicable). The valid relevant certificates must be available in the Vending Machine/ Kiosks/Outlet at all the times during the license period.
 - 1.4 Supervise the operations of the vending machine/kiosks.
 - 1.5 Ensure cleanliness and hygiene in the said Premises and the services are conducted in a clean, proper and efficient manner.

Section: 4

License Period & Exit from License Agreement

- 4.1 License period shall be for a period of three (03) years. At the time of Expiry of License, NMRC shall have the discretion to extend the period by another two (02) year at the License Terms and Conditions offered by NMRC at that time, provided that the Licensee has met its obligations throughout the License Period to the satisfaction of NMRC. The License period will be immediately start after the expiry of fitment period of **30 days** from the date of handover of the Offered Space. There is a **lock in period of one (01) year** of License Period Offered space shall be handed over within seven (07) days from the date of receipt of full payment as stipulated in Notice of Award or any other date as intimated by NMRC.
- 4.2. The License Agreement shall be executed within 30 days of handing over of Space.
- 4.3. The License Agreement shall deem to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by NMRC. In such a case, the balance Interest Free Security Deposit shall be forfeited in favour of NMRC after adjustment of outstanding dues, if any, payable to NMRC. **No grace period shall be provided to licensee in such a case.** Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s)/installations/fixtures or else NMRC will seize their property at zero/nil value. NMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- 4.4 The Licensee shall have an option to exit from the License Agreement immediately after completion of lock-in period of **one (01) year**. For this, the licensee shall give Three (03) Months prior intimation to NMRC which can be given before completion of defined lock-in period. [In this case lock in period is of **one (01) year**, prior intimation can be given after passing of initial nine months of License Period], however option to exit will be available only after **one (01) year**. In such a case, balance Interest Free Security Deposit of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. However, NMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit Security from the other contracts of licensee in NMRC. Balance outstanding dues, if are more than Interest Free Security Deposit shall also be recoverable from the licensee before licensee is permitted to remove their installations/fixtures/establishment(s) or else NMRC will seize their property at zero/nil value. NMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account. The Licensee shall remove all the media, fixtures, panels, etc. from NMRC premises after availing 15 days grace period immediately after the completion of **3 months** advance notice period, however, all utility (if any) will be disconnected/discontinued immediately after completion of **3 months' notice period**.
- 4.5. If the Licensee is desirous of surrendering and exiting from the license after expiry of lock-in period without serving any intimation period or intimation period shorter than **3 months**, the agreement shall deemed to be terminated on completion of such improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than **3 months** (notice period) and outstanding dues, if any. NMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in NMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their installation/fixtures/establishment(s) or else NMRC will seize their property treating it at zero/nil value. NMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account. The Licensee shall remove all the media, fixtures, panels, etc. from NMRC premises after availing 15 days grace period immediately after the completion of such **improper intimation** notice period. All utility (if any) will be disconnected/discontinued immediately after completion of such **improper intimation** notice period.
- 4.6. **On Operational Ground:** NMRC reserve the rights to terminate the License Agreement by giving **Forty-Five (45) days** advance notice on operational ground during the currency of the contract. The License agreement will stand terminated on expiry of **Forty-Five (45) days'** notice. The advance license fees deposited by the Licensee for the balance/advance period (if any) shall be refunded on pro-rata basis, without consideration of any interest. Further, the Interest free Security deposit will also be refunded after adjusting outstanding dues payable to NMRC, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other

consideration whatsoever on any ground in this regard. The Licensee shall remove all the fixtures etc. from NMRC premises after availing 15 days grace period immediately after the completion of **Forty-Five (45) days** advance notice, failing which these structures, media, fixtures, panels, etc. shall become property of NMRC at "0"/nil value. All utility will be disconnected/discontinued immediately after **Forty-Five (45) days'** notice period.

- 4.7 No partial surrender of licensed space or part of the licensed space/area which has been offered / handed over to the Licensee by NMRC at Metro Stations shall be permissible during the currency of the License Agreement; however, NMRC can withdraw the offered spaces without assigning any reason.

- 4.8 Offered space at the list attached in annexure-12 of policy would be made available basis feasibility. Actual handed over area shall be final. All the development works must be executed within handed over area. License fee and other dues shall be charged for actual handed over area.

Section - 5

License Fee, Payment Terms & Non-Payment of Dues

5.1 License Fee

The licensee is liable to pay the License Fee for licensed space(s) to NMRC. The License Fee will be calculated as total handed over area multiplied by the financial quote of the licensee + applicable taxes. The License Fee shall be paid in advance on monthly basis. The License Fee will be escalated @ 6% annually on compounding basis.

5.2 Schedule of Payments:-

- a) The payment schedule of License Fee & applicable taxes thereon shall be on monthly basis.

Adjustment of 1st Advance License Fee & taxes and payment for coming advance month:-

Suppose if License Fee starts in the mid of any month i.e. say from 15th July, then, 1st advance License Fee & taxes paid by the Licensee against NOA will be exhausted on 14th August. NMRC asks Licensee to pay License fee & other taxes for the period from 15th August to 31st August (Only one time for achieve the complete month cycle) & after that licensee have to pay the License Fee & Taxes for the full month. The payment should be made in advance on the last working day of running month for the coming advance month.

- b) The utility charges including consumption of electricity (If any), etc. shall also be payable by Licensee to NMRC in addition to above in accordance with terms & conditions of the agreement & whenever intimated to the licensee.

5.3. Payment Terms

- a) The Licensee shall preferably make payment of the license fee and other dues to NMRC by E-Mode i.e. RTGS/NEFT in the designated bank account of NMRC after obtaining prior approval of NMRC and complying with the laid down procedure.
- b) The re-conciliation of license fee and other dues shall be carried out quarterly. Based on re-conciliation, the adjustment of license fee & other dues payable to NMRC shall be carried out along with Interest free Security Deposited/Performance Security (If any) with payment of License Fees of next Month.
- c) Payment shall be made free from all claims, demands, set offs and counter claims of any kind against the NMRC.
- d) The Licensee agrees voluntarily and unequivocally to make all payments to NMRC as may be due before the due date, without waiting for any formal advice/invoice from NMRC. The Licensee also voluntarily agrees to collect the invoice from the Authorized representative of the licensor (NMRC) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.
- e) All the due payments must be made on or before due date mentioned in the letter/invoices/or in any other communication. The dues paid by licensee shall be initially adjusted with third party dues; i.e. statutory dues/ (Mandatory liabilities of NMRC); then the other dues/liabilities like electricity dues, water dues (if any) and lastly license fee shall be accounted.

5.4. Non-Payment of License Fee and Other Dues & Subsequent actions

- a) Non - payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle NMRC to terminate the License Agreement as per provisions stipulated in this License Agreement. Besides, any *delay in payments of the amount becoming due on the due date and shall constitute Material Breach of License Agreement by the Licensee & in that case Licensee shall pay an interest @ 18% per annum on the amounts of License Fee and other dues on daily basis, for each day of delay until the dues are finally paid.*

- b) Licensee *whenever made any payments* shall periodically advise the details of payments made to NMRC.
- c) In case payment is not made by due date, a 15 day notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default within Fifteen (15) days' notice period, NMRC shall be entitled to terminate the License Agreement by issuing a Thirty (30) days' advance termination notice and shall be free to forfeit Interest Free Security Deposit/Performance Security and take other such action available to it under this Agreement and as per law. Electricity & other utilities (if any) would be disconnected/discontinued on **15th day** after issuance of **Thirty (30) days** termination notice.
- d) Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue/demand within 16th day after issue of **Thirty (30) days** Termination Notice, along with a written request in the matter.
- e) The Licensee shall vacate the premises within **Thirty (30) days** grace period after termination of the License Agreement. A certificate from the **NMRC official** or its authorized representative and through photographic evidence in proof of Licensee having vacated the site will be required to be submitted by the Licensee. Any claim of vacation/non-vacation without the endorsement of **NMRC official** or NMRC authorized representative shall not be entertained.
- f) Interest Free Security Deposit/Performance Security shall be forfeited on termination of contract due to any event of default by the licensee after adjustment of any dues payable by the Licensee to NMRC.
- g) In no case, due payments to NMRC shall be allowed to remain outstanding and unpaid for a period of more than 60 days. If at any stage, the dues remain unpaid and outstanding for the period of more than 60 days, the License agreement will stand automatically terminated without giving any notice to the Licensee and Interest Free Security Deposit and advance license fee received, if any, shall stand forfeited in favour of NMRC after adjustment of any dues payable to NMRC by the Licensee. The Licensee shall be required to remove their installation/fixtures/establishment (if any) immediately thereafter within three (03) days of issue of notice of such termination by NMRC.

Section - 6

6.1 Interest Free Security Deposit / Performance Security

The Licensee shall pay Interest Free Security Deposit / Performance Security to NMRC in advance of amount equivalent to the license fee of 06 (six) months. The interest free security deposit can be paid within Thirty (30) days of Letter of Acceptance. If actual handed over commercial space will be less than the offered area, no adjustment in interest free security deposit will be done by NMRC.

If Licensee fails to make the payment of interest free security deposit/performance security within the stipulated time frame of 30 days from the date of issue of LOA, the NOA and LOA may stand cancelled, and any payments made to NMRC shall be forfeited in favor of NMRC Limited. No request for extension of time in making the NOA payment shall be considered. The interest free Security Deposit shall be accepted in the form of FDR/DD/NEFT or RTGS only. The FDR issuing branch of Bank must be located in the DELHI/ NOIDA/ Greater NOIDA/ Gurugram region only. The FDR from another branch will not be accepted..

If actual handed over area will be more than offered area up to the extent of 10%, the license fee will be charged on pro – rata basis and no differential security deposit will be paid by licensee.

6.2 Before the start of work by the Licensee, License Agreement will have to be signed by the Licensee at his cost on proper stamp paper. Without Interest Free Security Deposit/Performance Security by Licensee, License Agreement shall not be signed.

6.3 Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period & In case of surrender of license after completion of lock in period as per the provisions of the Agreement, after adjusting any dues payable to NMRC and after final settlement, without consideration of any interest after completion of License Agreement.

6.4 NMRC reserves the right for deduction of NMRC dues from Licensee's Interest Free Security Deposit / Performance Security for –

- (i) Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Licensee.
- (ii) Any amount which NMRC becomes liable to the Government / Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
- (iii) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
- (iv) Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.

6.5 Once the amount under above Clause is debited, the Licensee shall replenish the Interest Free Security Deposit/ Performance Security to the extent the amount is debited within 15 days period after intimation of such debit, failing which, it shall be treated as Licensee Event of Default and will entitle NMRC to deal with the matter as per the provisions License Agreement.

Section - 7

7.1 Taxes and Other Statutory Dues

- a) The GST and other Taxes, as applicable from time to time, shall also be borne by Licensee, in addition to the license fee.
- b) Advertisement tax if applicable shall be paid to the concerned authority.
- c) The property tax applicable, if any, on the property of NMRC shall be borne by NMRC.
- d) All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify NMRC from any claims that may arise from the statutory authorities in connection with this License.
- e) The Licensee and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.
- f) Payment of stamp duty on agreement and cost involved on registration of license agreement with appropriate authority, if any, to be executed in pursuance of this License Agreement/Contract, will be solely borne by Licensee.
- g) Noida-Greater Corridor of NMRC Ltd. is operated in the State of Uttar Pradesh and it is advised that licensee preferably should have GST Registration for State of Uttar Pradesh for claiming GST input credit.

DEVELOPMENT, MAINTENANCE AND OPERATION OF LICENSED SPACE**8.1 Development of Licensed Space:**

The licensee must adhere to the sample concept note and design during the development of the space, alternatively licensee may also provide the innovative ideas which may also be implemented after the approval of competent authority of NMRC. The Licensee shall be permitted to carry out development of the licensed space as per feasibility and site conditions within the offered space, like creation of temporary structures and related works including electricity supply, fire-fighting arrangements, security and safety, cleanliness etc.

- a) That all the development work on the offered space shall duly adheres to the provision of all Applicable Laws including and in particular the prevalent Building Bye Laws and specified guidelines/ requirements of other competent authorities as per NMRC specifications and within the Scope of Work of this License Agreement.

The design and construction work on the licensed bare space shall be in the form of temporary structures only and shall be permitted strictly conforming to relevant Standard Building Codes and good industry practice.

It shall be the Licensee's sole responsibility to obtain all necessary clearance/ approval/ sanction from NMRC and other competent civic authorities for development/ modifications, fire protection system, etc. NMRC shall only provide assistance wherever possible on the best effort basis without any legal and binding obligations to facilitate the process.

- b) It is licensee's responsibility to obtain Fire NOC (If applicable) for the aforesaid development work as per relevant BIS Code of Practice and norms of NMRC & from concerned Fire Services for the usage of the licensed space at their own cost.

Licensee shall ensure that no structural damage is caused to the existing assets/building and other permanent structure (if any) as a result of their activities.

Licensee shall be responsible for safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof.

The facilities and works being undertaken or installed, shall not in any manner affect, hinder or interfere with the free movement of the users/commuters. No surplus construction machinery and material, including any hazardous material and wastes shall be left at any place in the site.

No material shall be stored or kept outside the site or in common area meant for movement of persons. Any special cleaning or drain clearance necessary as a result of the alteration works shall be carried out by Licensee at their own cost.

- c) The Licensee may deploy security staff at their own cost for the safety of licensed space. The licensee must make necessary arrangements to make the Vending machine/Kiosks accessible to persons with disabilities.
- d) Licensee shall bear all risk & cost and consequences of this development work in Offered Space.
- e) On completion of development work, the Licensee shall furnish "As Built Drawings" of the premises including details of services along with all permissions/ approvals taken from the concerned departments (if applicable)
- f) The Licensee is expected to apply & obtain all necessary approvals/ permissions and timely to complete all development activities within specified fitment period of **30 days** from handing over of the site. For any delay in completion of work, NMRC shall not be responsible. In any case, the License Fee shall become chargeable after the specified fitment period excluding some exceptional circumstances.
- g) The work of installations/refurbishing/repairing must be done as per specifications/materials mentioned as per annexure-1 . *The said annexure-1 of material specification shall be collected from NMRC before starting the execution work.*

8.2 Operation & Maintenance of Licensed Space

Permissible usage of premises:-

- a) Licensee may allow to use the licensed space(s) for all commercial activities other than those mentioned in list of banned usages placed at Annexure A but only after obtaining prior written approval of NMRC.
- b) Licensee shall keep and maintain the Licensed Space in neat & clean, safe & sound condition by maintaining it properly at their own cost during the License Period. Licensee shall bear the cost of minor day-to-day repairs; annual refurbishing and routine special repairs required due to normal wear & tear with the efflux of time or due to planning/ constructional defects remained during development of the Licensed Space. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency.
- c) Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of NMRC's electrical inspectors/ authorized representative shall be complied by the licensee at their own cost. The licensee shall make all the electrical provision as per guidelines of concerned authority.
- d) Licensee shall ensure that fire detection and suppression measures installed inside their premises are kept in good working condition at all times. The Fire extinguishers must be regularly checked & refilled and must be visible & easily accessible at all times of emergency. The Licensee's staff must be capable of addressing the safety issues during any emergency including operation of fire extinguisher.
- e) In case of any accident caused due to negligence of the Licensee resulting into injury/ death to NMRC employees/ other users/ any person or loss to NMRC property, Licensee shall compensate the loss(es), without prejudice to other actions under this Agreement at the sole discretion of NMRC, including termination of Agreement.
- f) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by NMRC fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- g) The overall control and supervision of the premises shall remain vested with NMRC who shall have right to inspect the whole or part of the licensed spaces as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the license agreement.
- h) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of NMRC for inspection of Licensed Space or for repair of NMRC utilities passing through the Licensed Space at any time and to abide by and comply with all instructions as may be indicated by the fire officer & other officials. If any fixtures or utility is running through the licensed area, proper protection as advised by NMRC shall be done by Licensee.
- i) Licensee and their employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of passenger/commuters/general public and safety of NMRC properties and its assets.
- j) The Licensee and their authorized representatives shall have free access to the licensed spaces at all the times.
- k) Sub-licensing of space is strictly not allowed.
- l) **Encroachment**
The Licensee shall not encroach up common areas/circulating areas or any other space other than handed over area and restrict their operation within the area licensed. In case, the Licensee encroaches upon any other space, then a fine/ compensation shall be imposed by NMRC @ Rs.1,000/- on the first occasion, Rs.10,000/- on the second occasion and after that Rs. 15,000/- on successive repetition with a discretion to revoke the license for breach of contract.

Section-9

9.1 Fine/Penalties

- a) NMRC can impose the fine on Licensee up to Rs.5,000/- per offence excluding GST on the following offenses:

i.	Any staff of Licensee found in drunken condition/ indulging in bad conduct.
ii.	Any staff of the Licensee found creating nuisance.
iii.	Improper maintenance & defacement of the Property.
iv.	Dishonour of drafts and Cheques given by Licensee in favour of NMRC. Cheques will be accepted only in emergent circumstances and with prior approval of HOD level official of NMRC
v.	Misbehaviour with staff and commuters of NMRC.
vi.	Not following safety and security norms as may be indicated by authorized representative of NMRC.
vii.	Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.
viii.	Not following the instructions issued by NMRC authorities from time to time
ix.	Licensee displays advertisement without prior approval from NMRC.
x.	Any other offence(s) which deemed fit by NMRC for imposing penalty

- b) The option to impose fine, penalty, etc. under this License Agreement shall be exercised by NMRC official not below the rank of Dy. HOD.
- h) It shall be the sole responsibility of the licensee to maintain law & order in its licensed premises. NMRC shall, in no way, will be responsible/accountable of any mis-happening in the premises given in license basis to licensee.

Section: 10

10.1 Material breach of contract / Events of Default

Following shall be considered Material Breach of the Contract by Licensee resulting in Licensee's Events of Default:

- a) If the Licensee is found guilty of persistently breaching as stipulated in this Agreement and carrying the business which is banned as per Annexure A and also Licensee fails to perform or discharge any of their obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to NMRC without any contributory factor of the Licensee.
- b) If at any time during the subsistence of the Agreement, there is non-conformity to the Agreement or any time during the Agreement, the Licensee indicates its unwillingness to abide by any clause of this Agreement or repudiates the Agreement.
- c) If the Licensee fails to pay License Fee and any other amounts due to NMRC.
- d) If the Licensee is in persistent non-compliance of the written instructions of a NMRC officials.
- e) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to NMRC employees/commuters or loss to NMRC property.

10.2 If any of the above Material Breach and Licensee Events of Default happens, then

- a) NMRC, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement with a **thirty (30) days** advance termination notice. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as provided in various Clauses and sub-clauses of this Agreement.
- b) NMRC shall issue a notice to the licensee to cure the defaults, failing which the proceedings shall be initiated as per schedule/notice period defined License Agreement.
- c) In all other cases of Licensee's Event of Default where specific notice period is not provided, NMRC shall issue a Notice to Licensee to cure the Default within **thirty (30) days**. If the Licensee fails to cure the Default within **thirty (30) days**, NMRC after giving a final 30 days' notice shall be entitled to terminate the License Agreement, in such case the Interest free security deposit shall be forfeited to NMRC as per the provisions of this License Agreement.

10.3 The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

RIGHTS AND OBLIGATIONS**11.1 Licensee's Obligations:****11.1.1 General**

The Licensee shall always act, in respect of any matter relating to the License Agreement/Contract or to the Services, as faithful to the NMRC Ltd., and shall at all times support and safeguard the NMRC's legitimate interests in any dealings with third Parties.

11.1.2 Standard of Performance

The Licensee shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology, equipment, machinery, materials and methods.

11.1.3 Conflict of Interests

The Licensee shall hold the NMRC's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

11.1.4 Prohibition of Conflicting Activities

The Licensee shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under the License Agreement/Contract.

11.1.5 Confidentiality

Except with the prior written consent of the NMRC/Corporation, the Licensee and the Personnel shall not at any time communicate to any person or entity any confidential information, maps, images, reports, etc. acquired in the course of the Services, nor shall the Licensee and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. This clause shall survive even after expiry of this contract.

11.1.6 The Licensee's responsibilities and duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:

- a) to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.;
- b) to develop, operate and maintain the licensed area at all times in conformity with this Agreement;
- c) to furnish "As Built Drawings" of the premises with 30 days of completion of development work (If required)
- d) to ensure that no structural damage is caused to the existing buildings and other permanent and any structures at the licensed premises as a result of their activities or any of their agents, contractors, etc.;
- e) to take all reasonable steps to protect the environment (both on and off the Licensed 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;
- f) to duly supervise, monitor and control the activities of contractors, agents, etc., if any, under their respective License Agreements as may be necessary;
- g) 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;
- h) not to permit any person, claiming through or under the License, to create or place any encumbrance or security interest over whole or any part of Licensee Licensed Space or their assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
- i) to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Commuters or NMRC's activities.

- j) at all times, to afford access to the Licensed Space to the authorized representatives of NMRC, other persons duly authorized by any Governmental Agency having jurisdiction over the business of Licensed Space, to inspect the Licensed Space and to investigate any matter within their authority and upon reasonable notice; and
 - k) to comply with the divestment requirements and hand over the Licensed Space to NMRC upon Termination of the Agreement;
- 11.2** The Licensee shall be solely and primarily responsible to NMRC for observance of all the provisions of this License Agreement on behalf of its employees and representatives and further on behalf of their employees and agents and any person acting under or for and on behalf of the Licensee or the contractor (s) appointed for the Licensed Space as fully as if they were the acts or defaults of the Licensee, their agents or employees. The temporary structures to be installed by licensee at its own cost as per specifications, Design etc. approved by the NMRC.
- 11.3** The Licensee shall at all times adhere to all provisions of the NMRC and amendments thereto and shall also comply with all notices and circulars issued by NMRC in this regard.
- 11.4** No tenancy/sub-tenancy is being created by NMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and by/ between the parties hereto that:
- a) The Licensee shall not have or claim any interest in the said licensed space as a tenant/sub-tenant or otherwise.
 - b) The rights, which Licensee shall have in relation to the said licensed space, are only those set out in this Agreement.
 - c) The relationship between NMRC 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 NMRC 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
- 11.5 Infrastructure Services:**
- a) Electricity, Air Conditioning and Fire Fighting & Fire Protection etc.:
 - i) In case of availability of spare electricity at the selected Metro Stations, same shall be provided to licensee for the commercial development as per terms & conditions mentioned in the Annexure-2 & the electric power supply will be made available on chargeable basis and all the associated work of electric supply will be borne by the licensee. If spare electricity is not available, **the licensee shall have to make their own arrangement of electric power supply at their cost from outside agency after obtaining NOC from NMRC.**
The said annexure-2 of electricity connection may be collected from NMRC before starting the execution work.
 - ii) Licensee has to carry out all works for functioning of their tendered/ licensed area on their own with all cost including installation & commission of all equipment, cable laying, cable trays, hangers in cable route, and subsequent extension of power supply from DISCOM (If any) along with associated cabling, cable tray, earthing, internal wiring, lighting, power distribution etc.
 - iii) Licensee shall install energy efficient LED electrical lights. Use energy efficient Air-Conditioners (if required) to ensures energy conversation,
 - iv) For meeting Air Conditioning requirement for tendered / licensed space, licensee may install VRV/ package AC/ Split AC as per its own design and requirement with all cost to be borne by Licensee with the prior approval of NMRC.
 - v) Dedicated fire alarm (if required as per norms) & control system for tendered space has to be planned and installed by licensee at their own cost as per the statutory requirement.
 - b) **Water Supply:**

- i) No water supply will be provided by NMRC to licensee, however, raw water supply as per availability and feasibility may be arranged by Licensee at its own cost from the civic bodies.
- ii) **Sanitary Connection:**
The Sewage Treatment Plant (STP) and Effluent Treatment Plant (ETP) if needed shall be developed, operated and maintained by the licensee at their own cost to meet their daily requirements. The responsibility to connect the developed (temporary structure/ open commercial area) at licensed area to aforementioned STP/ ETP and from STP/ ETP to the municipal drainage solely lies with licensee subject to prior approval of NMRC/ other civic agencies.
- iii) **Disposal of Waste:**
The licensee shall have to make its own arrangements for daily disposal of waste (after segregation of dry and wet waste) out of NMRC premises at the dumping sites approved by concerned civil/civic agencies to ensure perfect cleanliness. If any kind of waste is found disposed off on NMRC land/ or premises, a penalty/fine of Rs.2, 000/- shall be imposed by NMRC for each occasion.
- iv) **Telephone:**
NMRC may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility. The instrument, cables and connection shall be obtained by the licensee from the telephone company at their own cost.
- v) **Security:**
Licensee may install CCTV cameras inside/ outside the licensed area and also arrange security arrangement for their licensed area at their own cost. Licensee hereby undertakes to indemnify NMRC 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 on this account.
- vi) **Parking:**
Licensee can use parking facility as per its availability in nearby areas on payment of parking charges to the concerned parking contractor.
- vii) **Signage :**
The Licensee shall have the right to display signage(s) of suitable size with prior written approval of NMRC for displaying their generic name of each Space. The signage may be illuminated or non-illuminated at the Licensee's option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto. The Licensee shall need to obtain a written approval from NMRC before putting up any form of signage and NMRC reserves the right to refuse or to suggest an alternation to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by NMRC. However, separate space for generic signage may also be provided subject to feasibility.
No commercial advertisement in any format shall be permitted in/ on the Licensed Space. Any violation of above provisions shall attract a penalty of Rs. 5000/- per signage on the first occasion and Rs.50,000/- per signage on the second occasion. The persistence violation of these provisions shall constitute Licensee's event of default.

11.6 Obligations of Licensor

NMRC agrees to provide support to the Licensee and undertake to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws.

Section-12

General Conditions of Contract (GCC)

12.1 General Provisions

12.1.1. Governing law and jurisdiction

These general conditions shall be governed by and construed in accordance with the laws in the territory of India. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the place in India from where the acceptance has been issued. Any dispute arising between the parties or arising out of this project, or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District court located in Gautam Budh Nagar, Uttar Pradesh, India.

12.1.2. Notices

Any notice, request or consent required or permitted to be given or made pursuant to these General Conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

12.1.3. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by the NMRC or the Licensee may be taken or executed by the officials as formally designated by each party.

12.1.4. Taxes and Duties

The GST, as applicable, shall also be borne by Licensee, in addition to the license fee. The property tax applicable, if any, on the property of NMRC shall be borne by NMRC. Under any eventuality if the revenue sharing cases arise with the local bodies, the same shall be taken care by NMRC out of its own fund. All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify NMRC from any claims that may arise from the statutory authorities in connection with this License. The Licensee and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.

12.1.5. Fraud and Corrupt Practices

The Licensee and their respective officers, employees, agents and advisers shall observe highest standard of ethics and subsequent to issue of NOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the License Agreement, NMRC may reject/withdraw the NOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Contractor, as the case may be, if it determines that the Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice throughout the Process. In such an event, NMRC shall be entitled to forfeit & appropriate Interest Free Security Deposit, as the case may be, as Damages, without prejudice to any other right or remedy available to NMRC under License Agreement, or otherwise.

Further, without prejudice to the rights of NMRC and the rights and remedies which NMRC may have under the NOA or the License Agreement, the Licensee is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:

“corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

“collusive practices” means a scheme or arrangement between the Licensee, with or without the knowledge of the corporation, designed to establish prices at artificial, non-competitive levels;

“coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract

12.1.6 Measures to be taken:

The NMRC shall have right to cancel the engagement of the Licensee, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

12.2. Commencement, Completion, Modification, Arbitration and Termination of Contract

12.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Letter of Acceptance submitted by the Licensee & subsequently License Agreement is signed by both the parties and such other later date as discussed and agreed with the successful Licensee.

12.2.2 Commencement of Services

The Licensee shall begin carrying out the Services from the date of Handing Over of the Space or any other such date as specified by the NMRC Ltd.

12.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clauses of the License Agreement hereof, these standard conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in License Agreement.

12.2.4. Modifications or Variations

Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Works, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any applications for modification or variation made by the other Party.

12.2.5. Force Majeure

Definition: For the purpose of these standard terms, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the License Agreement/Contract impossible or so impractical as to be considered impossible under the circumstances.

No Breach of Contract: The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

(b) has informed the other Party as soon as possible about the occurrence of such an event.

Extension of Time: Any period within which a Party shall, pursuant to this License Agreement/Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Licensor shall be entitled to continue to be paid under the terms of this Contract.

12.3 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this License Agreement/Contract and to adopt all reasonable measures to ensure the realization of the objectives of this License Agreement/Contract.

12.4 Settlement of Disputes

12.4.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

Conciliation

In the event of any dispute, difference of opinion or dispute or claim arising out of this License Agreement or breach, termination, shall firstly be attempted to be settled by conciliator appointed/nominated by ED/NMRC on receipt of such requests from either party. The conciliator shall make the settlement. The settlement agreement shall be final and binding on the parties.

The settlement agreement shall have the same status and effect of an Arbitration Award under the Arbitration and Conciliation Act 1996. If the conciliation failed, the party may refer the matter to Arbitration to resolve the disputes.

12.4.2 Arbitration

All disputes relating to this license agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Managing Director, NMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to **Rs. 2.00 crores** and to a panel of three Arbitrators, if total value of claims is more than **Rs. 2.00 crores**. NMRC shall provide a panel of three Arbitrators for the claims up to **Rs. 2.00 crores** and a panel of five Arbitrators for claims of more than **Rs. 2.00 crores**. Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. NMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.

12.4.3 The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

12.4.4 Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, and as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to NMRC as per the License Agreement.

12.4.5 Jurisdiction

With respect to any dispute arising out of or related to this License Agreement Contract, the parties' consent to the exclusive jurisdiction of, and venue in, the District Court located in Gautam Budh Nagar, Uttar Pradesh, India.

12.4.6 Cost

The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

12.4.7 Indemnity

The Licensee shall indemnify and hold harmless the Licensor, from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Licensee, his representative or his employees in the execution of the Services. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable but not limited to sickness, or disease, or death of, or injury to any person; and loss of, or damage to, or destruction of any property including consequential loss of use.

Miscellaneous

- 13.1 Insurance and Waiver of Liability** - The Licensee will bear the cost, throughout the term of the License Agreement, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in NMRC 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. The Licensee shall submit to NMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold NMRC harmless against any liability, losses, damages, claims, expenses suffered by NMRC because of such default by the Licensee.
- The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify NMRC Administration for any loss and damages suffered due to violation of its provision.
- The Licensee shall comply with the laws of land including Pollution Control Board Guidelines regarding said services. NMRC will not be held liable for any change/modification in the laws that adversely affect this Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be.
- The Licensee will not ask for any claim or seek any compensation from NMRC if **said services in any portion of the offered space** is not permitted due to court order/local laws/civil authorities
- The Licensee hereby indemnifies NMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- The Licensee hereby agrees that NMRC shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of NMRC. Licensee hereby indemnifies NMRC against the claims made by Licensee's employees against NMRC.
- 13.2** The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies NMRC against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to NMRC in accordance with NMRC's policies /regulations prevalent at that time.
- That no tenancy/sub-tenancy is being created by NMRC in favor of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that -***
- That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise
- That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by NMRC in favor of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and that the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- 13.3** The relationship between NMRC 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 NMRC on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises
- 13.4** Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel

employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of NMRC and the Licensee shall be solely responsible for compliance with all applicable labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify NMRC from any claims that may arise in connection with above.

- 13.5 Employees conduct** - The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 45 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of equipment installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to NMRC with respect to all his personnel deployed. Further, within 45 days of letter of acceptance of NOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work) to NMRC. All the Licensee's personnel shall be required to possess ID card while working in NMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

That the Licensee shall appoint a Manager/Supervisor whose scope of services with respect to this license agreement shall also include following:

- 13.6** Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.

Ensure that fire detection and suppression measures (as per applicability of prevailing norms) were installed inside his premises are kept in good working condition at all times. The Licensee will at any case keep firefighting equipment as per NMRC requirements as indicated by the Fire officer / Authorized representative of NMRC inside his premises in good working condition at all times and also train and keep trained all his employees in the use of these equipment. The Licensee will be solely responsible for any loss of life or property due to nonfunctional of fire safety facilities in emergencies. The fire officer / authorized personnel, of the licensor will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed and complied with fully without any demur. Any costs associated with carrying out the instructions of the fire officer/ authorized personnel of the licensor will be borne solely by the licensee.

Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires and observing all notified statutory provisions and standards.

- 13.7** In case of non-payment of License fees and other dues or any other reasons whatsoever, the Licensee voluntarily agrees to and permits the licensor "NMRC" to disconnect all utility services including electric supply to the licensed premises and also seal the licensed premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.

- 13.8** The Licensee agrees voluntarily and unequivocally to make all payments as may be due on due date, without waiting for any formal invoice from the Licensor. The Licensee also voluntarily agrees to collect the invoice from the Authorized representative of the licensor (NMRC) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.

- 13.9** If electric supply to the licensed premises provided through NMRC then in case of restricted availability of power supply / breakdown, the station power requirements would get first priority and this may result in restriction / rostering of power supply to the Licensee. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of NMRC or such causes where the supply of NMRC is affected by a cause or causes over which NMRC has no control, NMRC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.

- 13.10** The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security checks by security officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security officers/authorized representative of the licensor.
- 13.11 Misuse** - The Licensee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said premises for any other purposes the license shall be deemed to have been misused and NMRC (Licensor) shall immediately terminate the said agreement. All liabilities for misused charges and mis-user proceedings, if so initiated shall be that of the Licensee only. The Licensee will indemnify and keep indemnified NMRC for any losses on this account.
- 13.12 Compliance with the Law** - The premises and the fixtures and the appurtenances thereto (except those installed by NMRC) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed premises. The Licensee at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Licensee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Fire department. The Licensee shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance, Act and also to instructions issued from time to time from the MD, NMRC or any official of NMRC. Non-compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi - judicial body / authority. The same shall be the responsibility of Licensee.
- 13.13** Electrical Specifications and Procedure for Release of Electric Power Supply
- 13.13.1** Electricity supply required from NMRC will be provided as per terms and conditions indicated in Annexure -2 Rules and Guidelines for release of Electric Power. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the commercial operation of the spaces allotted under this agreement. Licensee shall use energy efficient equipment. *The Annexures-2 with regard to Rules and Guidelines for release of Electric power shall be collected by licensee at the time of requesting electricity connection from NMRC office.*
- 13.13.2** Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company / Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company / Agency. Uttar Pradesh Electricity Regulatory Commission policy and Electricity Act (as amended from time to time) shall be applicable.
- 13.13.3** Electrical Equipment: All fittings/ erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters (if required), electrical MDI/TOD, etc. are to be installed as per NMRC's specifications by the Licensee at its own cost.
- 13.13.4** The Licensee may also undertake electrical works for extension of power from nominated source under NMRC supervision and complying all codal provisions & NMRC specifications. The Licensee shall follow the provisions stipulated in Annexure-2. *The said annexure-2 shall be collected from NMRC office before starting the execution work.*
- 13.14** Maintenance of Licensed Space(s):- Licensee shall keep and maintain the Licensed offered space in neat, clean condition and in safe & sound manner during all the time of License tenure. In case of any incident / injury caused by advertisement media or any other installations due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
- Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or NMRC employees or loss to NMRC property, it shall constitute Material Breach of Contract and

considered Licensees Event of Default that shall entitle NMRC to terminate the License Agreement with 30 days written notice.

- 13.15** Joint inspection of Licensed premises may be conducted by NMRC officials and Licensee, at mutually convenient time. Discrepancy noticed and instructions issued by NMRC shall be rectified / complied by the Licensee within a period of 7 days, failing which NMRC reserves the right to impose fine up to Rs.5,000/- per instance of irregularity per week. Deliberate or willful non-compliance of NMRC written instructions for a period of Ninety (90) days shall constitute Material breach and Licensee Event of Default, which shall entitle NMRC to en-cash security deposit in part or full and or terminate the License Agreement after giving Ninety (90) days notice to the Licensee.

Such termination of the Agreement and forfeiture of the interest free security deposit by NMRC shall be without prejudice to any other damages, rights or remedies applicable under law in its favor.

REPRESENTATIONS AND WARRANTIES**14.1 The Licensee represents and warrants to NMRC that -**

- a) It is duly organized, validly existing and in good standing under the laws of India;
- b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d) It has the financial standing and capacity to undertake the commercial utilization of Licensed Space;
- e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- g) 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 (if any) 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;
- h) 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;
- i) 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;
- j) 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;
- k) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to NMRC 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;
- l) 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 NMRC shall not be liable for the same in any manner whatsoever to the Licensee.
- m) 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 NMRC. The Licensee shall at all times comply and represent to the staff and labor employed/ engaged by them the requirement for complying with applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

14.2 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 NMRC of the same.

14.3 NMRC covenants:

NMRC covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the licensee's possession of the Licensed Premises, Licensee's use of the premises, or the rights granted to the Licensee hereunder.

NMRC covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as

the Licensee keeps and substantially performs each and every term, provision and condition contained in the agreement, the Licensee shall peacefully and quietly enjoy the premises without hindrance or disturbance by NMRC or by any other person(s) claiming by, through or under or in trust for NMRC.

Section-15

15.1 FORMAT FOR APPROVAL FOR SUBMISSION OF PAYMENTS VIA RTGS/NEFT/ECS

To,
The Noida Metro Rail Corporation Ltd.
O/o- DGM/PB
3rd Block, 3rd Floor
Ganga shopping Complex
Sector-29, Noida-201301
Uttar Pradesh

Sub: Request for approval for submission of payments via RTGS/ NEFT/ ECS in contract for _____ (Name of Contract) awarded to _____ (Name of licensee) by NMRC.

Sir,

- 1.) With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against afore mentioned contract/license agreement
- 2.) That, I/we _____ (Name of licensee/ authorized representative of company/ party/ licensee) have understood the terms and conditions related to deposition of payments via RTGS/ NEFT/ ECS mode.
- 3.) That, I/we also voluntarily agree to submit the details of payments to be deposited via RTGS/NEFT/ECS immediately after making the payments in physical form as well as other mode of communication i.e. email etc.
- 4.) I/we also understand that in case of non-compliances, it will be considered as breach of agreement and action shall be taken as per the terms and conditions of license agreement.

Thanking you

Name and designation of authorized representative of licensee for the said contract

Contact Number-

Email

Annexure - A

List of Usages Banned / Negative List

1. Any product / service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
2. Any product/Storage and sale of which may lead to or be considered as a fire hazard; such as firecrackers, industrial explosives, chemicals etc.
3. Sale of tobacco and tobacco products.
4. Coal/Gas based cooking strictly prohibited.
5. Commercial Advertisement at any location and in any format.
6. Banqueting and similar activities.
7. Sale of liquor and alcohol-based drinks or beverages.