

LEAVE AND LICENCE AGREEMENT

THIS LEAVE AND LICENCE AGREEMENT is made and entered into at **Place** this day of **Month Year**.

BETWEEN

ABC Private Limited, a Company incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at **Office Address**, represented herein by its **Authorised Signatory Mr. One**, duly authorized in this regard vide board resolution dated _____, hereinafter referred to as "Licensor" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the **One Part**;

AND

CBA Retail Limited, a Company incorporated under the Companies Act, 1956, having his registered office at **Office Address**, represented herein by its **Authorised Signatory Mr. Two**, duly authorized in this regard vide board resolution dated **Date**, hereinafter referred to as the "Licensee" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his successors, legal representatives and permitted assigns) of **Other Part**;

WHEREAS

A) The Licensor is carrying on the business of constructing, developing fully equipped retail malls, shopping complexes and selling them in full or individually or turning them into account by way of leasing them or giving them on license basis and also in the business of operating such malls and for this purpose providing amenities/facilities, rendering services and also carrying out activities in an organized and systematic manner.

B) The Licensor has undertaken construction and development of fully equipped, retail mall/shopping complex known as "**ABC Mall**" comprising of **Lower Ground, Ground plus 0000 floors** situated at **Address** (hereinafter referred as "**the said Retail Mall**") and more particularly described in the Schedule - I hereunder written and is in occupation of the said Mall for the purpose of its above referred business and has necessary staff, infrastructure, resources and is equipped and organized to carry on its business of operating the mall and provision of amenities / facilities rendering services and carrying out various activities.

C) The Licensor has acquired the interest in the aforesaid property bearing **Address**, by virtue of a Registered Lease Agreement dated _____ in his favour duly registered as Document No. _____ in the office of the Sub-registrar, on _____.

D) The Licensor has obtained the commercial building permission, inter alia permitting construction of commercial premises, by and under building permission for the said property from the competent authorities and also part occupation certificate has been received in respect of portion of the said Retail Mall consisting of the said Premises ;

E) The Licensor, as owner, is absolutely seized and possessed of premises bearing Unit Nos. **0000** admeasuring approximately **0000** sq. ft. covered area and **0000** sq.ft chargeable area and situated at **floor** in the said Retail Mall as shown in hatched lines on the Plan annexed hereto as **Annexure-'A'** and more particularly described in **Schedule - II** hereunder written (hereinafter referred to as the '**said Premises**'). The '**Specifications of Facilities and Utilities of the said Premises**' to be provided by the Licensor to the Licensee has been more particularly described and mentioned under **Annexure -"C"** hereto.

F) The Licensee is in the business of retailing of **Nature of Business** under the Brand Name: **Brand Name** (hereinafter referred to as "**said Business**") and is desirous of carrying on its said Business within the said Premises in the Retail Mall.

G) The said Premises is earmarked for use as a retail store, and pursuant to its said Business, the Licensor has agreed to give to the Licensee and the Licensee has agreed to accept the said Premises on leave and license basis and also the Licensee has agreed to avail of the benefit of provision of various amenities and facilities and of various activities.

H) Negotiations have ensued between the parties and the parties have agreed to record the terms and conditions thereof by execution and registration of these presents.

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

1.1 Subject to the terms and conditions hereinafter contained, the Licensor hereby agrees as follows:

(a) to give to the Licensee, the said Premises purely on leave and license basis, for conducting there from and operating a retail store for the period and on the terms and conditions as set out herein, and

(b) either by itself or through third party agency / Mall Management Company (hereinafter referred to as "**MMC**"), provide the facilities/amenities, render the services and carry out the activities as detailed in **Annexure "B"** on the terms and conditions as set out in Clause 6.

1.2 The Licensee shall use the said Premises only for the purpose of running retail business of **Nature of Business** under the Brand Name: **Brand Name** (said Business) or such other brand as may be deemed fit by the company, but in any case the Licensee shall conduct the business of vending / retailing of **Nature of Business**. The Licensee shall not change or alter the said Business and / or the nature of its said Business without prior written permission of the Licensor. The Licensee shall obtain all the requisite statutory approvals and permissions from all concerned authorities prior to commencement of its business from the said Premises.

1.3 This Leave and License (hereinafter referred to as "**this Agreement**") shall be for a period of **05 (Five) years** commencing from **expiry of the License Fee Free Fit Out Period OR the official launch of the said Retail Mall by the Licensor, whichever is later** (hereinafter referred to as "**License Period**"). After the expiry of the Initial Term, the Licensee shall have the sole option to renew the said Agreement for a further 01 (One) term of 04 (Four) years, subject to payment of enhanced License Fees as mentioned in Clause 10 hereinbelow.

The right to renew for further period of 4 (Four) years (referred to as "**Renewal Term**"), shall be on the similar terms and conditions as contained herein, save and except, revision in the enhanced License Fees to be paid by the Licensee and lock-in-period which shall not be applicable during such renewal.

In the event, Licensee decides to renew the said Agreement, then the Licensee will provide advance 90 (Ninety) days written notice, prior to expiry of the Initial Term to the Licensor expressing its intention to renew the arrangement. In the absence of such intimation/ communication /advance notice required to be given by the Licensee, the Licensor shall call upon the Licensee to exercise its right to renew and provide 7 (Seven) days of time from the date of receipt of such intimation to do the necessary. In spite, if the Licensee fails to act on such intimation by the Licensor within the stipulated time frame then the Licensee's right of Renewals as stated herein, shall cease to exist and / or in the event of termination / sooner determination of the said Agreement during the License Period

2 The Licensor may, in view of official lauch of the said Retail Mall which has taken place on **date** with several major Anchors commencing their commercial operations and upon receipt of all payments, including entire amount of Refundable Deposit give permission to the Licensee to only enter upon and use the said

Premises, to carry out at its risk, cost and consequences fit outs, which however shall not be extendable.

3 The Licensee shall be entitled to **License Fee Free Fit Out Period** shall be for a period of 60 (Sixty) days which shall commence from **date** or handover of the store to the Licensee for fit out and interiors whichever is later, (hereinafter referred to as the "**Fit Out Handover Date**"). Accordingly, the **License Fee Free Fit Out Period** shall either expire on **Date** or 60 days from the date on which the Licensee actually enters the said Premises for Fit-outs, whichever is later. However the said Premises shall be handed over by the Licenser to Licensee for Fit Out Works only upon receipt of the entire amount of Refundable Deposit and CAM Deposit and upon the execution of Leave and License Agreement. The Licensee shall not be entitled to carry out the said Business from the said Premises during the License Fee Free Fit Out Period. The Licensee shall be liable for payment of charges on account of utilities and facilities availed by it during the said License Fee Free Fit Out Period, at actuals. However before the Fit Out Handover Date the Licenser shall provide the following -

1. **0000** KW power.
2. Bare Shell of the said Premises
3. Submission of the following documents :
 - a) Registered Lease Agreement executed in favour of the Licenser in respect of the land bearing the said Retail Mall.
 - b) NOC from the Fire Department
 - c) Copy of the PAN of Licenser
 - d) Up-to-date Property tax receipts.
 - e) Copy of the Sanctioned Building Plan issued by Competent Authorities.
 - f) Copy of the Completion Certificate.
 - g) Occupation certificate / Part Occupation Certificate in respect of the said Premises from the competent authority.

4 The period of first 12 (Twelve) months (commencing from the commencement of License Period) out of the License Period has been agreed to be Lock-in period. During this Lock-in period, Licensee shall not be entitled to terminate this Agreement. However, upon expiry of the lock-in period, after the License Period has been renewed, only the Licensee can terminate the Agreement after providing a written notice of 03 (Three) months, in advance, to the Licenser.

However, the Licenser may also terminate the said Agreement, in terms of its rights under the said Agreement, only in case of any breach by the Licensee of any terms/covenants as may be agreed in the said agreement and which breach is not being rectified by the Licensee during the cure period (at least 30 days).

If the Licensee shall desire to cancel Leave and License Agreement earlier than expiry of lock in period or if the Licenser terminates this Agreement in the manner as agreed herein because of the breach of any of the terms hereof by the Licensee, then without prejudice to other rights and remedies available to the Licenser, the Licensee shall be required and be liable to pay to the Licenser the last paid / payable License Fees for the entire un-expired period of lock in period of the leave and license arrangement. In such an event the Licenser shall also be entitled to adjust the Refundable Deposit amount.

However the Licensee shall have the right to terminate this Agreement even during the lock-in-period if there is forcible

stoppage of the said Business of the Licensee from the said Premises, which is a result of any court order or stoppage by any competent authorities, due to any statutory non-compliance by the Licenser and / or due to any material mis-representation made by the Licenser and in such event the Licensee shall not be under any obligation to pay any amount for such unexpired period of the Lock in duration.

Further, it is also expressly understood by the parties herein that if the Licensee is rendered incapable of running its said Business from the said Premises in the said Retail Mall owing to any of the following breaches (which do not occur as a result of force majeure event) by the Licenser i.e.

- Closure (exceeding 30 days) of the Shopping Mall by Government Authorities owing to default or violation of rules on part of the Licenser.
- Closure/suspension of the Shopping Mall for more than 45 (Forty-Five) days by Municipal/ Government Authorities owing to non-payment of property tax or any other statutory dues which the Licenser is obliged to pay in respect of the said Mall..
- Closure/suspension of the critical services in the common areas for more than **30 (Thirty) days** which pertain to necessary lighting, lifts and escalator owing to disconnection of power supply arising out of non-payment of electricity bill to the authorities by the Licenser.

Then in the occurrence of such events,

the Licensee shall notify the Licenser about the default and allow a period of **30 (Thirty) days** to rectify the default. If the default is not rectified within **30 (Thirty) days**, then the Licensee shall either terminate this agreement even during the Lock-in-period without being liable for any payment as per this Agreement for the unexpired period during lock-in-period.

AND/OR

The Licensee without prejudice to its rights shall continue to occupy the premises during the period of suspension/closure of the Mall and shall not be liable to pay License Fees or any other payables as per this Agreement for the period of such suspension of business of the Licensee, which is a result of such event of closure of the said Retail Mall.

LICENSE FEES, TAXES & CAM CHARGES:

5. In consideration of Licenser giving the said Premises on Leave and License basis to the Licensee and the provision of amenities/facilities, rendering of services and carrying on the various activities, thereto, the Licensee has agreed to pay to Licenser the License Fees in the following manner:

(a) **For the First year of License Period**

Minimum Guaranteed License Fees @ Rs.00/- (Rupees Only) per sq.ft per month towards use of chargeable area of **0000** sq.ft of the said Premises, amounting to Rs.**0000/- (Rupees Only)**

(b) **For the Second year of License Period**

Minimum Guaranteed License Fees @ Rs. 00/- (Rupees Only) per sq.ft per month towards use of chargeable area of 0000 sq.ft of the said Premises, amounting to Rs. 0000/- (Rupees Only)

(c) **For the Third year of License Period**

Minimum Guaranteed License Fees @ Rs. 00/- (Rupees Only) per sq.ft per month towards use of chargeable area of 0000 sq.ft of the said Premises, amounting to Rs. 0000/- (Rupees Only)

(d) **For the Fourth & Fifth year of License Period**

License Fees @ Rs. 00/- (Rupees Only) per sq.ft per month towards use of chargeable area of 0000 sq.ft of the said Premises, amounting to Rs. 0000/- (Rupees Only)

- (e) The License Fees shall be payable in advance on or before the 7th day of each month by way of Cheque drawn in favour of "ABC Private Limited".
- (f) The Licensee shall be liable to pay the service tax and/or all other taxes (if any) which are applicable to its business.
- (g) Delayed payment will be charged interest @18% p. a.
- (h) Property Tax, as assessed presently will be paid by the Lessor. Any normal escalations in the aforesaid Property Tax, made over a period of time will also be borne by the Lessor. It is clarified herein beyond any doubt that during the term of the License, the Lessor shall pay all Municipal Taxes, ground rents, charges or assessments, rates, levies and taxes whether direct or indirect and all out goings including penalties and fines, if any, imposed or payable in respect of the property of the Licensed premises, which levied statutorily by Competent Authorities. Similarly, it is clearly understood and agreed between the parties that all taxes, levies, penalties and fines imposed (whether direct or indirect) in respect of the Licensee's business and payments to be made by Licensee to Lessor will be borne by the Licensee.
- (i) The Licensee shall bear and pay the Service taxes and / or all other taxes, which will become applicable from time to time pursuant to this arrangement.

6. **CAM Charges**

- (a) CAM Charges, will be based on Actuals, calculated every quarter. However, an amount of Pre-estimated monthly CAM Charges calculated approximately at Rs. 00/- (Rupees Only) per square foot per month, of the chargeable area of 0000 square feet viz. Rs. 0000/- (Rupees Only) per month, will be payable towards the services, benefit and enjoyment of the amenities, utilities, referred to in **ANNEXURE - B**. The aforesaid CAM Charges shall be its proportionate share towards charges for use of aforesaid facilities, amenities, services, activities, fees towards management , and the same shall be with such periodical increase as may be necessary in proportion to the Chargeable area. These CAM Charges shall be paid per month by the Licensee, in addition to the License Fees and the Pre-estimated monthly CAM Charges shall be paid by

the Licensee to the Lessor in advance by 7th day of the respective calendar month.

(b) The Lessor / MMC (as the case may be) will prepare the final bill for the CAM Charges in proportion to the Chargeable Area of the said Premises, as incurred for each expired quarter and shall reconcile the actual advance payments made by the Licensee for such expired quarter, by issuing Debit Notes (towards dues payable over and above the advance payment of CAM Charges made to the Lessor, as stated above) or alternatively issuing Credit Notes (towards any extra / additional amount paid by the Licensee, over and above the actual CAM Charges payable to the Lessor) as the case may be. The CAM Charges, as stated above, are to be quarterly audited on the basis of actuals and therefore, the Lessor / MMC (as the case may be) shall have available audited breakup of costs / charges, for inspection by the Licensee.

7. (a) License Fees shall commence immediately upon expiry of the License Fee Free Period OR official launch of the said Retail Mall, whichever is later. However the monthly License Fees shall not be paid to the Lessor until the 50% of the leasable area of the said Retail Mall becomes operational, but till such time the Licensee shall be liable to pay to the Lessor monthly Revenue Share @ 18% of the Monthly Net Sales and CAM Charges along with Maintenance Charges.

[“Monthly Net Sales” shall mean total monthly sales of the Licensee from the said Premises less VAT and all other taxes as reflected in the bills / invoices]

In the event of such payment of monthly Revenue Share, the Lessor shall be entitled to monitor the sales from the said Premises licensed to the Licensee and the Lessor shall also be entitled to inspect the Account Book, Sales Register, etc. on the beginning of each month and the Parties hereto shall jointly compute the Revenue Share out of Monthly Sales of the Licensee by 1st to 3rd day of the succeeding month for the preceding calendar month. The monthly Revenue Share @ 18% of Monthly Net Sales shall be paid by the Licensee to the Lessor by 7th day of such succeeding month for the preceding month. Additionally the Licensee shall be bound to provide to the Lessor daily, as well as monthly Computer Generated Sales Report in respect of its said Business from the said Premises to the Lessor by 3rd day of succeeding month for the preceding month. The Licensee and Lessor shall reconcile the accounts every quarter and that the Licensee shall submit the breakup of its monthly audited statement of accounts for each quarter in respect of its Gross / Net Revenues earned out of the said Business in the said Premises within 05 (Five) days from the date of expiry of each quarter till such payment of monthly Revenue Share is required to be paid to the Lessor in terms hereof, prior to commencement of the payment of monthly License Fees in terms of this clause.

(b) The Licensee shall make all the payments pursuant hereto only by accounts payee cheque drawn in favour of “**ABC Private Limited**”.

8 In the event of the License Fees and / or CAM Charges reserved or any part thereof remaining unpaid after becoming due, the

Licensee shall pay to the Lessor, interest at the rate of 18% per annum on the amount so delayed, from the date such payment by the Licensee to the Lessor ought to have been made till the date of actual payment. If the Licensee fails /defaults in payment / to pay the License fees and / or CAM Charges and / or Other Charges to the Lessor as per this Agreement for a period of 30 (Thirty) days from the due date, then the Lessor at its discretion may terminate this Agreement and enter the said Premises; provided however that the Lessor shall give thirty (30) days written notice in writing to the Licensee, and the Licensee within this period of thirty (30) days has failed to make payment of such outstanding License Fees and / or CAM Charges (whether Pre-estimated or otherwise) and / or Other Charges.

Also, without prejudice to other rights of the Lessor under this Agreement, in case of any default in payment of License Fees and / or CAM Charges and / or Other Charges, the Lessor shall be entitled to discontinue / disconnect any facilities, amenities, air-conditioning, electricity provided to the Licensee inside the said Premises by the Lessor / MMC / Service Provider subject to a prior written notice of at least 7 (seven) days.

- 9 The Licensee hereby confirms and declares that in case of any dispute between the parties during the License period and the Licensee continues to be in use and occupation and is able to conduct the business in the said Premises, in that event the Licensee shall not be absolved from its liability of paying the said License Fees, CAM Charges and Other Charges in addition to payment of other outgoings, if any, payable under these presents.
- 10 The payment of License Fees by the Licensee to Lessor shall be subject to deduction of applicable Income Tax at Source. It is also further agreed between the parties hereto that in the event of renewal of this Agreement the monthly Minimum Guaranteed License Fees shall stand enhanced by 15% after every 03 (Three) years over the last paid License Fees i.e. 15% on License Fees calculated @ Rs. **00**/- per Sq.ft. on chargeable area of the said Premises.

REFUNDABLE DEPOSIT & CAM DEPOSIT

- 11 (a) The Licensee has deposited and shall keep deposited with the Lessor an interest free amount equivalent to 04 (Four) months License Fees amounting to **Rs. 0000/- (Rupees Only)** as a Refundable Deposit, to secure due and proper observance and performance of the obligations, terms and conditions on its (Licensee's) part contained herein. The Refundable Deposit is not in the nature of advance rent; will be non refundable during the term of the Agreement and will be refunded after deducting there-from those dues outstanding to be paid and borne by the Licensee, including expenses towards repairs, losses, damages, outstanding License Fees, (if any), and the last paid / payable License Fees for unexpired period of initial lock-in period and other amounts due and payable by the Licensee under the terms hereof to the Lessor or otherwise, and only against the Licensee handing over vacant and peaceful occupation of the said Premises to the Lessor, on termination or early determination of this Lease and License Agreement. The Refundable Deposit shall be paid by the Licensee to the Lessor in the following manner:-

- (i) 01 (One) months License Fees has been paid by the Licensee to the Lessor on signing of the Term Sheet vide Cheque no. **0000** dated **date**, for which the Lessor doth hereby acknowledges;

(ii) 01 (One) months License Fees shall be paid by the Licensee to the Licensor within 07 (Seven) days from the date of execution/signing of the Leave & License Agreement; and

(iii) 02 (Two) months License Fees shall be paid by the Licensee to the Licensor within 07 (Seven) days from the date of Licensee entering the said Premises for Fit-outs.

(b) The interest free Common Maintenance Deposit (hereinafter referred to as the "**CAM Deposit**") of Rs. **0000/- (Rupees Only)** shall be payable by the Licensee to the Licensor on the date of Licensee entering the said Premises for Fit-outs. This shall be treated in similar manner, alike Refundable Deposit amount in terms of this Agreement.

The Refundable Deposit along with the interest free Common Maintenance Deposit will be refunded on the expiry or early termination / determination of the Agreement simultaneously to the Licensee handing over vacant and peaceful possession of the said premises to the Licensor after deducting there-from all outstanding amounts to be paid by the Licensee in terms of the said Agreement.

(c) If Licensor fails and neglects to refund the Refundable Deposit to Licensee in terms hereof, then the Licensee shall be entitled to receive such deposit amount with interest thereon @ 18% p.a. from the date it becomes refundable till the time Licensor refunds the deposit.

12 Notwithstanding anything contained in this agreement, the Licensor shall be entitled to retain for a period of one month, from the date of termination or expiry of agreement by efflux of time, part of the Refundable Deposit amounting to **Rs. 0000/- (Rupees Only)** (hereinafter referred to as "**Retention Amount**") to discharge any pending obligations of the Licensee e.g. unpaid water and electricity bills, compensation for the actual cost of damages to the said Premises, etc., due and payable by the Licensee to the Licensor under the License. The balance amount of Refundable Deposit after deduction in terms hereof, if any, will be refunded by the Licensor against the Licensee handing over vacant and peaceful occupation of the said Premises to the Licensor, on termination or early determination of this Leave and License Agreement.

COVENANTS OF THE LICENSEE

13. The Licensee shall regularly, and without any delay or default promptly pay all the charges of electricity, etc. consumed in the said Premises, and also shall pay charges for Air Conditioning of the said premises by the Central Air Conditioning plant as per the Bill that may be received from the concerned authority and/or the Licensor on actual basis (hereinafter collectively referred to as "**Other Charges**"). These Other Charges shall be payable by Licensee from Fit Out Hand Over Date.

Electricity charges will be reimbursed by Licensee on actual as per sub-meter installed in the Demised Premises including service tax, if applicable however, any transmission loss in this regards shall be borne by the LICENSEE in proportion of units consumed by the LICENSEE and the basis for calculation shall be provided by LICENSOR to LICENSEE. Back up power as per the requirement of LICENSEE will be provided by LICENSOR with sub-meter installed

for the Demised Premises. The same will be reimbursed at actual as per the reading/consumption, however, any transmission loss in this regards shall be borne by the LICENSEE in proportion of units consumed by the LICENSEE and the basis for calculation shall be provided by LICENSOR to LICENSEE.

Air-conditioning in the Demised Premises at actual Direct Cost shall mean operating cost of HVAC system, repairs and maintenance, AMC charges of all equipments, consumables including water and the energy cost at actual, however, any transmission loss in this regards shall be borne by the LICENSEE in proportion of units consumed by the LICENSEE and the basis for calculation shall be provided by LICENSOR to LICENSEE.

14 It shall be the responsibility of the Licensee, at its own cost and expense to obtain all licences and permissions required for running of business, and to comply with all laws and regulations relating thereto and shall during the term of this Leave and License Agreement keep the same also at its own cost and expenses in full force and effect. Licensor agrees to co-operate and sign no objections, applications, deeds and other writings as may reasonably be required by the Licensee from the Licensor and in the manner permitted in law. Further Licensee agrees and undertakes to provide copy of all such licences / permissions to the Licensor as may be reasonably required by them without any demur. It is clarified that the said premises shall not include any common area, infrastructure, car parking, garden etc except for the right to usage for the purpose of ingress and egress by all occupants.

The Licensee shall maintain at its cost and expenses the said Premises in the good and tenantable condition, state and order and shall abide by the bye-laws, as may be applicable to it, of the Society, Rules and Regulations of the Government, Municipal Corporation, Nagar Panchyat, District Panchyat etc, Electricity Company, local bodies and other authorities and shall attend, answer and be responsible for all its actions.

The representative of the Licensor with prior written notice of 48 (Forty-Eight) hours will be entitled to inspect the said Premises without creating obstruction to the smooth operation of the Licensee's business (during the business / working hours) at any reasonable or required time, and Licensee shall make good any reasonable defects found in the said Premises within ten days of giving of such notice by Licensor to the Licensee.

The Licensee shall not use the said Premises in a manner detrimental to the business of the Licensor of running a retail mall. Without prejudice to the generality of the foregoing, the Licensee shall use the said Premises with due care and caution and shall keep and maintain the same in good order and condition, reasonable wear and tear excepted. The Licensee hereby covenants to keep the said Premises, walls and partitions walls, sewers drains and pipes, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the Mall other than the said Premises. The Licensee agrees and undertakes to abide by the Mall Management Guidelines framed from time to time by the Licensor/ Mall Management Company and any breach thereof will be treated as breach of the terms and conditions of the Leave and License Agreement, inviting termination of the Leave and License Agreement.

The Licensee shall not place or keep or permit to be placed or kept in the said Premises any offensive, dangerous, inflammable or explosive materials or any articles or things which may constitute danger, nuisance or annoyance to the said Premises or to Lessor or to neighboring occupants.

The Licensee shall not cause or do any act or omission or commission whereby any policy of insurance in relation to the property of Lessor taken out by Lessor may become void or voidable or whereby the rate of premium thereon or any part of the said Premises may be increased.

The Licensee shall be responsible for all acts of its employees, and subordinates. The Licensee further covenants with Lessor that for any damage, harm or destruction caused by any act of the Licensee or its employees and subordinates to the person or property of the Lessor or other persons, the Licensee shall be liable and responsible to compensate and make good the same and the Lessor has an exclusive right to deduct the same from the Refundable Deposit.

The Licensee hereby further covenants with and undertakes to Lessor:

- i. Not to do or permit to be done upon the said Premises anything that may create or cause nuisance, annoyance, or disturbance to the Lessor or the neighboring occupants of the said Premises nor use the said Premises for any illegal or immoral purpose or for purposes otherwise prohibited by law.
- ii. The License granted to the Licensee is personal and non transferable. The Licensee shall not have the right to transfer, assign, let, sub-let, underlet, license, mortgage, charge, part with possession / occupation or otherwise deal with the said Premises or its rights and interest herein to any person whomsoever; save and except with the prior written permission of the Lessor, which may not be granted or in the event of the permission being granted, then the same may be granted subject to such terms and conditions as may be imposed by the Lessor in its absolute discretion. However, the Licensee shall be entitled to only assign its rights under the said Agreement to Licensee's subsidiary, affiliate holding companies, group companies and / or authorized Franchisee / Agent by giving to the Lessor 15 days advance written intimation..
- iii. The Licensee shall at its costs and expenses take such insurance policies against all kinds of risk, Acts of Gods, Natural Calamities in respect of all things within the said Premises in accordance with applicable practice and procedure from an established & reputed Insurance Company regularly every year, without any break during the subsistence of this License.
- iv. To obtain prior written approval of the Lessor/Mall Management Company in respect of the shop front design.

23. The Licensee will obtain and furnish proof to the Lessors of cancellation of all licenses and certificates as may have been obtained by it from all the concerned authorities for the purpose of conducting its business as permitted herein by the Lessor from the said Premises.

24. The Licensee shall observe and comply with the rules, regulations and bye-laws as are/or may be applicable by the Government agencies under the Provident Fund Act, Weights and Measurement Act, Employees/State Insurance Act and any other Laws in force with regard to the said Business to be carried out by the Licensee and it is agreed that Licensor has no liability or responsibility whatsoever in that behalf including for any prosecution or ancillary act or penalty whatsoever.

The Licensee shall be required to take out all its assets and belongings which do not pertain to furniture and fixture out of the said Premises within 07 (seven) days of termination or sooner determination or expiry of this Agreement failing which, the Licensor may either opt to permanently retain the same or remove the same at the cost of Licensee.

The Licensee shall employ its own personnel, contractors and agents for its business at its own cost and shall pay their remuneration and bear all other associated costs in this respect, when due and be responsible for their safety for which Licensor will not be liable in any manner.

The Licensee shall comply with and observe all the rules and regulations for the time being in force and applicable for conducting and running the said Business and shall obtain all licences required, and further undertakes not to commit any breach or default in respect thereof.

The Licensee shall be responsible for the management of the business and security and maintenance of the furniture, fixture, fittings, equipments and machines, and other articles and things, lying in the said Premises. The Licensee undertakes, at its own cost, to do the day to day maintenance of the said Premises in accordance with existing recognized standards and maintain the said Premises in a good, proper and tenantable condition, in which it is given subject to normal wear and tear.

Notwithstanding anything contained hereinabove to the contrary, it is hereby clarified that the Licensee shall be responsible at its own cost for the infrastructure, amenities, facilities, required for carrying on its business within the said Premises and the Licensor shall not be responsible for such infrastructure, amenities, facilities and services including any business support services such as internal office utility, lounge, reception, secretarial services, internet, telecom, pantry etc.

Service tax, if any, on the License Fees and / or CAM Charges and charges referred to in Clause nos. 5 and 6 and other taxes and levies pursuant to this Agreement, if any would be payable by the Licensee.

The Licensee hereby covenants and agrees with Lessor that on the expiry of the period of this Leave and License Agreement or sooner determination thereof, the Licensee shall forthwith stop the use of the said Premises and remove all its employees, representatives and agents and all its furniture and fixtures, other goods, material, articles and things there from, and shall restore the said Premises to the state of good repair and in tenantable condition, reasonable wear and tear caused due to use or caused due to passage of time is exempted and shall hand over charge of the same to Lessor, subject however to the simultaneous refund of the Refundable Deposit to the Licensee after deducting therefrom those dues outstanding to be paid and borne by the Licensee, any other amount which may be due and payable by the Licensee to the Lessor, outstanding License Fees and the last paid License Fees for unexpired period of initial lock-in period (save & except force majeure conditions) and other amounts due and payable by the Licensee under the terms hereof to the Lessor or otherwise, and only against the Licensee handing over vacant and peaceful occupation of the said Premises to the Lessor, on termination or early determination of this Leave and License Agreement. Notwithstanding anything contained herein, the Lessor shall be entitled to let out / license the said Premises to any third Party in the event of termination / sooner determination during the lock-in period. The Lessor shall not be required to pay any amount on account of any value added to the said Premises or any other account whatsoever.

At the expiry or sooner determination of the term, in the event of the Licensee failing to remove itself and/or its articles, belongings and effects or any of them from the said Premises or any part thereof and to handover vacant charge of the same to the Lessor, in spite of the Lessor being ready and willing to refund the balance amount of Refundable Deposit in the manner provided herein then in that event, the Licensee shall be liable to pay to the Lessor a sum equal to double the rate of the last paid License Fees / as and by way of **compensation or liquidated damages** for wrongful, illegal and unauthorized use of the said Premises for the period from the expiry or determination of this Agreement until the date on which the Licensee removes itself from the said Premises after fully removing all its effects and belongings and handing over the said Premises to the Lessor in a state of good repair and condition, reasonable wear and tear caused due to use or passage of time is accepted. The Lessor shall be entitled to deduct such compensation or any amount remaining outstanding by the Licensee as mentioned in this Agreement, from the balance amount of the Refundable Deposit to be refunded to the Licensee in terms hereof.

In the event the Lessor fails, refuses, or neglects to refund the Deposit (or unadjusted part thereof, as the case may be) to the Licensee on the expiry, or termination, or sooner or earlier determination, of this Agreement, the Licensee being ready and willing to remove its effect from the said Premises of the Lessor in accordance with the provisions of these presents, then the Licensee shall be entitled to get refund of the Refundable Deposit (or unadjusted part thereof, as the case may be) together with interest thereon @ twenty one per-cent (21%) per annum calculated from the date of the expiry, or termination, or sooner or earlier determination till refund/realisation/ receipt of the Deposit.

The signage /advertisement board on the said Premises would be designed, developed installed and maintained by the Licensee as may be decided by the Licensor or Society. The Licensee shall not decorate the exterior façade of the said Premises or put its board or signage, in a manner that will obstruct hinder the view of the other premises in the scheme, or not otherwise authorized or permitted by the Licensor or Society. Licensee shall not put up any signage outside the said Premises, save and except in the spaces frames provided specifically for the specified purpose by the Licensor. The signage shall further conform to specifications that the Licensor may impose with a view to maintain aesthetic uniformity with respect to the size, shape, design, illumination, etc., in the said Mall. However, permission to put such signage / advertisement / board is strictly personal and concurrent to license / use of the said Premises under these presents and shall not be exploited commercially or otherwise.

The Licensee shall have the full right and liberty to use and enjoy all common open areas, the entrance areas (for the purpose of ingress and egress), facilities and infrastructure installed and provided in the said Retail Mall and avail the benefit of the amenities mentioned in Clause 1.1(b) above on non-exclusive basis, subject to other provisions herein and subject to terms and conditions as may be decided by the Licensor/MMC. These may be modified, regulated, monitored or subjected to restrictions as regards, time, quantity, or any other manner as they may deem fit and Licensee shall be bound by them. However, nothing contained herein should be construed as exclusive license letting or letting on hire to the Licensee of the common area and the plant and equipment including lift, escalators and air conditioning systems, generators

The Licensee shall not at any time demolish or cause to be demolished the said Premises. The Licensee shall not make any additions, deletions, alterations in the elevations and outside colour scheme of the said Premises. The Licensee shall not make any structural changes or alterations to the said Premises whatsoever.

The Licensee shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the said Premises or for the purpose of repair of any part of the said Premises, in the compound or in any open areas of the Scheme or in any other manner which may cause nuisance or annoyance to the others;

The Licensee will not use or permit to be used the common passages, staircases or any other open spaces, margin lands, etc., for storage or keeping any articles or things or for any other use.

It has been agreed that if any changes, modifications or alterations are effected by the Licensor in the Mall in general or in particular with respect to any part thereof which may have effect upon the terms and conditions agreed upon, such changes or modifications or alterations shall be binding upon the Licensee and to that extent the terms and conditions, rights as contained herein shall stand modified or changed or altered, and the Licensee shall not be entitled for any compensation or relaxation or resolution or discount in the Licence Fees or any other charges. Provided however, such changes, modifications or alterations have to be carried out in such manner that it shall not prejudicially affect the rights conferred upon the Licensee under this Agreement or the obligations of the Licensee towards the purpose hereof for conducting its business.

The Lessor shall be at liberty to place and install, without payment of any extra amounts, neon sign boards, glow signs, signage and such other advertising material (the "**Signage**") of its own within the said premises and signage on the 'shop front signage area' of the said premises, which should be as per the shop front criteria drawings presecribed by the Lessor and the same shall be along with the right to connect the Signage with the electrical connection(s) from the said Premises.

All signage within the Mall shall be regulated and controlled by the Lessor and all signage permitted to be put up by the Licensee shall comply with such requirements. No changes to the signage will be permitted, except with the prior written consent of the Lessor.

Licensee shall not make any internal changes in the said Premises, to add to the retailing floor space of the said Premises, by erecting or putting up mezzanine floors, lofts, etc., within the said Premises. Violation of the above will be considered as a material breach of the contract inviting termination of the Leave and License Agreement at the entire discretion of the Lessor. Without prejudice to the above, the Lessor may additionally enter the said Premises and have any unauthorized erection/additions of the nature referred to above demolished, entirely at the costs and consequences of the Licensee.

The Licensee shall at its costs and expenses take such insurance policies against all kinds of risk, Acts of Gods, Natural Calamities in respect of all things within the said Premises in accordance with applicable practice and procedure from an established & reputed Insurance Company regularly every year, without any break for the period not less than this Agreement.

REPRESENTATIONS OF LESSOR

On the Licensee paying Lessor the License Fees and such other payments as mentioned in these presents regularly and on observing and performing all the terms and conditions hereof, the Licensee shall be entitled to peacefully conduct business from the said Premises during the term of this Leave and License Agreement without any interruption by Lessor or anybody claiming under or in trust for it or otherwise howsoever.

The Lessor undertakes that it is authorized to enter into this Leave and License Agreement and that the plans are approved by Municipal Corporation. Further it has obtained all the required approvals from the competent authorities for the purpose of operation of the Mall.

The Lessor further assures that the said Premises, the plot and the building are not the subject matter of any pending litigation pertaining to acquisition proceedings. Further, there is no bar on the Lessor which prohibits the license right in favour of the Licensee and the intended use of the same;

The Licensee shall keep its working hours and holidays as per the bye laws, rules and regulations of the Mall. It is expressly clarified that the certain common amenities, as may be decided by the Lessor / MMC, shall be available only during restricted hours and may be subject to restrictions, and use thereof may be monitored.

Subject to the above, Lessor shall ensure that free access is available to the customers of the Licensee and its employees and representatives for entering the said Premises from entrances and shall ensure that no obstruction is caused by Lessor or its employees, representatives, agents, servants, etc.

BREACHES, TERMINATION AND CONSEQUENCE THEREOF

The following constitutes Event of Default by the Licensee leading to termination of this License:

- i) If during the Term of the License, the Licensee fails to furnish the Refundable Deposit in terms hereof.
- ii) Subject to clause 3, if the Licensee fails to enter the said Premises and commence fit out work pursuant to Handover For Fit Out Works on the scheduled date in terms of this agreement.
- iii) If and whenever during the term of the License any or any part of the License Fees and Other Charges including the Common Area Maintenance reserved by this agreement shall remain unpaid for 30 (Thirty) days after they become due for payment (whether or not they shall have been formally demanded) to the Lessor.
- iv) the Licensee at any time fails or neglects to perform or observe any of the covenants, conditions contained in this agreement and all Schedules to the agreement, to be performed or observed by the Licensee and if such breach continues of more than 15 (Fifteen) days; or
- v) any distress or execution is levied on the Licensee's goods ;
- vi) an event of insolvency shall occur in relation to the Licensee, including (in relation to a Licensee which is a company or a corporation) inability to pay its debts, entry into liquidation either compulsory or voluntary, the passing of a resolution for winding up, the making of a proposal to the company and its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs, the application to the court for the appointment of a Judicial Magistrate or the appointment of a receiver or judicial manager and (in relation to a Licensee who is an individual) insolvency or inability to pay or having no reasonable prospect of being able to pay his debts as they fall due, any step being taken or the presentation of a bankruptcy petition for his bankruptcy, the making of a proposal to his creditors for a composition in satisfaction of his debts or a scheme of arrangement of his affairs or the appointment of a receiver in respect of his property; or
- vii) the business operated by the Licensee in the said Premises or the trade name used by the Licensee is blacklisted by any government authority;

In the event of commission of any of the aforementioned defaults (save and except defaults as mentioned in sub clause (i) & (ii) of clause 47) by the Licensee, the Lessor shall serve a notice of 30 (Thirty) days calling on the Licensee to remedy the breach. The Lessor shall be entitled to terminate the agreement if the Licensee fails to rectify the breach within the period mentioned in the notice.

Consequences of Termination:

Without prejudice to any other remedy that the Licensor may be entitled to under this agreement including the liquidated damages, the following consequences shall result in the event of Licensee committing any of the aforesaid defaults:

- a) Upon the Termination of the License as aforesaid and subject to the refund of refundable deposit (after adjustments of due, if any) to the Licensee, it shall be lawful for the Licensor or any person or persons duly authorized by the Licensor for that purpose to re-enter the said Premises (or any part thereof in the name of the whole) at any time (even if any previous right of re-entry has been waived) and to repossess and re-enter the said Premises and the Term hereby created and this License shall absolutely cease and determine.
- b) The Licensee acknowledges that upon the lawful termination of this License by the Licensor by re-entry for non-payment of License Fees, CAM Charges and Other Charges as specified herein, it shall be lawful for the Licensor to remove at the cost of the Licensee all the materials, stock-in-trade, fixtures or fittings of the Licensee from the said Premises without being in any liable for any consequences thereof.
- c) Right of re-entry into the said Premises by the Licensor as referred herein shall be without prejudice to any rights or remedies of the Licensor in respect of any breach of any of the covenants by the Licensee contained in this agreement (including the breach in respect of which the re-entry is made).

RELATIONS BETWEEN PARTIES

Nothing contained herein shall be construed as establishing or creating a relationship of partnership, principal and agent, between the Parties hereto. Nothing contained herein shall be construed as a sale, or disposal of the said Premises in favour of the Licensee, the use thereof allowed to the Licensee being only to manage and operate the retail store; and strictly on and subject to the terms and conditions stated herein.

No lease, sublease or tenancy is being created by Licensor in favour of the Licensee under or in pursuance of this Agreement and it is distinctly and clearly understood, agreed and declared by and between the parties hereto that :-

- a. The Licensee shall not have or claim any interest in the said Premises as a tenant, lessee or sub lessee or otherwise;
- b. No right as tenant lessee or sub-lessee or otherwise is purported or intended to be created or transferred by Licensor in favour of the Licensee in or in respect of the said Premises;
- c. The rights that the Licensee shall have in relation to the said Premises are those set out in this Agreement; and
- d. The Licensee accepts that its arrangement with the Licensor is strictly that of grant of License to use the said Premises for the Term on the basis of Leave & License Agreement only

Licensee is responsible to the Lessor for the due performance and discharge of its obligations and responsibilities under this Lease and License Agreement and shall indemnify and keep the Lessor indemnified against all claims, actions, suits, proceedings, loss, damages, costs charges, and expenses incurred by it as a result of any act or omission on the part of the Licensee in discharging and performing such obligations and responsibilities.

Lessor is also responsible to the Licensee for the due performance and discharge of its obligations and responsibilities under this Lease and Licence Agreement and shall indemnify and keep the Licensee indemnified against all claims, actions, suits, proceedings, loss, damages, costs, charges, and expenses incurred by it as a result of any act or omission on the part of the Lessor in discharging and performing such obligations and responsibilities.

MISCELLANEOUS

If the Lessor at any time during the subsistence of this Agreement sells and/or transfers their rights in the said Premises as a whole or in part to any person/s, then in that event the Licensee shall become Licensee of the transferee/s on the same terms and conditions mentioned herein. The transferee/s or new owner/s shall issue a letter in favour of the Licensee, confirming that the terms herein contained shall be binding on the transferee/s or new owner/s and he/they will acknowledge the receipt of interest free deposit paid by Licensee to the Lessor whose benefits and obligations shall also be transferred to the new owner and all adjustments shall be made accordingly and that in such an event the Lessor herein shall extend their full co-operation to the Licensee. Further, a fresh Deed of Adherence shall be executed by the new Transferee / owner of the said Retail Mall with the Licensee confirming the terms and conditions of this Agreement and all costs/incidental costs of registration of the such deed shall be borne by the new Transferee/owner alone. The requirements of this clause shall apply mutatis-mutandis to any subsequent transferee of the said Premises as a result of any sale or transfer. Subject to the above, the Lessor shall have the right to assign / transfer the said Premises or rights interests and obligations of and under this Lease and License Agreement to any other person without prejudicially affecting the rights and obligations of the Licensee under this Lease and Licence Agreement, without the prior consent of the Licensee.

In the event of a Force Majeure event, existing for a period exceeding 30 (Thirty) days, notwithstanding anything contained hereinabove, either party shall be entitled to terminate this agreement, by giving to the other party 30 (Thirty) days notice, and thereupon, the consequences provided for termination shall apply. In such an event the licensee shall not be liable to pay any License Fee, CAM Charges and / or Other Charges from the date the licensor is informed of such force majeure event in writing till the time the agreement is terminated or the said Premises including the entire building is restored back in its original condition, as the case may be. In the event of termination under this clause, the licensee shall also not be liable to pay the last paid License Fees for the un-expired lock in period, and the licensor shall refund the Refundable Deposit and any deposit lying with it on such termination, after deduction and retention in terms of the agreement. For the purpose of this clause, Force Majeure means any event, not attributable to the licensee, of fire, accident, riots, civil or technological commotion, flood, earthquake, storm, terrorist activity, war, or Act of God, which adversely affects the said Premises to conduct the said Business by the licensee as contemplated therein in which case, Licence Fees for such period including any unexpired Lock In period would not become payable. The provisions of this clause shall apply mutatis-mutandis to services amenities and obligations of the licensor, in the event of force majeure.

57. In the event of the said Premises requiring any major repairs (not arising out of act of commission or omission of the licensee) as a result whereof the licensee is unable to conduct the said Business from the said Premises, the licensee shall not be liable to pay License Fees and in case of the inability continues for continuous period of 30 (Thirty) days, the licensee shall be entitled to terminate this License in which case the licensee shall not be liable to pay License Fees for unexpired lock in period, and the licensor shall refund the Refundable Deposit and any deposit lying with it on such termination, after deduction and retention in terms of the agreement.

The Parties agree that the said Premises as provided by licensor containing facilities and utilities hereto shall always be the property of licensor. The licensee shall be the owner of all Furnishing and Fitments within the said Premises. All additions and alterations (other than moveable assets belonging to the licensee forming part of its shop) to the said Premises shall always be the property of the licensor without licensor being required to pay to compensate for the same. The licensee shall take due care of licensor's assets and properties, reasonable wear and tear caused due to use or passage of time is excepted.

The licensee shall not have the right to assign, let, sub-let, underlet, sub-license, mortgage, charge with, transfer etc. in any manner whatsoever, with respect to the said Premises to any person whomsoever. However the licensee shall be entitled to only assign its rights under the said Agreement to licensee's subsidiary, affiliate holding companies, group companies and / or authorized Franchisee / Agent by giving to the licensor 15 days advance written intimation.

The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Leave and License Agreement promptly through negotiations between them. Subject to aforesaid, the Parties shall refer any dispute arising out of or in connection with this Agreement to arbitration to be carried out in Mumbai, by single arbitrator appointed by the Lessor and Licensee jointly (upon mutual consent) in accordance to the provisions of the Arbitration & Conciliation Act, 1996 and the decision of the said arbitrator shall be final and binding on both the Parties. The language of Arbitration shall be in English and the venue of Arbitration shall be Mumbai. Either party shall be entitled to move to local courts for recovery of any dues / outstanding amounts and damages etc. under this Agreement.

All Stamp Duty, Registration Charges, service taxes, as may be applicable, and other out of pocket expenses payable on this Leave and License Agreement shall be borne and paid by the Licensee. The Licensee shall retain the Original Stamped and Registered Leave and License Agreement and that the Lessor shall retain a certified duplicate of this Agreement, which shall be certified by the Registrar at the time of Registration of this Agreement.

61. Any notice required to be served hereunder shall be sufficiently served on the Licensee, if served by Registered Post or a reputed private courier at both to the said Premises and Licensee's registered/corporate office and shall be sufficiently served on Lessor, if served at its Registered Office.
62. Notwithstanding anything to the contrary herein, all obligations, terms, conditions and covenants on the part of each Party herein, shall be observed, performed and carried out by the respective Party, always and at all times from time to time at its costs, expenses and consequences only.
63. Similarly notwithstanding anything to the contrary herein, except the said Premises to be completed as aforesaid anything that may be required to be done or carried out by the Lessor for the benefit of the Licensee herein (only if, so requested in advance by the Licensee in writing), under the terms hereof or otherwise, or at the instance of the Licensee, shall be done or carried out at the cost, expenses and consequences of the Licensee only.
64. The parties hereto hereby agree, declare and confirm that this Agreement represents the entire agreement between them regarding the subject matter and all or any alterations, additions, writings, understandings, arrangements, assurances and agreements' whether reduced to writing or discussed orally has merged into this Agreement and what is not provided is deemed to have been disagreed and/or cancelled and/or treated as not binding between them. Any alteration and/or addition and/or modification to this Agreement shall not be binding unless the same is reduced to writing and signed by both the parties.

SCHEDULE - I ABOVE REFERRED TO
(Description of the said Retail Mall)

The Retail Mall / Shopping Complex known as "**ABC Mall**" comprising of a **Basement, Lower Ground, Ground plus 0000 floors** situated at **Address**.

SCHEDULE - II ABOVE REFERRED TO
(Description of the said Premises)

Premises bearing Unit Nos. **0000** admeasuring approximately **0000** sq. ft. covered area and **0000** sq.ft chargeable area and situated at **floor**, as shown in hatched lines on the Plan annexed hereto and marked as **Annexure-'A'** in the said Retail Mall – “**ABC Mall**” situated at **Address**.

IN WITNESS WHEREOF the Parties have hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED)
By the within named)
ABC Private Limited)
By its Director /Authorised Signatory)
Shri.)
in the presence of)

1.

2.

SIGNED AND DELIVERED)
By the within named Licensee)
CBA Retail Limited)
By its Director/Authorised Signatory)
Shri.)
in the presence of)

1.

2.

ANNEXURE -A

{Plans}

Floor Plan Drawings

ANNEXURE -B

CAM Services/ Facilities/ Amenities:

- i. Common area air conditioning facilities, including maintenance;
- ii. Common area housekeeping and maintenance services;
- iii. Properly electrified common area;
- iv. Security services;
- v. Mall Management Consultancy Services
- vi. Water for common areas;
- vii. Sanitation services;
- viii. All plant machinery facilities including generators and amenities (mechanical, electrical, plumbing) provided in the said Retail Mall;
- ix. Lifts, escalators and other utilities including liftman and maintenance of lifts, etc;
- x. Maintenance of gardened common area passage;
- xi. Maintenance of landscaping in common area/passage;
- xii. Promoting the said Retail Mall.
- xiii. Generally to provide support services in relation to operation of the said Retail Mall.
- xiv. Insurance of the structure.
- xv. Security, maintenance, utilities, electricity, etc for car parking for visitors.
- xvi. Repairs and Maintenance expenses of the Mall.

ANNEXURE -C

Specifications of Civil Amenities

Basic shell of each shop / unit within the licensed premises of '**ABC Mall**' shall comprise of the following:-

1. **Civil Structure**:-

Each of the unit / store's walls would be finished with grey cement plaster.

The Columns and slab/beam will be bare RCC. The slabs shall be designed as per provisions of national building code for mercantile use.

Any additional partition walls required in the unit by the Licensee should be constructed in light weight masonry/ wall panels only after prior approval from the Licenser.

2. **Flooring**:-

The flooring finish within the store / unit will be naked RCC slab - ready for floor covering material with tolerance upto + / - (plus or minus) 1 inch.

3. **Electrical Supply**:-

Power up to 0.9 kva for every 100 square feet would be provided for each unit/ store. Electrical supply will be terminated through a cable at one point in the store premises with isolation arrangement.

A kWhr meter will be provided for recording electrical consumption for each unit / store.

In addition a generator power also upto 0.9 kva for every 100 sqft will be provided.

4. **Air Conditioning**:-

Chilled water supply for air conditioning shall be provided at one point in the unit / store. All AHUs / FCUs / Ducting / Grills / Diffusers, etc. shall be installed by the Licensee at its own cost.

5. **Escalators and Elevators**:-

Escalators and elevators in common areas will be provided as per architectural design and ease of circulation in the mall.

6. **Telephone System**:-

A 5-pair telephone cable will be provided at one point in unit/ store.

7. **Data Cable**:-

CAT 5 will be provided at one point in unit/ store.

8. **Cable T. V.**:-

One point for Cable T. V. wiring will be provided in each unit/ store.

9. **Toilets**:-

Common toilets will be provided in a convenient location as per the architectural design and ease of circulation in the mall.

10. **Sprinkler System**:-

The mall will be provided with a Sprinkler Piping network. One tap off point will be given to the store. For individual unit / store

the internal piping and sprinkler protection from the tap off point onwards will be carried out by the Licensee as per NBC guidelines / local fire norms at its own cost.

11. Fire alarm system:-

The building will be provided with addressable Fire Alarm system. One Monitor Module will be provided for the Licensee. Fire Panel, Internal cabling and Smoke Detection system within the store to be carried out by the Licensee as per NBC guidelines / local fire norms at its own cost and linked to the mall's fire panel (monitor module).

12. Shop Front Criteria:-

Shop front Glazing (strictly toughened glass) for the store/ unit, if required, to be installed by the Licensee at its own cost. The store front design criteria will be specified in the Fit-out Manual and will need to be approved of by the Licenser.

13. Boarding of store during fitout:-

Boarding of the shop front will be required with white painted plywood and 2 ft. x 2 ft. wooden frame during the time of fit out work. The boarding will be done by the store / unit's Licensee at his own cost. All material used for fit-out work will be kept within the boarded area.

14. Amenities at Fit-out stage:-

Temporary Water & Power needs to be specified by Licensee for fitout works. Power DB will be provided at each floor with multiple outlets for Licensee to tap power. Licensee will have to fix sub-meter for reading consumption & pay the charges to the Mall Management company accordingly. Water storage tank will be provided at one point in the mall from where Licensee can collect & use water.