



The State Trading Corporation of India Limited

6th Floor, "STC TRADE CENTRE", No. 7/A, Nandini Layout, Bangalore - 560096

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OFFICE SPACE AVAILABLE ON LEASE ON MONTHLY RENTAL BASIS

Tender No.: STC/BNG/GAD/OFFICESPACE/01/2016-17

Date: 23.06.2016

8,798 sq ft, office space, is available at Ground Floor for immediate occupation and a space of 17596 sq.ft (i.e; 8798 sq. ft at 2nd and 4th floor each) is expected to be vacant by Sep/Oct'2016, on lease rent basis at Nandini Layout Bengaluru in an A- class modern Seven Story Building (suitable for Corporate Offices/IT Industry) constructed by CPWD conforming to National Building code in all respects. Each Floor is fully loaded with 3 cabins with attached Rest rooms, Pantry, Separate Rest rooms for Gents, Ladies and Differently able persons, Ducting for Data, Communication and Power lines, Centralized Air Condition, False Ceiling, Automated water sprinklers for Fire Fighting and 100 % power back up.

Additional information

Area Available: Ground floor, 2nd floor and 4th floor measuring 8,798 sq ft each.

Parking: Ample Two wheeler and car parking space in two Basement floors.

Amenities: 100% Power Back-up, Two lifts of 13 persons capacity, Reserved Parking, Security, Centralized Air Conditioning, Nice garden, Firefighting arrangement.

Location: Adjacent to Nandini Layout Bus stand, which is well connected to all parts and Only Two kilometers from World Trade centre Rajaji Nagar Bengaluru-560096 Karnataka.

Apply to: The interested Parties/Organizations may apply in plain paper to the Branch Manager (I/c), The State Trading Corporation Of India Ltd., 6th Floor, "STC Trade Centre" No. 7/A, Nandini Layout, Bengaluru- 560096, so as to reach him on or before **15th July 2016**. The selected party has to sign a leave and license agreement as per the draft attached. The Management reserves the right to reject any or all the offers received without assigning any reasons.

Enclosure: Format of Leave & Lease Agreement for reference.

LEAVE AND LICENSE AGREEMENT

This leave and License Agreement (the "Agreement") is made on this ____ day of ____ .

BETWEEN

THE STATE TRADING CORPORATION OF INDIA LIMITED, a Government of India Enterprise under the Ministry of Commerce & Industry and having its registered office at JawaharVyparBhavan, Tolstoy Marg, New Delhi-110 001 and branch office at 6th Floor, STC Trade Centre, 7/A, Nandini Layout, Bangalore-560 096 (hereinafter referred to as the "**Licensor**" which expression unless repugnant to the context or meaning thereof, shall be deemed to include its nominees, successors and permitted assigns) represented by Mr. ----- Branch Manager, Bangalore Branch.

AND

_____ having its registered office at _____ (hereinafter referred to as the "**Licensee**", which expression, unless repugnant to the context or meaning thereof, shall be deemed to include its nominees, successors and permitted assigns) represented by _____.

The Licensor and the Licensee are individually referred to as the "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The licensor is the absolute owner of office space at STC Trade Centre, Bangalore, situated at No. 7/A, Nandini Layout, Bangalore – 560 096, measuring ____ Sq.ft. of super built up area, more fully and particularly described in the Schedule hereunder which has been approved for commercial/office use by the appropriate authority(ies).
- B. The licensee is desirous of taking on leave and license basis the Demised Premises (defined hereinafter) for its official use and has requested the Licensor to grant the license to use the said Demised Premises.
- C. The Licensor has agreed to grant and the Licensee has agreed to accept the license to use the demised Premises and the parties are now desirous of recording the terms and conditions for this Leave and License Agreement mentioned hereinafter.

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

1. LEAVE AND LICENSE FOR THE DEMISED PREMISES

In consideration of the license fee hereby reserved and on the terms, conditions and covenants of the license contained herein to be observed and performed by the Parties, the Licensor hereby agrees to grant and the Licensee hereby agrees to accept a license to use the office space at ____ **Floor** of STC Trade Centre, Bangalore, the multi storied commercial building super built up area admeasuring ____ Sq.ft (hereinafter known as the "**Demised Premises**").

2. LICENSEE FEE & MAINTENANCE

- 2.1 The license fee payable by the Licensee for the Demised Premises shall be Rs _____ per month computed @ Rs. _____ per square feet per month for plinth area of _____ sq. ft.
- 2.2 The common maintenance charges of the Demised Premises shall be paid by the Licensee @ Rupees _____ per Sq.ft. per month for plinth area of _____ sq.ft, by way of Demand Draft/Banker's Cheque which shall be payable at Bangalore.
- 2.3 The aforementioned license fee and the common maintenance charges are exclusive of the service tax and other cess and charges. The Licensee shall pay service tax, levies, cess and taxes, if it is required to be paid under the provisions of the applicable laws.
- 2.4 The license fee and the common maintenance charges shall be payable in advance by the _____ day of every month.
- 2.5 On delayed remittances, Licensor shall be entitled to charging simple interest at 12.5% for six months and thereafter till date of actual receipt of rent on compound interest.
- 2.6 The license fee and the common maintenance are subject to the escalation of 5% after every 12 months on the last licensee fee and the maintenance charges payable by the Licensee to the Licensor.
- 2.7 The license fee payable by the Licensee for the Demised Premises shall commence from _____ or from the day Licensee starts operating out the said premises.

3. INTEREST FREE SECURITY DEPOSIT

- 3.1 The Licensee has prior to the execution of these presents deposited with the Licensor, an interest free security deposit of a sum of Rs. _____ (10 months licence fee) (hereinafter referred to as the "Security Deposit") receipt of which the Licensor hereby acknowledges and confirms.
- 3.2 On the expiry of this Agreement by efflux of time or upon its earlier determination/termination, as the case may be, the Licensor shall refund the Security Deposit, free of interest, less any lawful deductions, simultaneously against the Licensee handing over vacant, peaceful physical possession of the Demised Premises free from any encumbrances and dues to the Licensor. The arrears of license fee, electricity & power dues, maintenance charges of builders, costs to be incurred for repairs which form liability of Licensee as per this Agreement will be deducted from the Security Deposit.

4. DURATION

- 4.1 The Agreement shall commence with effect from _____ and shall be in force till _____ (the "License Period") with a lock in period of 24 months for both the parties. Licensee has the option of exiting the premises after completion of _____ months by providing 3 months advance written notice to the Licensor.

- 4.2 Subject to Clause 15 of the Agreement, the Parties agrees that the leave and license agreement shall be subject to a lock in period of 24 months whereby the Licensee shall not vacate the Demised Premises for such time period. In case the Licensee vacates or surrenders the demised Premises during the lock in period, the consequences of termination as contemplated in clause 18 shall follow.
- 4.3 The Licence shall be extended on the same terms and conditions, (at the sole and exclusive option of the Licensee) beyond the lock-in period. The Licensee shall provide written notice to the Licensor, of their intention to renew the Licence, no less than three (3) months before the expiry of the then existing lock-in period of Licence. There will be an escalation of 5% per annum in the monthly rent starting _____

5. **SALE**

During the License Period, the Licensor shall be entitled to sell the Demised Premises to any third party with-out seeking the consent or approval of the Licensee. If any such sale is made by the Licensor, the Licensee shall automatically become the Licensee to the said Purchaser on the same terms and conditions, stipulated herein.

6. **TAXES, DEPOSITS, ASSESSMENT CHARGES, INSURANCE& SIGNAGES**

- 6.1 The Licensor shall pay all past and present taxes including but not limited to municipal corporation tax, property tax, cesses, levies and other outgoing whatsoever of every description and other charges imposed and levies by any government / semi government body or by any appropriate body from time to time, which under applicable law are leviable on Licensor.
- 6.2 The property tax, duties, cess and surcharges and any other such taxes pertaining to the premises including the Demised Premises shall be payable by the Licensor, however, in case of change in the rate or method of calculation of the said property tax or modification thereof, which has the consequence of increasing the property tax outgo would be decided separately by both the parties, based on actual increase, if any, by the local authorities, after mutual discussion and consent.
- 6.3 Licensee shall be responsible for insuring the internal furniture, fittings, equipments, machinery fixture of the Demised Premises. However, the Licensee shall not be responsible for any external damage to the Demised Premises due to natural calamity and/ or any damage due to fire in any other part of the building or any such reasons, which is not caused due to acts of omission or commission of licensee. If any damage is caused to the Demised Premises or a portion of it due to acts of omission/commission of Licensee then Licensee will be liable to remedy the same at it's cost & expenses.
- 6.4 The Licensor shall during the period of lease insure and keep comprehensively insured all equipment, fit outs including all fittings and fixtures belonging to the Licensor and the Demised Premises against any structural damage, damage by fire, earthquake, riots and other risks at their own cost and shall always keep such policies in force by renewing the same from time to time. PROVIDED HOWEVER, that the Licensee shall insure and keep insured all its own assets, fit outs and equipment installed in the Demised Premises.

6.5 The Licensee shall be entitled to exhibit and put up their signage boards to display its Corporate Identity in the Demised Premises as may be suitable to Licensee from business perspective at no extra payment to Licensor subject to compliance of the applicable laws.

7. **ELECTRICITY, WATER AND FUEL**

7.1 The Licensor shall provide electricity supply of 60 KVA to the Demised Premises at his own cost and the Licensee shall pay for the electricity consumed. This is in addition to the power required to run AHU.

7.2 Unless instructed otherwise by the Licensor, the Licensee shall pay the electricity/water charges proportion is to the Demised Premises licensed to the Licensee and the same shall be payable to the Licensor within the seven days of the demand raised by the Licensor to the Licensee. In case of Licensee's failure to pay such charges, Licensee shall be liable to bear all costs, damages & consequences including cost of re-connection, any fine & costs imposed etc, if any.

7.3 The fuel surcharge arising from the operation of the 100% electrical power back-up system shall be shared by the Licensee proportionate to the Demised Premises occupied by it and shall be exclusive of the common maintenance charges mentioned herein above.

7.4 All statutory inspections required by either the state electricity board or the electrical inspector for certifying and commissioning of the electrical system shall be the sole responsibility of the Licensee.

7.5 In the event of any breakdown or malfunction in the electrical system which is not due to the fault of the Licensee, the Licensor shall endeavor to rectify the same within a reasonable time.

7.6 The Licensor has provided adequate and continuous water supply in the Demised Premises. In the event of any problem faced by the Licensee, the Licensor shall endeavor to rectify the same within the reasonable period.

8. **SEWERAGE**

The Licensor affirms and represents that all sewerage requirements for the Demised Premises seems to have been built by the builder in compliance with approved plans and applicable building bye laws. In the event of any problem faced by the Licensee, the Licensor shall endeavor to rectify the same within the reasonable time.

9. **LICENSEE'S OBLIGATION**

9.1 Notwithstanding anything to the contrary contained in Clause 8, the Licensee will be liable to maintain and be responsible for all expenses, consequences and damages of defective internal wiring & electrical / electronic instruments and items only inside the Demised Premises. In the event of any breakdown or malfunction inside the Demised Premises, the Licensee shall have the right to repair them at their own cost & expenses.

- 9.2 The Licensee shall keep the Demised Premises in a fit and proper state subject to normal wear and tear. The Licensee shall maintain the Demised Premises in absolute good condition.
- 9.3 The License fee, common maintenance charges, water and electricity charges and such other charges or duties or taxes payable in terms of this Agreement shall be timely paid by the Licensee.
- 9.4 The Licensor or his representatives/agents shall be entitled to enter into the Demised Premises for inspection during office hours after prior 48 hours notice to the Licensee.

10. NATURE OF USE PERMITTED

- 10.1 The Licensee shall be entitled and permitted to use the Demised Premises for office purpose only and shall not use or permit the use of the Demised Premises for any other purpose or for a purpose which is unlawful and illegal purposes prohibited in law.
- 10.2 The Licensee shall use the Demised Premises shall comply with all the rules and regulations, laws, bye-laws set by the body of the building / local authorities whatsoever in relation to the Demised Premises so far they relate to the use of the Demised Premises for office purposes.
- 10.3 The Licensee shall not store any hazardous substance or material or any such articles which are prohibited by any laws of the government and the Licensee shall not allow any people or immoral reputation or allow any immoral reputation or allow any immoral business in the Demised Premises.
- 10.4 It is also agreed that the Licensor shall have full control over the property and the Licensee is occupying the Demised Premises for a period of ____ years from the date of signing the agreement on Leave and License basis and during the period of Lease, the Licensee shall not have any right, title and interest in the said demised premises by way of sub leasing or sub tenancy or otherwise of the demised premises. The License hereby granted to the Licensee is a revocable and non transferable one, which is to be terminated on the expiry of _____ years as stated hereinabove or earlier, subject to the terms and conditions as laid down in this Agreement.
- 10.5 The Licensee shall be entitled to permit the use of the entire or any portion of the Demised Premises to any of its subsidiaries, group companies and affiliates with prior written intimation to the Licensor. The Licensee shall cause the new entity to ensure the compliance of all obligations under this Leave and Licence agreement. Breach of any of the terms and conditions of this Leave and Licence agreement by any of the parties mentioned in this clause shall be construed as breach by the Licensee.

11. INTERNAL PARTITION

- 11.1 The Licensor shall permit the Licensee to carry out at own cost but without in any way damaging the main structure of the Demised Premises or the building such erection of internal partition and other internal alterations and additions which are not visible from outside to the Demised Premises or part thereof, erection of internal partitions or such other fixtures and fittings, as may be necessary for the business of the Licensee provided that if any such additions or alterations, require the prior approval or permission of any Municipality or any other local body or Government authority the Licensee

shall not carry out such alterations or additions or erections except after obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or government authority provided further that Licensee shall upon vacating the Demised Premises remove such additions or alterations or erections and fixtures and fittings and restore the Demised Premises to the Licensor in its original condition excepting reasonable wear and tear.

- 11.2 The Licensee shall be at liberty to move the partitions either during the continuance of this Agreement or at the termination thereof. Provided that while erecting as well as dismantling the partition, the Licensee shall take care of not damaging the main structure or the wall or the part or the part of the building premises. Any damage so caused by the Licensee shall be adequately compensated by the Licensee. The Licensee is not permitted to make any permanent changes, addition and alterations in R.C.C. structure like beams, columns, slab, exterior walls and elevation of the premises.

12. **REINSTATEMENT**

Upon expiry of the License Period or early termination of this Agreement the Licensee shall handover the premises to the Licensor the Demised Premises in the condition in which it was originally handed over to the Licensee subject to the normal wear and tear. The Licensee shall have the right to remove all its movable furniture, fittings, fixtures and machines that the Licensee itself has installed at its discretion without damaging the structure of the Demised Premises.

13. **REPAIRS AND MAINTENANCE**

The Licensor shall have right, not obligation, to carry out repair and maintenance work as it deems appropriate, after prior intimation to the Licensee and preferably on holidays and non working days of the Licensee, unless the same are required to be carried out on an urgent basis. The Licensor agrees and undertakes to ensure that the day to day activities of the Licensee are minimally hampered during this process.

14. **SUB LICENSE**

The Licensee shall not assign or sub-license the Demised Premises or part thereof without the consent and/or approval of the Licensor.

15. **DAMAGES BY ACT OF GOD**

If at any time during the subsistence of this Agreement the said building or the Demised Premises shall be destroyed or damaged by fire, tempest, earthquake, accident, act of God, war or due to any other cause beyond the control of the Licensor and not on account of any act, deed or omission attributable to the Licensee. In case of any of the foregoing events happening, if for any reason whatsoever, the Demised Premise cannot be occupied by the Licensee, then in such case the Licensee shall have the option to terminate this Agreement forthwith notwithstanding anything hereinabove contained and receive the repayment of the unadjusted portion of the advance monthly rent, the Security Deposit and any other amounts due from the Licensor.

16. **INDEMNIFICATION**

The Licensee hereby fully indemnifies the Licensor, against all losses, claims, penalties, actions, suits, proceedings, costs, expenses, losses, damages and for the consequences (including legal costs), except business or indirect loss resulting thereto incurred / sustained as a result of, of any breach, non-observance, non-performance by the Licensee of its obligations, representations, warranties and covenants under this Agreement.

17. **TERMINATION**

The Agreement shall be determinable under all or any of the following circumstances namely:

- i) on expiry of the License Period;
- ii) in the event of a material breach by either party of the terms, conditions, representations, warranties and covenants hereof and such breach not being rectified within 6 months of the notice period given by one party to the defaulting party, the other party has the option to terminate this Agreement forthwith on expiry of the 6(Six) months' notice period.
- iii) If the Demised Premises or any part of it is severely damaged or destroyed due to any unforeseen circumstances or civil commotion, fire, civil riots, act of God etc. or if the Demised Premises is acquired compulsorily by a statutory authority, the Agreement shall automatically terminate.
- iv) Licensee reserves the right to terminate the Leave and License agreement (for any reason whatsoever) by providing 3 (three) months advance written notice to the Licensor at any time in the duration of the agreement

18. **CONSEQUENCES OF TERMINATION**

- 18.1 This Agreement merely confirms bare permission of Leave and License and does not create any interest into or upon the said Demised Premises or any part thereof in favour of the Licensee
- 18.2 In case of termination of this Agreement or sooner determination thereof, the Licensee including its permitted assigns shall vacate the premises and remove its employees and other persons, articles goods, chattels, etc from the premises and shall cease to use the car parking space and immediately on the termination thereof would hand over the Demised Premises to the Licensor.
- 18.3 In the event of expiry or sooner determination of this Agreement, the Licensee shall hand over peaceful and vacant possession of the Demised Premises to the Licensor, failing which, the Licensee shall be liable to pay the rent two times of the agreed rate from the date of expiry of the agreement till such time the actual physical peaceful vacant possession of the demised premises is handed over back to the Licensor in terms of the agreement.

19. **NOTICE**

Any notice required to be given hereunder shall be deemed to have been duly given if sent by registered post acknowledgement due to the Licensor and the Licensee at their above mentioned addresses or at the changed address if any, as may be notified and shall be deemed to have been

received by the addressee on the expiry of 10 (Ten) days from the day on which it was delivered at the post office (unless there is a postal strike).

20. DISPUTE RESOLUTION & JURISDICTIONS

20.1 However, the Estate Officer shall have the jurisdiction for initiating action under PP (Eviction of Unauthorized Occupants) Act, 1971.

20.2 This Agreement shall be construed and interpreted in accordance with the laws of India and the courts of Bangalore, Karnataka shall have the exclusive jurisdiction in all matters arising there under.

21. DUTY

Stamp Duty and registration costs for registration of this Agreement shall be borne by the Licensee. The Original agreement will remain with the Licensor and the copy duly signed by both the parties shall remain with the Licensee.

22. CAR PARKS

The Licensor shall provide reserved parking for _____ cars and _____ Two Wheelers (Scooters and / or Motorcycles) free of cost for the Licensee.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS AND SEALS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED SEALED AND DELIVERD)
by the within named 'the Licensor')

SIGNED SEALED AND DELIVERD)
by the within named "the Licensee")

WITNESSES

SCHEDULE 1

On or towards the NORTH-EAST : By Road

On or towards the SOUTH-WEST : By Park

On or towards the WEST-NORTH : By Police Station

On or towards the EAST-SOUTH : By Road

Schedule 2

(List of Furniture, Fixtures and Amenities provided by Licensor)

- 1) Finished grid ceiling with light fit outs, fire alarm & centralized paging system
- 2) Finished flooring
- 3) Full floor Air conditioned by cartelized chiller unit.
- 4) Fully functional Men's, Women's and Handicapped Toilets
- 5) L T Panel for lighting power supply
- 6) Common area security services
- 7) Common area housekeeping services

Schedule 3

(List of documents provided by Licensor to Licensee)

1. Copy of Letter of Building plan Approval (sanctioned) by BBMP
2. Copy of C A Site Lease Deed with BDA
3. Copy of Rectification Deed with BDA
4. Katha Certificate
5. Tax Paid Receipt
6. Acknowledgement for receipt of keys of 5th Floor