

(The format of the License Agreement to be executed between FACT and the successful tenderer (Licensee) is provided below for the information of the bidders. The License Agreement need not be submitted along with the tender.)

DEED OF LICENCE AGREEMENT

This Deed of Licence is made and executed at Udyogamandal on this day of 20..... between THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED, a Government of India Enterprise and a Company registered under the provisions of the Travancore Companies Act, IX of 1114 and governed by the Companies Act, 2013, having its Registered Office at Udyogamandal, Kochi – 683501, Kerala, represented by, hereinafter referred to as the “Licensor”, which expression shall, unless repugnant to the context, include its successors and permitted assigns, of the one part;

AND

....., hereinafter referred to as the “Licensee”, which expression shall, unless repugnant to the context, include his/her legal representatives, successors or permitted representatives, as applicable, of the other part.

The Licensor and the Licensee are hereinafter individually referred to as a “Party” and collectively as the “Parties”.

WHEREAS

The Licensor is the owner and is in possession and control of the buildings in FACT Township, Udyogamandal, including Shop/Building No., more particularly described in the Schedule hereto.

AND WHEREAS the Licensor has agreed to grant to the Licensee a personal and non-transferable licence to use the Scheduled Premises solely for the purpose of conducting, subject to the terms and conditions contained herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Grant of Licence

The Licensor hereby grants to the Licensee a personal, limited and non-transferable licence to enter upon and use the Scheduled Premises, on an “as is where is” basis, solely for the purpose of conducting

The licence is subject to all the terms and conditions contained in this Agreement. Any repair, maintenance or painting required in the Scheduled Premises shall be carried out by the Licensee at his/her own cost and risk, with the prior approval of the Licensor wherever such approval is required.

2. Period of Licence

The licence shall be valid for a period of 36 months, commencing from 20..... and ending on 20....., unless terminated earlier in accordance with the provisions of this Agreement or applicable law.

The licence shall not confer any right upon the Licensee to continue in occupation beyond the licence period.

3. Licence Fee, Taxes and Other Charges

In consideration of the licence granted herein, the Licensee shall pay to the Licensor a monthly licence fee of Rs./- (Rupees only), comprising Rs./- towards licence fee and Rs./- towards GST, as applicable.

The licence fee shall be paid in advance on or before the 10th day of every month at the Estate Office through VAN or through such other mode of payment as may be prescribed by the Licensor.

All applicable GST and other statutory levies or charges relating to the licence fee or the use of the Scheduled Premises shall be borne and paid by the Licensee.

In the event of delay or default in payment of the licence fee or any other amount due under this Agreement, interest at the rate of 19% per annum shall be payable from the beginning of the month in which the default occurs.

If the default in payment continues for a period exceeding two months, the Licensor shall be entitled to terminate the licence in accordance with this Agreement and applicable law and to recover all outstanding licence fee, interest, damages and other dues from the Licensee.

Upon termination or expiry of the licence, continued occupation of the Scheduled Premises shall not confer any right of occupation upon the Licensee, and the Licensee shall be liable for damages and other consequences in accordance with applicable law, including the provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, as amended from time to time.

4. Licence Fee during the Licence Period

The licence fee shall remain unchanged during the 36-month licence period, unless otherwise specifically provided in the allotment letter or agreed to in writing by the Licensor.

5. Electricity, Water and Other Consumption Charges

The Licensee shall bear and pay all charges for electricity, water and other utilities consumed in or in connection with the Scheduled Premises.

Where electricity is supplied by the Licensor, the electricity charges shall be recovered from the Licensee on the basis of actual consumption or such other basis as may be prescribed by the Licensor.

Where water is supplied by the Licensor, the Licensee shall install a water meter at his/her own cost wherever required by the Licensor, and the charges for water consumption shall be payable on actual consumption.

Any electricity or water connection, meter, installation or related expenditure specifically required for the use of the Scheduled Premises shall be borne by the Licensee.

The Licensor shall not be responsible for any loss suffered by the Licensee on account of interruption, failure or non-availability of electricity or water supply, except to the extent required by law.

6. Security Deposit

The Licensee has paid to the Licensor a sum of Rs./- (Rupees only) towards a non-interest-bearing security deposit.

The security deposit shall be refunded without interest within three months from the date on which the Licensee hands over vacant possession of the Scheduled Premises, subject to compliance with all the terms and conditions of this Agreement.

The Licensor shall be entitled to deduct from the security deposit any licence fee, utility charges, damages, repair costs or any other amount lawfully due from the Licensee under this Agreement. If the security deposit is insufficient to meet such dues, the Licensee shall remain liable to pay the balance amount.

7. Permitted Use

The Scheduled Premises shall be used solely for the purpose for which the licence has been granted.

The Licensee shall not undertake any other business, activity or use in the Scheduled Premises without the prior written permission of the Licensor.

8. Non-transferability and Prohibition of Sub-licensing

The licence is personal to the Licensee and shall not be transferred, assigned or otherwise dealt with in favour of any other person.

The Licensee shall not sub-license, sub-let, part with possession of, share occupation of or permit any other person to occupy or use the Scheduled Premises without the prior written permission of the Licensor.

Any such unauthorised transfer, assignment, sub-licensing, subletting or parting with possession shall constitute a material breach of this Agreement and shall entitle the Licensor to terminate the licence in accordance with this Agreement and applicable law.

9. Inspection

The Licensor or any officer or authorised representative of the Licensor shall have the right to enter upon and inspect the Scheduled Premises at a reasonable time, after giving reasonable notice wherever practicable, for the purpose of inspection, maintenance, verification of compliance or any other legitimate purpose connected with the licence.

10. Public Premises

The Licensee acknowledges that the Scheduled Premises constitute public premises within the meaning of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, as amended from time to time.

Eviction of any unauthorised occupant from the Scheduled Premises shall be governed by the provisions of the said Act and other applicable law.

11. Maintenance and Alterations

The Licensee shall comply with all rules and regulations made or adopted by the Licensor from time to time for the care, administration, safety and protection of the Scheduled Premises.

The Licensee shall not make or carry out any structural alteration, addition or modification to the Scheduled Premises without the prior written permission of the Licensor.

The Licensee shall not expand or extend the area of the Scheduled Premises in any manner without the prior written permission of the Estate Department.

The Licensee shall take proper care of the Scheduled Premises and shall be responsible for any damage caused by the Licensee, his/her employees, agents or persons permitted by him/her to enter the premises.

The Licensor shall be entitled to rectify any such damage and recover the cost thereof from the Licensee.

12. Restriction on Use of Veranda

The business or activity of the Licensee shall be confined strictly to the area forming part of the Scheduled Premises.

The veranda or any area in front of the Scheduled Premises shall not form part of the licence and shall not be used for display, storage, sale of goods or any other business purpose.

Unauthorised use of such area shall constitute a breach of this Agreement and may result in termination of the licence.

13. Nuisance and Inconvenience

The Licensee shall ensure that his/her activities do not cause nuisance, obstruction, inconvenience or disturbance to neighbouring occupants or other residents of FACT Township.

The Licensee shall be responsible for resolving any claim, complaint or liability arising from such acts or omissions, without prejudice to the rights of the Licensor under this Agreement.

14. Nature of Occupation

The Licensee shall use the Scheduled Premises only for the permitted purpose and only during the subsistence of this licence.

The Licensee's use of the Scheduled Premises shall remain subject to payment of the licence fee and compliance with all terms, conditions and obligations contained in this Agreement.

Nothing contained herein shall be construed as granting the Licensee any right, title or interest in the Scheduled Premises other than the limited permission to use the same in accordance with this Agreement.

15. Termination by Licensor

The Licensor shall be entitled to terminate the licence by giving one month's written notice to the Licensee, without assigning any reason.

The Licensor shall also be entitled to terminate the licence with immediate effect, subject to applicable law, in cases involving serious breach of the terms of this Agreement, unauthorised transfer or occupation, misuse of the Scheduled Premises, activities prejudicial to safety or public health, or any emergency requiring immediate action.

Termination of the licence shall be without prejudice to the Licensor's right to recover outstanding licence fee, interest, damages, repair costs, compensation, utility charges and any other amount due from the Licensee.

Nothing in this clause shall prejudice or restrict the rights and remedies available to the Licensor under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, as amended from time to time, or any other applicable law.

16. Surrender and Handover of Premises

Upon expiry or termination of the licence, the Licensee shall, within seven days, remove all his/her articles, goods, equipment and belongings from the Scheduled Premises and hand over peaceful and vacant possession of the Scheduled Premises to the Licensor.

The Licensee shall not be entitled to claim any compensation, reimbursement or other payment from the Licensor merely by reason of expiry or termination of the licence in accordance with this Agreement.

Failure to hand over vacant possession within the stipulated period shall constitute unauthorised occupation, without prejudice to the Licensor's right to initiate proceedings and recover damages and other dues in accordance with applicable law.

17. Breach by Licensee and Consequences

The Licensee shall be responsible for the acts and omissions of his/her employees, agents, representatives and persons permitted by him/her to enter or use the Scheduled Premises.

Any breach of the terms and conditions of this Agreement, or any direction lawfully issued by the Licensor, shall constitute a breach by the Licensee.

In the event of a material or continuing breach, the Licensor shall be entitled to terminate the licence in accordance with this Agreement and applicable law and to take such further action as may be legally permissible for securing vacant possession of the Scheduled Premises and recovery of its dues.

The Licensee shall be liable for all costs, losses, damages and expenses incurred by the Licensor as a consequence of such breach, to the extent recoverable under law.

18. No Easement or Other Interest

The licence granted under this Agreement shall not create or confer any easement, tenancy, leasehold interest, ownership right, lien, charge or any other right or interest in the Scheduled Premises in favour of the Licensee.

The Licensee shall not claim any right in the Scheduled Premises other than the limited permission expressly granted under this Agreement.

19. Hygiene and Public Health

The Licensee shall maintain proper standards of cleanliness and hygiene in and around the Scheduled Premises and shall comply with all directions issued by the Licensor or any competent statutory authority in this regard.

The Licensor or any officer authorised by the Licensor may inspect the Scheduled Premises for ensuring compliance with hygiene, health, safety and sanitation requirements.

Where the competent medical or statutory authority determines that the condition or use of the Scheduled Premises poses a risk to public health or the health of residents of FACT Township, the Licensor shall be entitled to direct the Licensee to discontinue the activity or take such other action as may be permissible under this Agreement and applicable law.

20. Risk of Loss to Licensee

The Licensor shall not be responsible for any loss suffered by the Licensee or loss of or damage to the Licensee's goods, articles, equipment or other property on account of theft, fire or other causes, except to the extent such liability cannot lawfully be excluded.

The Licensee shall make his/her own arrangements for insurance of his/her goods, property and business risks, as considered necessary.

21. Recovery of Dues

Any amount lawfully due from the Licensee to the Licensor or the Company may be adjusted against the security deposit.

If the security deposit is insufficient, the balance amount shall be recoverable from the Licensee in accordance with law.

22. Compliance with Laws

The Licensee shall comply with all applicable laws, rules, regulations, bye-laws, orders and directions of competent authorities relating to the business or activity conducted from the Scheduled Premises.

23. Indemnity

The Licensee shall indemnify and keep indemnified the Licenser against any loss, damage, liability, claim, penalty, cost or expense suffered or incurred by the Licenser arising out of:

- (a) violation of any law, rule or regulation by the Licensee;
- (b) negligence, default or misconduct of the Licensee or his/her employees, agents or representatives; or
- (c) any act or omission in connection with the business or activity conducted by the Licensee.

24. Surrender by Licensee

If the Licensee intends to surrender the Scheduled Premises before expiry of the licence period for his/her own reasons, the Licensee shall give three months' prior written notice to the Licenser.

In lieu of the unserved portion of the notice period, the Licensee shall be liable to pay licence fee for such period, subject to a maximum of three months' licence fee.

25. Death of Individual Licensee

Where the Licensee is an individual, the licence shall, upon his/her death, stand terminated.

The licence shall not be inheritable or transferable by succession. Grant of any fresh licence to a dependent or relative of the deceased Licensee shall be entirely at the discretion of the Licenser and shall be subject to such terms and conditions as the Licenser may prescribe.

26. Business Licences and Statutory Approvals

The Licensee shall obtain and maintain, at his/her own cost, all licences, registrations, permissions, approvals and certificates required from the competent authorities for conducting the permitted business or activity.

Copies of such licences and statutory approvals shall be furnished to the Estate Department whenever required by the Licensor.

27. Display Board

The Licensee may install only one display board in connection with the permitted business.

The size, design and location of the display board shall be subject to the approval of the Licensor and shall not cause inconvenience, obstruction or disturbance to other occupants or residents.

28. Environmental, Safety and Waste Management Requirements

The Licensee shall ensure that his/her activities do not cause damage to the environment or create any health, safety or pollution hazard.

Where the nature of the permitted business involves chemicals, hazardous materials or other substances requiring special handling, the Licensee shall comply with all applicable safety and environmental requirements and shall ensure proper storage, handling, packing, transportation and disposal thereof.

All waste, debris and other materials generated from the Licensee's activities shall be removed and disposed of at the designated place in accordance with the directions of the Licensor and applicable law.

29. Statutory Licences and Documents

The Licensee shall furnish copies of all licences, registrations, permissions and approvals obtained from the concerned statutory authorities to the Estate Department before commencement of the business and thereafter whenever renewed or amended.

30. Commencement of Business

The Licensee shall commence the permitted business within three months from the date of execution of this Agreement, failing which the licence may be cancelled by the

Licensor, without prejudice to any other rights available to the Licensor under this Agreement or applicable law.

31. No Waiver

Failure or delay by the Licensor in exercising any right or remedy under this Agreement shall not be construed as a waiver of such right or remedy.

Any waiver by the Licensor shall be valid only if made expressly in writing.

32. Amendment

No amendment, modification or variation of this Agreement shall be valid unless it is made in writing and signed by the Parties or by their duly authorised representatives.

33. Documents Forming Part of Agreement

The tender documents and allotment letter relating to the Scheduled Premises shall form an integral part of this Agreement.

In the event of any inconsistency between this Agreement and the tender documents or allotment letter, the provisions of this Agreement shall prevail, unless specifically stated otherwise by the Licensor in writing.

34. Jurisdiction

Subject to the provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and other applicable law, the courts at Ernakulam shall have jurisdiction in respect of matters arising out of or in connection with this Agreement.

35. Licence and No Tenancy or Lease

The Parties expressly acknowledge and agree that this Agreement constitutes a licence and not a lease or tenancy.

Nothing contained in this Agreement shall be construed as creating or conferring upon the Licensee any tenancy, leasehold interest, ownership right or any other proprietary or possessory interest in the Scheduled Premises.

The permission granted to the Licensee is personal, limited and conditional and is solely for the purpose and period specified in this Agreement.

The Licensee shall have no right to transfer, assign, sub-license, sub-let or otherwise part with the benefit of this licence or permit any other person to occupy or use the Scheduled Premises except with the prior written permission of the Licensor.

The Licensee acknowledges that the ultimate control and possession of the Scheduled Premises remain with the Licensor and that the Licensee's right is restricted to the permitted use of the Scheduled Premises during the subsistence of this licence and subject to the terms and conditions of this Agreement.

The expiry or termination of this licence shall automatically bring the Licensee's permission to use the Scheduled Premises to an end, and the Licensee shall have no right to remain in occupation thereafter except as may be permitted by law.

SCHEDULE

Building- at FACT Township, Udyogamandal :sq.ft.

Building No. _____ Eloor Municipality.

In Witness whereof the parties the Agreement have signed this Agreement on the date first above mentioned.

Licensor

Licensee

Witness: