

LEAVE AND LICENSE AGREEMENT

THIS Agreement is made on this ____ day of _____ Two Thousand _____ between _____, _____ by and on behalf of _____, a Company limited by shares and incorporated under the provision of Companies Act, 1956 and having its Registered office at _____, (hereinafter referred to as "**Licensor**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor (s) and assigns) ONE PART.

AND

_____, _____ by and on behalf of _____ having its registered office at, _____ a Company incorporated under the Indian Companies Act, 1956 hereinafter referred to as "**the Licensee**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor (s) of the OTHER PART.

W H E R E A S :

1. The Licensee is engaged in the business of _____ and is carrying on its business at _____.
2. Licensor has executed a perpetual lease deed in respect of an area of _____ in _____ with the _____ for construction of _____ as per the terms and conditions mentioned in the aforesaid Perpetual Lease Deed dated _____.
3. Licensor has constructed _____ (hereinafter referred to as the "said Property ") in the aforesaid area having usual ancillary facilities and functional components .
4. Licensor is the owner of Unit No. _____ of the said Property i.e. Unit (hereinafter referred to as the 'said Premises') on the Monthly License Fees of Rs. _____ /- (Rs. _____ only) and Service Charges of Rs. _____ /-(Rs. _____ only) has absolute authority to enter into any arrangement with the Licensee in respect of the said Premises.
5. The Licensee has approached Licensor to allow lawful usage of the said Premises on terms and conditions contained herein for its office.
6. The Licensor has agreed to grant on leave and license basis the said Premises for _____ years from the date of signing this Agreement on the terms and conditions specified hereinafter.

NOW THIS AGREEMENT WITNESSETH AND it is hereby agreed by and between the parties hereto as under:

1. **DEFINITION:**

1.1. In this Agreement, except where the context otherwise requires, the following words and expressions used in this agreement shall have the following meaning:

- a. "Current Taxes" shall mean the property tax last paid with respect to the Premises as assessed by the Municipal authorities in Delhi at any time before the commencement of the license granted hereunder.

- b. "License Fees" shall mean the fee payable by the Licensee every quarter in advance to the Licensor as specified in Clause 3 hereof.
- c. "Unit" shall mean the Unit to be operated by the Licensee from the said Premises for Authorised Purpose.
- d. "Government" shall mean the Central or State Government, local bodies, Municipal Corporation and statutory bodies and/or authorities.
- e. "Licensee" shall mean _____ and its successors.
- f. "Licensor" shall mean _____ and its successors and assigns.

1.2 In this Agreement, (unless the context requires otherwise)

- a. Reference to a singular include a reference to the plural and vice versa.
- b. Reference to any gender includes reference to all gender.
- c. Reference to a word shall include reference to all grammatical variation of such word.

2. PERIOD:

The Licensor doth hereby grant to the Licensee the use and occupation of the said Premises on Leave and License basis for a period of _____ months from the date of signing this Agreement and initial lock in period will be _____ months in which either party cannot terminate this Agreement. After a lock in period of _____ months from the date of signing of this Agreement the Licensee and Licensor shall have the liberty to terminate the agreement by giving at least _____ month's prior notice to the Licensor or the Licensee as the case may be.

3. CONSIDERATION:

- a) In consideration of the licenses and authorities to the Licensee to enter upon and use the said Premises under the name and style of _____ (hereinafter referred to as the "Authorised Purpose") on the days and during the hours as may be determined hereinbelow the Licensor shall be paid periodical License Fees together with the undertaking as set out hereinafter.
- b) During the currency of this License, the Licensee hereby agrees with the Licensor and undertakes as follows: -
 - i) To pay to the Licensor a sum of Rs _____ (Rupees _____ only) latest by the 5th day of every quarter, in advance for the relevant quarter, the first of such payments to be made on signing of this agreement (hereinafter referred to as the "License Fee"). The Licensee fees will be increased by 6% on the expiry of each period of _____ months on the previously paid Licensee Fee.
 - ii) If there is default in paying the License Fee in time, interest @ 24% p.a. shall be chargeable from the due date(s) to the actual date of payment.

4. OBLIGATIONS OF THE LICENSEE:

- a) The Licensee has deposited with the Licensor on the signing of this agreement a sum of Rs. _____ (Rupees _____ only) equivalent to

six months license fees vide Cheque no. _____ dated _____ of _____ Bank as interest free security deposit. (hereinafter referred to as the "Security Deposit") that the Licensor do hereby admit and acknowledge.

- b) The Licensee shall promptly and punctually pay all the sums due under clause 3 hereinabove as and when they become due and payable and the Licensee shall make such payments within the stipulated time in the manner the same are payable. The Licensee agrees that these payments shall not be made in installments. The Licensee agrees that failure to make payment of the License Fees as specified in clause 3 hereinabove within the period specified therein shall be terminable breach under Clause 7 of this Agreement.
- c) The Licensee shall punctually pay all charges and taxes with regard to the running of the business of the said Unit including the charges for telephone (as per bills received from the service provider) electricity (as per meter reading and bills received from the service provider), used in the said Premises including electricity charges for running of such electrical gadgets that may be used by the Licensee, fixed or attached in or outside the said Premises and all other outgoings for running the Unit from the Premises, till the expiry of the period of this arrangement or its sooner determination.
- d) Over and above the License Fees payable to Licensor the Licensee shall be liable to pay all increases over Current Taxes proportionately with respect to the Unit that may be levied from time to time besides the electricity and air condition charges based on actual consumption.
- e) The Licensee shall be exclusively in charge of the management and running of the said business from the said Premises. Accordingly, the Licensee shall employ adequate staff of the requisite competence and skill required for conducting the business of the said Unit. It is clearly agreed and understood that the sole responsibility for the employment of such staff and payment of the remuneration as also terminal benefits, if any, shall be that of the Licensee and that Licensor shall not be responsible or liable in any manner, directly or indirectly, for such employment or expenses incurred thereof. The Licensee shall take all steps necessary to ensure that Licensor does not become or is treated as the principal employer. In the unlikely event of Licensor being treated as a principal employer the consequences thereby shall be borne by the Licensee. The Licensee hereby agrees to indemnify Licensor against all such consequences including legal fees and expenses that Licensor may have incurred for defending any proceeding or protecting its interest. This sub-clause shall survive termination of this Agreement.
- f) The Licensee agrees to observe and comply diligently as its sole responsibility with the provisions of the Shops and Commercial Establishments Act, Customs Act, Income Tax Act and other applicable and relevant Acts provisions and rules and regulations for conducting business of the said Unit from the said Premises and Licensor shall not in any way be responsible for the same. Licensor will not be responsible for any business risks or statutory liabilities for the business of the said Unit carried on from the said Premises. The Licensee shall indemnify Licensor against any claim, loss or damage including legal fees and cost that Licensor may suffer for non-compliance of provision of this sub-clause by the Licensee. This sub-clause shall survive the termination of this Agreement.
- g) The Licensee shall be solely responsible to insure its property and effects lying in the said Premises and/or furniture, fixtures office equipments, computers, telephone system, fax machine and signboards etc. at their own costs, charges and expenses and insurance premium shall also be borne and paid by the Licensee alone. The Licensee shall also ensure that comprehensive insurance is taken covering third party claim.

- h) The Licensee undertakes not to encumber let out or part with the possession in any manner whatsoever of the said Premises, at any time.
- i) Subject to clause 7D in case of expiry or earlier determination of this Agreement, the Licensee shall ensure that all items including furniture, fixtures and office equipments of the Licensee be removed from the said Premises immediately on expiry of the term of this Agreement or earlier determination, failing which Licensor shall be entitled either to remove such Products, furniture, fixtures and office equipments from the said Premises or to claim damages @ Rs. _____(Rs. _____only) per day for the period during which the Licensee does not vacate the said Premises.
- j) The Licensee shall not use the said Premises for any purpose other than for the Authorized Purpose;
- k) The Licensee shall obtain and keep in force all permission and licenses which may be required by law for carrying on business of the said Unit from the said Premises and selling the Products therefrom, and to comply with any condition which may be attached to any such permission or licenses;
- l) The Licensee agrees and undertakes to manage and conduct the said Premises so as to preserve the reputation of Licensor and to abide by the rules and regulations framed by Licensor from time to time and the Licensee shall ensure that nothing shall be done, permitted or committed contrary to any provision made by or under any statute or law for the time being in force or rules and regulations framed by Licensor and in particular not to use or permit the said Premises to be used for any form of unlawful activities ;
- m) The Licensee shall not make any alterations or additions to the said Premises including soft construction, without the prior written permission of Licensor. However Licensor will not unreasonably hold any such request of the Licensee.
- n) The Licensee shall not alter the original colour of the outside of the said Premises or the facade and front elevation nor erect sun-screens, curtains or blinds on the exterior nor paste any bills, advertisements, posters, notices, cuttings, etc. on the glasses, nor permit the same to be made, affixed or altered or erected in any circumstances;
- o) The Licensee agrees and undertakes to forthwith remove or cause to be removed any goods, articles or exhibits in the said Premises which in the opinion of the Licensor are obnoxious, obscene or undesirable.
- p) The Licensee shall not hold any auction, bids or such other activities at the said Premises without prior written consent of the Licensor.
- q) The Licensee agrees and undertakes not to display, affix, paint or exhibit any name or writing or anything upon the exterior of the said Premises without obtaining prior written consent of the Licensor.
- r) The Licensee agrees and undertakes not to do any act or omission which result in any nuisance or annoyance being caused to other business units in the said Premises or to the neighboring areas.
- s) The Licensee agrees and undertakes that it shall ensure that all its employees, servants, clients and agents shall follow the rules and regulations laid down by the Licensor. It is clarified that the Licensor shall have the right to update and /or change and /or modify the said rules and regulations from time to time and the Licensee undertakes that the Licensee and all its employees, servants, clients and agents shall follow and be bound by the said updated, changed or modified rules and regulations.

- t) The Licensee agrees and undertakes not to do or permit to be done any act which may invalidate or in any way affect the insurance of the building or property wherein the said Premises is located;
- u) The Licensee agrees and undertakes not to stack garbage, packing material, goods or material outside the said Premises or in front of the Unit.
- v) Not to store or cause to be stored any hazardous, combustible or dangerous goods in stipulated space nor use any gas, kerosene or electric stove or appliances for preparing any food or beverage item or for any other purpose.
- w) In the event of any damage or injury being caused to the said Premises or any property of Licensor or The Grand Plaza by the Licensee or his servants, agents, customers or any one upon the said Premises or as a result of the use of the said Premises for unauthorized purposes, the Licensee shall at its own expense make good all such damage or injury and in the event of his failure to do so within 15 (fifteen) days after occurrence of such damage or injury, Licensor may make good such injury/damage and the Licensee shall indemnify Licensor against all such costs and charges and expenses in respect thereof.
- x) It is the intention of the parties that Licensor does not bear any business risks. The Licensee hereby indemnify Licensor and save Licensor harmless against any action, proceedings, claims or demands from any person and/or entity and/or Governmental authority made against Licensor in respect of or as a result of or on account of the Licensee committing any breach of the terms and conditions of this agreement and/or, laws, rules and regulations of or any other Act or Statutory Regulations applicable to the Authorised Purpose or any consequence of any act of commission or omission or default of the Licensee, its servants, agents or employees. The Licensee hereby undertakes and agrees to pay all costs, charges and expenses which Licensor may have to pay/incur or sustain on account of any action, proceeding, claim or demand or otherwise including legal fees and expenses that Licensor may have incurred for defending itself or protecting its rights in relation thereto.
- y) The Licensee and all its employees, servants, clients and agents shall always abide by the rules and regulations framed by Licensor relating to the day to day running of Unit as specified from time to time.
- z) The Licensee shall only be allowed to use the Unit in the manner as laid down in the agreement and or in any other manner permitted by the Licensor.
- aa) The Licensee hereby undertakes to provide all assistance including providing necessary documents and execution of additional documents as and when required by Licensor or the bank, financial institutions or other persons with whom Licensor wishes to securitise the License Fee payable to Licensor under this agreement or otherwise raise money on the strength of this Agreement.
- bb) The Licensee shall not cater to any of its clients save and except in the normal business hours.
- cc) The Licensee is responsible for payment of all stamp duty required for the execution of this agreement. The Licensee shall pay all further and additional stamp duty if required by any statutory body or authority. The Licensee undertakes to pay all charges for registration of this agreement if registration is required at any future date.
- mm) The Licensee shall abide by the terms and conditions of the Perpetual Lease Deed dated _____.

5. OBLIGATIONS OF LICENSOR

- a) Licensor shall provide:
1. Civil and other maintenance, looking after and attending to the electricity, water and sanitary fittings and pumping requirements in the common entrance around the said Premises; and
 2. Security for the common area provided that Licensor shall not in any way be responsible in case of any theft, pilferage or loss from the said Premises,
 3. External and internal lighting only for the common area of Unit and not the said Premises.
 4. Provide power back up for the said Premises, this will only be provided by Licensor only when the service provider of power fails to provide the power due to no fault of the Licensee,
 5. Electricity connection at one point in the said Premises and all internal wiring will be the responsibility of the Licensee,
 6. 1 CAT – 5 Cables, which can take upto 3 telephone connections at one point in the said Premises,
 7. Arrange for separate meter for recording the electricity consumption of the Licensee.

6. OWNERSHIP OF THE SAID PREMISES

- a. It is agreed and understood by the Licensee that the Licensee does not and will not have any proprietary rights in the said Premises and that neither the Licensee nor its agents and servants nor its lenders or creditors (whether secured or unsecured) and any other party shall have any claim right title and interest therein in any manner whatsoever.
- b. It is clarified and agreed by and between the parties hereto that save and except the mere right as a Licensee that has been granted under this Agreement no right, title and interest including tenancy rights in respect of the said Premises are intended and/or created in favour of the Licensee which the Licensee doth hereby admit and confirm.
- c. The Licensee shall not enter into any agreement with its lenders or any person by virtue of which such lender or any person has an interest in the said Premises.
- d. Licensor has informed the Licensee that the said Premises has been mortgaged/charged to its lenders
- e. Licensor shall have the right to sell, transfer, assign, mortgage or in any other manner encumber the whole or part of Unit including the said Premises without any consent or reference to the Licensee.
- f. The said Premises shall not be deemed to be in exclusive possession of the Licensee and licensor can enter into the premises for any inspection by verbal or written information to the licensee.

7. TERMINATION:

- A) In the event the Licensee fails or neglects or is unable to pay to Licensor the License Fees payable under clause 3 of this Agreement and/or amendment agreement/s (if any) ("amount in arrear") or commits a breach of any of the terms of this Agreement and/or amendment agreement/s, if any, willfully or otherwise, then Licensor may give a notice in

writing to the Licensee to pay up the amount in arrears or remedy the breach and if the Licensee fails to do so within a period of ____ days from the date of service of such notice, Licensor may terminate the Agreement immediately. In the event Licensor gives notice in writing to the Licensee to pay up the amount in arrears and or to rectify the breach and the Licensee pays up the amount in arrears and rectifies the breach the parties hereto shall carry on with their respective rights and obligation as if there was no such breach. However if the Licensee fails to pay up the amount in arrears for the second time (which need not be necessarily be for the same month) in a year or commits any breach which was committed earlier for which notice has been given, Licensor may terminate this agreement without issuing any further notice to the Licensee. However, such termination as specified in this sub-clause shall not limit other rights that the Licensor may have under Agreement under any law in force or under equity.

- B) This Agreement shall stand terminated automatically in the event of:
- i) After the expiry of period of ____ months from the date of signing of this Agreement or on receipt of ____ months termination notice from either party after a lock in period of ____ months from the date of signing of this Agreement or,
 - ii) Licensee being ordered to be wound up (except any winding up in course of amalgamation or merger) or,
 - iii) Provisional liquidator or receiver being appointed in respect of all the assets of the Licensee or,
 - iv) If Licensee enters into liquidation whether compulsorily or voluntarily (otherwise than for the purpose of amalgamation or reconstruction) or compound with their creditors or take or suffer any similar action in consequence of debt or,
 - v) Licensee becoming insolvent or,
- C) Upon termination or determination of this Agreement for whatever reason:
- 1. The Licensee shall forthwith remove and take away its goods and effects from the said Premises or if wished by Licensor to retain the Products the Licensee may sell them to Licensor at a price to be mutually agreed upon between the parties hereto. However, if any sum of money is due and payable to Licensor as Fees under Clause 3 or of this Agreement, pursuant to any other clause then Licensor may, at its discretion, exercise lien over the Products lying in the said Premises and

8. EFFECT OF TERMINATION:

Upon this agreement being terminated and/or rescinded:-

- 1. In case of termination for any reason whatsoever the Security Deposit plus the Advance Rental lying with the Licensor shall be adjusted against any dues of the Licensor arising due to failure on the part of the Licensee to pay the License Fee and any accrued interest thereon, or due to breach of any other terms and conditions of this Agreement by the Licensee whereby damages is caused to the Licensor. However, in both cases when there is an outstanding License Fees or there is a breach of any of the terms and conditions of this agreement by Licensee, the sum lying as Security Deposit is insufficient then the Licensor shall have the right to claim for further sum towards satisfaction of the License Fee or toward any other claim it may have against the Licensee. MOREOVER such adjustment from the Security Deposit Rental shall not limit any other right the Licensor may have under this Agreement, law, equity or otherwise. It is clarified that in the event of breach of any of the terms and conditions

of this Agreement by the Licensee causing any loss or damage to the Licensor the quantum of loss or damage assessed unilaterally by the Licensor shall be final and binding on the Licensee.

2. Licensor shall have a lien on the goods lying on the said Premises to the extent the amounts receivable by it under this business arrangement whether as License Fees or otherwise.
3. Irrespective of whether any sum is due and payable by the Licensee to Licensor or not all fittings, fixtures fitted or embedded including light fixtures, wiring, flooring and glass fittings at the said Premises shall be retained by Licensor.
4. Subject to sub-clause (i) and (ii) the Licensee shall forthwith on the date of termination remove itself out of the said Premises. In case of damages to the Premises beyond normal wear and tear and the Licensee shall pay such sum as may be assessed by Licensor for restoring the said Premises to good and proper condition.
5. Subject to Clause 8 (i) and (ii) in the event of termination, the Licensee, its lenders or creditors (whether secured or unsecured) shall remove the effects, furniture, fixtures and fittings belonging to the Licensee forthwith from the said Premises. It is clarified that under no circumstances the Licensee, its lenders or creditors (whether secured or unsecured) shall be entitled to retain possession of or claim any right or interest of any kind of whatsoever nature over the said Premises.
6. Without prejudice to all other legal rights and remedies to Licensor, any failure on the part of the Licensee to remove itself its men, servants, agents and any person claiming under it and subject to clause 8(v) the goods, furniture's, fixtures and fittings belonging to the Licensee from the said Premises on termination shall make the Licensee liable to pay to Licensor liquidated damages not being in the nature of a penalty of Rs. _____ (Rupees _____ only) for the said Premises for every day that such default continues. Notwithstanding the payment of such damages, Licensor shall be entitled to bar the entry of the Licensee and/or its employees, agents, servants and/or any other person claiming under the Licensee to enter the said Premises and Licensor is hereby authorized by the Licensee to do so and furthermore to take back and occupy the said Premises. Such actions taken by Licensor shall not amount to any wrongful restraint or action on the part of Licensor.

9. CONSIDERATION-FREE PERIOD

The Licensee shall be given a consideration-free period upto _____.

10. ARBITRATION:

If any question of difference or claim or dispute arises between the parties hereto touching these presents or the construction thereof to rights, duties or obligations of the parties hereto or as to any matter arising out of or connected with the subject matter of these presents, the same shall be referred to the arbitration to be held at New Delhi The reference shall be to a single arbitrator to be mutually appointed, or in case of disagreement as to the appointment of a sole Arbitrator, by 3 Arbitrators of which each party shall appoint one Arbitrator and the two appointed Arbitrators shall jointly appoint the third Arbitrator. The arbitrator(s) shall determine the procedure and need not give any reasoned award. The Arbitrator(s) shall have summary powers as also the powers to grant interim and ad-interim reliefs. The parties agree to abide by the decision of the Arbitrator, which shall be final and binding. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any law relating to arbitration in force at the time of such reference

11. NO WAIVER:

The failure of any party to insist in any one or more instances upon the strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any of such provisions or the relinquishment of any such rights but the same shall continue in full force and effect.

12. MISCELLANEOUS CLAUSES

- a) It is clearly agreed and understood that save and except granting a mere leave license this Agreement does not, nor is intended in any manner to be construed so as to create, confer or grant any lease, tenancy, sub-tenancy, any right, title, interest of any nature whatsoever into or upon the said Premises in favour of the Licensee.
- b) It is clearly understood by the parties hereto that the entire responsibility of carrying on the business from the Unit at the said Premises shall be that of the Licensee. Licensor shall not be responsible for the bad debts or the creditors of the Licensee. In the event any creditor or person including all Governmental Tax Authorities having any claim against the Licensee lodges a claim against Licensor or joins Licensor in any proceeding then the Licensee shall indemnify Licensor against all loss injury or damage including Legal Fees and expenses that Licensor may suffer. This clause shall survive the termination of this Agreement.
- c) It is further agreed by and between the parties hereto that nothing herein contained shall be construed as a partnership, joint venture or association of persons between the parties.
- d) The Licensee undertakes that while using the Unit at the said Premises the Licensee shall not make any representation to any person by virtue of which it would be construed that Licensor has entered into any partnership, joint venture or arrangement of similar nature with the Licensee and Licensor shall in any way be responsible for the action or dealing of the Licensee.
- e) Notwithstanding anything covered herein Licensor shall have the right to create charges/mortgages as and by way of first charge on its land, hereditaments, premises and buildings including the said Premises in favour of any person including financial institutions and banks as security advanced to Licensor for any purpose.
- f) Notwithstanding anything hereinabove contained it is expressly agreed and understood that in the event, before expiry of this agreement, if any amendment and/or any modification is made to The Delhi Rent Control Act, 1958 or any other enactment, circular or any other legislation is passed by any appropriate authority granting any protection to the Licensee or disentitling Licensor from evicting and/or removing the Licensee and / or any person in occupation from the said Premises, then in such an event license hereby granted shall be deemed to have expired on the day previous to coming into effect of such amendment or modification of enactment or circular or any other legislation and in that event the Licensee and its men, servants and agents etc. shall remove themselves and their belongings from the said Premises and every part thereof, provided however that this is without prejudice to the remedies which the Licensor may have against the Licensee hereunder. The intention being that no right or interest of any nature whatsoever, is agreed to be created or intended to be created by the Licensor in favour of the Licensee save and except the bare license and permissive use of the said Premises hereby granted on a temporary basis.
- g) It is agreed by the Licensor and the Licensee that the Licensee shall get this Agreement registered with the Competent Authority as required under the Act, if required by law. The Licensee shall also bear all the cost of the Stamp Duty, Registration fee, Advocates fees and all miscellaneous expenses that may be incurred for such purposes.

- h) The Licensor shall have the right to enter into and inspect any portion of the said Premises given to the Licensee on leave and license basis.
- i) The Licensee represents and warrants that the Licensee is a validly constituted Company incorporated under the laws of the India (or as the case may be), is in good standing, is authorized to carry on its business and has full power, capacity and authority to execute, deliver and perform this Agreement.
- j) The Licensee, its officers, directors and shareholders have taken all action necessary (corporate, statutory or otherwise) to execute and authorise the execution, delivery and performance of this Agreement.
- k) Licensor represents and warrants that Licensor is a validly constituted Company incorporated under the laws of the India, is in good standing, is authorized to carry on its business and has full power, capacity and authority to execute, deliver and perform this Agreement;
- l) Licensor, its officers, directors and shareholders have taken all action necessary (corporate, statutory or otherwise) to execute and authorise the execution, delivery and performance of this Agreement.

13. FORCE MAJEURE

No party shall (provided it complies with the provisions of this clause) be deemed in breach of this Agreement or otherwise liable to the other party for any failure or delay in performance by it of any of its obligations under this Agreement if and to the extent that the delay or non-performance is due to Force Majeure. If a party is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure that party shall immediately give written notice to the other of the nature and extent of the circumstances giving rise to Force Majeure. The operation of this Agreement shall be suspended during the period (and only during the period) in which the Force Majeure continues and any time periods in this Agreement shall be extended accordingly. The party claiming to be prevented or delayed in the performance of any obligations under this Agreement by reason of Force Majeure shall use all reasonable endeavors to bring the Force Majeure to a close or to find a solution by which this Agreement may be performed despite the continuance of the Force Majeure. Immediately after the end of the event of Force Majeure, the affected party shall give written notice to the other that the Force Majeure has ended and resume performance of its obligations under this Agreement.

14. NOTICE:

- a) Any notice required or permitted by this Agreement to be given by Licensor to the Licensee, shall be in writing and shall be addressed to _____ or at such address the Licensee may, from time to time, designate to Licensor in writing. Any notice, required or permitted by this Agreement, to be given by the Licensee to Licensor shall be in writing and shall be addressed one to the _____ or at such other address as may from time to time, be designated to the Licensee in writing by Licensor.
- b) All notices required and permitted under the provisions of this Agreement or by law to be served upon or to be given to a Party by any other Party shall be in English language and shall be deemed duly served or given:-
 - (i) on the date of service, if served personally or sent by facsimile transmission with appropriate confirmation of or receipt; or

(ii) on the 7th day after service, if sent by an reputed courier to the address given above or such other address as may be notified by the parties hereto.

15. VARIATIONS:

No amendment, deletion, addition or other changes in any provision of this agreement or waiver of any right or remedy, herein provided, will be effective unless specifically set forth in writing signed by the parties to be bound thereby. No waiver of any right or remedy on one occasion will be deemed to be waiver of such right or remedy on other occasion.

16. ENTIRE AGREEMENT:

This agreement embodies entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties to this Agreement.

17. CONFIDENTIALITY

Save and except if required by Government, any Courts of Law, or its employees, legal advisors, auditors and other consultants the Licensee shall refrain from disclosing the contents and nature of these presence or any other information received by it from the Licensor including but not limited to contents of the Design Handbook, Code of conduct of the employees of the Licensee.

18. SEVERABILITY/ SUPERCESSION

i) If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

ii) This agreement supersedes all previous agreements, understanding and correspondence exchanged between the parties.

19. JURISDICTION:

The Courts at Delhi shall have exclusive jurisdiction to try all suits or proceedings, matters or things in connection with the business arrangement.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the within named _____ by and on behalf of _____ in the presence of :

1.

2.

SIGNED SEALED AND DELIVERED by the

by the within named _____ by and on behalf of _____ in the presence of :

1.

2.

DATED THIS DAY OF 200
BETWEEN

AND

SCHEDULE "A"