

STANDARD LICENSE AGREEMENT (SLA)

AN AGREEMENT MADE THIS DAY OF TWO THOUSAND AND AND

BETWEEN

BHARAT HEAVY ELECTRICALS LIMITED, a Government Company incorporated under Companies Act 1956 and having its registered office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110049 and also having inter alia one of its Unit/office at (hereinafter referred as ‘BHEL’ or ‘Licensor’ which expression shall include its successors, assigns, administrators, liquidators and receivers, wherever the context of meaning shall so require or permit) of the ONE PART

AND

.....
.....
...Address.....herein after Called ‘The Licensee (which expression shall include its successors assigns, administrators, liquidators and receivers, wherever the context of meaning shall so require or permit) of the OTHER PART.

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS: -

Whereas BHEL /Licensor has invited the NIT No. dated for Based upon the evaluation of NIT Licensee has been short listed for on the terms & conditions as agreed herein in this agreement.

NOTE: Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

1. In consideration of the rent/license fees hereinafter reserved and of the other conditions herein contained, the Licensor agrees to license and Licensee agrees to take on LICENSE the premises known as together with all fixtures and fittings standing and being thereon building related services (external & internal called “THE SAID PREMISES”) more particularly described in SCHEDULE A.
2. The LICENSE shall commence/shall be deemed to have been commenced on the..... Day of Two thousand and and shall, subject to the terms hereof, continue for a term of year(s) with an option to extend the period of LICENSE for a further term as set out in Clause 19 hereof.

3. The Licensee shall, subject to the terms hereof, pay monthly rent/license fees for the said premises at the rate of Rs. per month which shall be deemed to be exclusive of maintenance charges, all the taxes and other charges payable to municipal or other local/state/other bodies (except Property/House Tax). The rent along with operation & maintenance charge as stipulated in para 4 is payable in advance before 10th of every month failing which the amount with interest at the rate of bank rate (presently *** %) plus 4% for the period of delay shall be recovered by BHEL (Licensor). In the event of the tenancy hereby created, being terminated as provided by these presents, the Licensee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination beyond lock in period of 3 months. The License Fees specified in this agreement are subject to annual revision, effective on the 1st of April each calendar year. However, in the case of allotments made between October 1st and March 31st, the License Fees shall remain unchanged on the 1st of April in the immediate year. Conversely, for allotments made on or between April 1st and September 30th, the License Fees shall be subject to revision on the 1st of April in the subsequent year. This provision is established to ensure a fair and transparent approach to the periodic adjustment of License Fees, taking into consideration the timing of allotments within the fiscal year.
4. The operation and maintenance charges at the rate of Rs. ...*... per sqft per month with applicable taxes will be charged over and above the monthly rent and it will be proportionately enhanced with respect to enhancement of the rent. The operation and maintenance of the following items (*) are covered under the said charges:
 - i. Air conditioning & mechanical ventilation
 - ii. Electrical fixtures, fittings, installations, compound lights and pumps.
 - iii. Lifts.
 - iv. Substation.
 - v. Diesel generators.
 - vi. Building management systems.
 - vii. Firefighting systems.
 - viii. Water treatment plant.
 - ix. Sewerage Treatment Plant (STP).
 - x. Deployment of security for entire campus and common area.
 - xi. Housekeeping for entire campus in common area.
 - xii. Any other amenities.

*(Give details. Strike out / add the facilities as per actual site conditions)

Security arrangement of the premises under possession of the Licensee shall be the responsibility of Licensee. Licensor (BHEL) shall not be responsible for any loss of

installation, equipment etc. The rate of maintenance charges as stated in Para 4 above are exclusive of electricity, water charges etc.

5. That the Licensee has to deposit 6 months rent, a sum of Rs.....(Rupees) as Security Deposit vide details The SD will carry no interest paid by BHEL and same shall be refunded at the time of the premises having been handed back properly to the Licensor with the fittings and fixtures etc. in good condition, all alterations made with due permission of Licensor are restored at the option of BHEL, all dues having been cleared. Otherwise the same shall be adjusted against the said security deposit. The Licensee shall also pay a sum of Rs.....(Rupees), 1 month rent, as Advance Rent.
6. The Licensor shall have right to adjust from security deposit, as decided by licensor, which has to be incurred by licensee on account of major damages to the building/premises. In case of failure to arrive at a consensus amount of damage the decision of the BHEL shall be final and binding on the licensee. The Licensee shall not be liable to pay normal wear and tear. If he is aggrieved with decision of BHEL then he may have opportunity to represent his case, before HOU.
7. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule 'B' and the Licensee shall upon the expiration of the term hereby created or any renewal thereof and subject to clause 15 hereof yield up the said premises including fixtures and fittings in as good a condition as received.
8. The Licensee shall be entitled to use the said premises only for allotted purpose and/or lawful business of Licensee and is not detrimental to the interest of the Licensor.
9. The Licensee shall not sublet assign or otherwise part with the whole or any part or parts of the said premises during the period of tenancy nor will allow at the time of vacating the premises and will handover peacefully vacant possession to the Licensor or his authorized agent.
10. That the Municipal Tax (except Property/House Tax) or other local tax levied by local authority and water charges are be borne by the Licensee proportionately including any future revision with retrospective effect for the period and area of occupation. Any other tax or any hike imposed by the appropriate authority is to be borne by the Licensee. Goods and Services tax at the prescribed rates is to be borne by the Licensee. It is made absolutely clear, in this deed that it shall be the sole responsibility of the Licensee to pay all such charges as stated in paras 9 & 10 to Govt. and /or other Govt. authorities. It is agreed that in case the lesser is required to pay or forced to pay such taxes, charges, the Licensor may pay the same and deduct the same from the security deposit, in such events, short fall in any security deposit during the currency of agreement shall be payable by Licensee with the following monthly rent payable, so as to secure deposit of Rs keeps deposited with Licensor throughout the LICENSE period. The LICENSE is subject to the local authority bye laws. The Licensee shall comply with municipal and other charges. If the Govt/local authority objects to LICENSE out the BHEL premises, then the bidder

has to vacate the same and BHEL shall not be liable to pay any compensation for the same.

11. That the Licensee shall pay all charges in respect of electric power, light used in the said premises in accordance with the separate meter / sub-meters installed therein during the currency of this agreement including proportionate fixed charges against bills raised by the appropriate authorities beginning from the date of taking over the possession of the said premises. The cost of separate meter /sub-meter including its installations shall be borne by the Licensee.
12. That at the time of occupation, the Licensee shall see the conditions of all fittings and fixtures and shall be responsible to restore this in the same condition in which they have been taken over except natural wear and tear.
13. That the Licensee shall allow the Licensor or his authorized agent to enter the said premises at the reasonable hours or when necessary for inspection/repair etc.
14. The responsibility for registration / documentation of this indenture would be that of the Licensee and all expenses in that regard would be borne by the Tenant/Licensee. The registration of this agreement should be got done by the Licensee within a period of months (*time period as per local laws, rules and regulations to be mentioned*) from the date it is signed. One copy of the registered document would be supplied by the Licensee to the Licensor within 15 days of the registration thereof.
15. That the Licensee shall be entitled to erect and fix up partitions, cubicles and other fixtures and fitting and meters into or upon the said premises or any part thereof after getting approval of the same from the Licensor provided that same shall in all events confirm the building bye laws of the authority concerned for time being. However, at the expiry of this LICENSE or extension. If any, the Licensee will hand over vacant possession of the said premises in its normal original condition after removing at its own cost all and fixture installed by the Licensee. The Licensee shall not make any structural changes, addition/alterations in the premises without written permission from BHEL.
16. That day to day repairs arising out of the normal wear and tear or resulting from any modifications by the licensee at his own cost but any major structural repair may be done by licensor at his own cost. Licensor shall have power to remove any fixture/fitting or modifications done by the licensee if it is felt that such changes has done under clause 15 will damage the structure of the building.
17. The Licensor shall not be liable for loss of profit or loss of goodwill arising from the occupation of the said premises by the Licensee and the Licensee shall make no claim in respect thereof.
18. The Licensee agrees with the Licensor to abide by the terms and conditions of the LICENSE deed and shall peacefully enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance to the Licensor by him or any person claiming by or through or under them.
19. If the Licensee shall be desirous of extending the LICENSE of the said premises after the expiration of the term hereby granted, it will give a request in writing to the Licensor not less than two months before the expiration of the term hereby granted

to the Licensor. Thereupon the Licensor may renew the LICENSE for a further period of years in accordance with the covenants, agreements and conditions as in the present agreement including the present covenant for renewal provided that such revision shall be with revision of rent/license fee. However, it is agreed condition that if no such mutual agreement is reached the Licensee shall vacate the premises on the expiry of the time of LICENSE deed. On agreement, only two such extensions of maximum duration of years each may be considered and the Licensee shall have to vacate the premises after expiry of license period.

20. The Licensor shall be entitled to terminate the LICENSE at any time giving to the Licensee a Two-months advance notice in writing of its intention to do so.
21. That in case of default of non-payment of the LICENSE amount for the maximum period of three (3) months, then this agreement shall stand automatically terminated and the Licensee shall have to vacate the premises immediately. No claim whatsoever shall lie against the licensor.
22. The licensor has the right to recover any amount due from lessor from the security deposit available with licensor and the decision of licensor will be final and binding on the licensee.
23. Any notice to be made or given to the Licensor under these presents or in connection with the said premises shall be considered as duly given if sent by the Licensee through the post by registered letter/speed post addressed to the officer who signs this agreement on behalf of Licensor and a copy to the Head of Unit/Region/Division concerned and any notice given to the Licensee shall be considered as duly given if sent by the Licensor through the post by registered letter/speed post addressed to the Licensee at their last known place of abode. Any demand or notice sent by the registered post in either case shall be assumed to have been delivered in the usual course of Post.
24. That in case of any dispute with regard to this LICENSE AGREEMENT, the same shall be subject to the jurisdiction of Estate Officer's Court and Courts at _____ (*i.e. Place where agreement is signed*) and Indian Law shall be applicable. However, during the pendency of the dispute, "the Licensee shall not stop payment of rent and other CHARGES if the possession is not vacated and handed over officially to licensor or occupied by Licensee. Other terms shall also continue to apply."
25. Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 45 (Forty Five) days from the date of making of such request.
26. Where parties are unable to settle the disputes through mutual conciliation, the same shall be referred to Head of Unit/Region/Division, and the decision of HOU shall be binding on both the parties.

27. The possession is deemed to be 'unauthorized occupation' in case of termination/expiry of license. This will warrant immediate action under Public Premises (Eviction of Unauthorized Occupants), Act, 1971 and all applicable laws. BHEL/Licensor shall be at liberty to initiate such action as deemed fit. In case of failure to vacate the premises, the Tenant/Licensee shall be evicted as per the provisions contained in the Public Premises (Eviction of Unauthorized occupants) Act, 1971 and all applicable laws at the risk & cost of Tenant/Licensee. Any damage to the facility, except for normal wear & tear, shall be made by Tenant/Licensee.
28. In the event of Licensee committing any breach of terms & conditions herein contained and Licensee has not rectified the said breach within 15 days, after the same has been brought to their notice by the Licensor, the Licensor shall be at liberty to terminate the agreement by giving one month's notice in writing terminating the LICENSE & upon expiring of such notice Licensee shall stand terminated.
29. Upon the termination or earlier determination of this agreement, in the event of the Licensee failing to remove the employees/representative, his belonging, furniture & fixtures etc & hand over the vacant and peaceful possession thereof to the Licensor, it is agreed that Licensee shall pay to all Licensor damage charges and mesne profit of Rs. _____ per day in addition to the monthly rent payable, without prejudice to other rightful remedy, from the date of such default until such time of the Licensee have removed their articles, belonging, fixture, effects, employee etc. from said premises and handed over peaceful possession of these to the Licensor. The said damage charges and mesne profit in case not paid regularly will be adjusted / deducted from the Security Deposit(SD) deposited with the Licensor. The payment of damage charges and mesne profit however does not absolve the Licensee to their obligations to vacate the premises on the expiry or termination of this agreement.
30. That the Licensee shall abide by all laws, byelaws, rules & regulations of government or local authority. The Licensee shall not use the premises for the things/ business which are prohibited by any law of land. The Licensee shall not or attempt to do so or cause or suffer to be done anything which may or is likely to jeopardize or prejudice to the interest of the Licensor. In event of default being committed, the Licensee undertakes to exclusively own such liability & responsibility & shall keep the Licensor fully holding & indemnified in respect of such liability
31. That the Licensor and their agents, employees shall be entitled to visit & inspect the said premises or any part thereof, at all reasonable times for the purpose of either viewing the conditions of said premises, nature of business or otherwise. The Licensee shall not hinder or obstruct any such visitor from visiting the said premises or any part thereof.
32. The licensee/tenant shall use the premises only for the purpose for which the premises was/were allotted. Rented premises shall not display any publicity material of companies competing with BHEL. Further, BHEL shall reserve the right for utilizing the premises for publicity/other purposes.
33. The Premises will not be rented for running of liquor business/illegal activities.

34. BHEL Employee/licensee/tenant shall not carry any commercial activity in allotted residential accommodation. If at any stage, it is found that licensee/tenant is deriving any financial benefit from the allotted residential accommodation, the allotment shall be cancelled and one month's notice shall be issued to vacate the property/Facility. In case of BHEL employee, disciplinary action may be initiated as per extant BHEL Conduct and Discipline Rules-1975 /Standing orders of the concerned Unit.
35. The Licensee to whom such Unutilized/Underutilized Properties/Facility is Rented/Licensed, shall be responsible including its consequences and liabilities for all the action/inaction and/ or omissions/commission of his/ family members/ any other person acting/working on his behalf. Any illegal activity or any nuisance to neighbors may render licensee/tenant ineligible for allotment and may lead to termination of license at the discretion of BHEL, without prejudice to any other action as deemed fit by BHEL.
36. This LICENSE agreement has been executed in duplicate. One counter part of the LICENSE agreement to be retained by the Licensee and the other by the Licensor.

THE SCHEDULE 'A' REFERRED TO ABOVE

The premises include super built up area of about Sqft on floor of the building known as ... in the city of ... situated on plot/and bearing Survey/Khasra Nos. with boundaries of the compound described herein below:

North -

South -

East -

West –

Coordinates of property:

along with all rights and privileges regarding use of corridors, stairs, parking spaces etc.

THE SCHEDULE 'B' REFERRED TO ABOVE

Details of fixtures and fittings:

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IN WITNESS WHEREOF THE OFFICIAL SEAL OF has been affixed in the manner hereinafter mentioned and the LICENSE agreement has been signed for and on behalf of the Licensee on the day and year first above written by

<p>Signed for and on behalf of BHARAT HEAVY ELECTRICALS LIMITED</p> <p>Name: Designation:</p>	<p>Signed for and on behalf of _____</p> <p>Name: Designation: (In case Licensee is a company) Having authority to sign on behalf of the Licensee Vide resolution dated of)</p>
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Date:

Place:

Witnesses:

- | | |
|---------|---------|
| 1. | 1. |
| 2. | 2. |

Note:- Portions which are not applicable may be scored off at the time of filling up of the Standard LICENSE Agreement (SLA) format.