

LICENSE DEEDFOR USE OF LICENSED ASSETS

This License Deed for use of License Assets (hereinafter ‘the License Deed’) is made at New Delhi on this ____ day of _____ 2025,

BY AND BETWEEN

Solar Energy Corporation of India Limited (SECI), a Government of India Enterprise, having its registered office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, hereinafter referred to as the “*Licensor*” (which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns),

AND

M/s _____, a _____ having its office at _____, hereinafter referred to as the “*Licensee*” (which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns).

WHEREAS SECI has floated RfP No.: **SECI/C&P/MI/00/0014/2025-26 dated xxx** for selection of Licensee for renting out the office space of SECI, along with built up facilities at the NBCC Complex (hereinafter ‘the demised premises’)

WHEREAS the Licensor has installed and owns the furniture, fixtures and the built up facilities (hereinafter ‘the licensed assets’) as mentioned in Annexure 1 at the demised premises

WHEREAS SECI has entered into a Rent Deed with xxxxxxxxxxxxxx, being the successful bidder selected as per RfP No.: **SECI/C&P/MI/00/0014/2025-26 dated xxx**

WHEREAS the present License Deed is for the nonexclusive use of the Licensed Assets for a period of five (5) years unless terminated earlier (hereinafter ‘the Licensed Period’) and shall form an integral part of the overall Rental Arrangement with the successful bidder, but shall operate as a **standalone covenant for Component-B (Fixed Licensee Fee)** as defined in the **RfP No.: SECI/C&P/MI/00/0014/2025-26 dated xxxxx**.

1. PURPOSE

1.1 The licensor hereby grants to the Licensee a non-transferable, non-exclusive license to use the Licensed Assets described as per Clause 2 and Schedule 1 at the Demised Premises for the Licensed Period, solely for the purposes specified herein.

1.2 This License Deed shall come into force on xxxxx shall remain in force for a period of 5 years unless terminated earlier

1.3 This License Deed is executed exclusively for the levy and payment of fixed license fee paid monthly (hereinafter ‘the License fee’) by the Licensee to the Licensor for the use of the

furniture, fixtures, built-up amenities, workstations, cabins, cubicles, CCTV systems, IT & telecom systems, HVAC units, conference facilities, access control, interiors and other inbuilt facilities provided by SECI at its demised premises situated at:

6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, South West Delhi, New Delhi – 110023 (“Premises”).

1.4 Nothing contained in this Deed shall constitute a transfer of ownership of the Licensed Assets, and no right, title, or interest in the Licensed Assets shall pass to the Licensee other than the limited right of use as provided herein.

2. FACILITIES COVERED

2.1 The fixed monthly license fee cover the following broad categories:

a) **Furniture, Fixtures & Interiors** – Modular workstations, executive rooms, cubicles, cabins, meeting rooms, conference rooms, reception & lounge furniture, pantry & cafeteria furniture, file storage units, compactors, library furniture, multi-purpose hall setup, etc. with modern office interiors.

b) **Inbuilt Systems and Equipment** –

- CCTV Surveillance, Access Control, EPABX & Telecom Systems
- Fire Alarm & Safety Systems, Public Addressing Systems, FM-200, Rodent Panels
- HVAC Systems, Air Handling Units (AHUs)
- IT Server Rooms, Networking Fixtures, UPS Systems

c) **Plug-and-Play Infrastructure** – Reception area, visitor lounge, project rooms, medical room, file storage facilities, auditoria/meeting facilities, pantry & kitchen fitments, AV conferencing devices, etc.

A detailed list of Furniture, Fixtures and the Built in facilities is provided as per Schedule 1

2.2 The condition report as of the Furniture, Fixtures and the Built in facilities at the time of handing over by the Licensor to the Licensee is provided as per Schedule 2.

3. CONSIDERATION / SERVICE CHARGES 3.1 The Licensee shall pay to the Licensor a **Fixed Monthly License Fee of INR _____/- (Rupees _____ only)** towards use of the above facilities for the Licensed Period

3.2 The License Fee of Rs INR XXXXXX shall be non-escalating and non-revisable for a lock-in period of **five (5) years** from the date of commencement of this Deed. The same may be reviewed mutually after completion of five years. The License Fee payable by the Licensee shall be exclusive of GST and **other applicable statutory levies**, which shall be borne and paid separately by the Licensee

Licensee**4. PAYMENT TERM**

4.1 The licensee shall pay the License Fee to the Licensor **on or before the 7th day of each calendar month**, by electronic transfer to the designated bank account of SECI for the use of the Licensed Assets. Any delay of payment by the Licensee to the Licensor for the use of Licensed Assets shall attract an interest @ 12% per annum on the outstanding amount till the date of actual payment

5. LICENSEE'S OBLIGATIONS

- a) It shall be the obligation of the Licensee to use the Licensed Assets described as per Clause 2 and Schedule 1 with all due care in a prudent manner.
- b) The Licensee shall be responsible for the maintenance, routine upkeep and repairs including structural repairs of the Licensed Assets and accordingly shall bear the cost of **Annual Maintenance Contracts (AMC)** for systems including but not limited to HVAC, EPABX, CCTV, Fire Alarm Systems, and Access Control Systems and to engage competent agencies for upkeep.
- c) The Licensee shall return the facilities, upon expiry/termination, in substantially the same condition as handed over, normal wear and tear excepted as the premises is offered on "As is where is" and "as is what is" basis. Failure to abide by the present clause shall lead to the deduction of the cost of the assets from the Security deposit of the Licensee.
- d) To make good, at its cost, any loss, damage or deterioration beyond ordinary wear and tear.
- e) The Licensee shall not alter, add, modify, remove or sublet any Licensed Assets or part thereof except as provided under Clause 9 of this Licensed Deed.
- f) The Licensee shall use the Licensed Assets only for the Licensed Period
- g) The Licensee shall provide reasonable access and opportunity to the Licensor or their authorized representatives or officers to inspect the Licensed Assets all reasonable times as and when requested by the Licensor
- h) The Licensee shall indemnify and keep indemnified the Licensor from and against all losses, damages, claims, costs, or expenses arising out of or in connection with the Licensee's use or misuse of the Licensed Assets or breach of any term of this Deed.
- i) The Licensee shall have the right to use the Licensed Assets only for the prescribed period which shall be co-terminus with the Rental Deed for the Demised Premises.

The office space is equipped with essential infrastructure systems including HVAC systems, Air Handling Units (AHUs), EPABX system, Server Room, CCTV surveillance, Fire Alarm System, Access Control System, and Public Address (PA) System, office horticulture etc which are maintained through an agency. Therefore, the Licensee shall be responsible for engaging a competent agency for the Annual Maintenance Contract (AMC) of all the aforementioned systems. This shall include regular servicing, necessary repairs, and the supply of required spare parts and consumables to ensure their smooth and uninterrupted functioning. It shall be the responsibility of the Licensee to keep the equipment intact and in functional condition. The Licensee will have to HIRE an agency for AMC of EPABX Systems, HVAC System & Plants & its supply as per the requirement and provide the contract document to lessor as a proof.

6. LICENSOR'S RIGHTS

1. Ownership of all furniture, fixtures, systems and facilities shall vest solely with SECI/ Licensors.
2. The Licensor shall at all times retain full ownership, title, and interest in the Licensed Assets, including all furniture, fixtures, fittings, and built-in facilities provided to the Licensee under this Deed.
3. The Licensor shall have the right of access and inspection to the Licensed Assets and the demised premises, at reasonable times and upon giving prior notice to the Licensee, for the purposes of:

(a) Verifying proper use and maintenance of the Licensed Assets;

(b) Verifying/ inspecting the repairs, replacements, or maintenance undertaken by the Licensee

(c) Ensuring compliance by the Licensee with the terms of this Deed.

4. Noting in the present Deed shall convey a right upon the Licensee to claim ownership of the Licensed Assets
5. The Licensor shall have the right to terminate the license and reclaim possession of the Licensed Assets in accordance with the termination provisions of this Deed if the Licensee breaches any material term or fails to pay the License Fee as stipulated. Licensee Deed)

6. **7. TERM AND TERMINATION**

- i. This License Deed shall commence on xxxxx and shall remain in force for a period of five (5) years, expiring on xxxxx, unless earlier terminated in accordance with this Licensee Deed. It is specifically stated that the present License Deed shall remain co-terminus with the Rental Deed for the Demised Premises and the termination of the Rent Deed shall automatically result in the termination of the present Licensed Deed
- ii. In the event of termination of the Rent Deed for whatsoever reasons, the Licensee shall vacate the Licensed Assets and handover the same in good condition to SECI.
- ii. Failure to abide by the present clause shall lead to the deduction of the cost of the assets from the Security deposit of the Licensee.

8. SECURITY DEPOSIT

A sum equal to One (01) License Fee (License fee as mentioned in clause 3 of this Deed) as advance Licence Fee and also the Interest free Security Deposit of an amount equal to Six (06) months' service charges to SECI for the Licensed Assets in the form of Demand Draft drawn on Scheduled Bank in favour of "Solar Energy Corporation of India Limited", payable at New Delhi, within 30 days after the receipt of the NoA/LOI along with Draft License Deed.

Deed Subject to satisfactory compliance by the Licensee with all obligations under this Deed and the return of the Licensed Assets in good condition, the Licensor shall refund the Security Deposit (or balance thereof) to the Licensee within 30 days after the expiry or termination of this Deed.

The Security deposit shall be interest free and shall be retained by the Licensor throughout the License Period.

The Licensor shall have the right to adjust the Security Deposit towards (a) unpaid License Fees or other dues payable by the Licensee under this Deed; (b) the cost of repairing any damage (beyond normal wear and tear) to the Licensed Assets; or (c) any other loss, expense, or liability incurred by the Licensor as a result of the Licensee's breach of this Deed. In the event that any portion of the Security Deposit is so adjusted or appropriated, the Licensee shall, upon written notice from the Licensor, replenish the Security Deposit to its original amount within 10 days of such notice.

The proceeds of the Security Deposit shall be payable to SECI as compensation for any loss resulting from the Licensee's failure to discharge its obligations under this Licence Deed.

9. ALTERNATIONS & MODIFICATIONS

The demised premises are in the furnished form/ready to move-in form. However, the Licensee, as per its needs and uses, can make slight modifications in the premises with prior written consent from the lessor. The furnishings/installation may include partitions, false ceiling, internal electrical wiring/fixtures, establishment of stand-alone data centre, finished flooring, furniture, and fixture etc. Service lift is available for carrying the materials to higher floor areas. No other alteration, addition, modification, removal of any Licensed Assets or part thereof shall be permissible under any circumstance.

10. INTERNAL SECURITY, FIRE SAFETY & HOUSEKEEPING

Internal Security and housekeeping for the premises shall be the responsibility of the Licensee. The Licensee shall make its own arrangements for regular cleaning, waste collection, and disposal in compliance with local municipal and environmental regulations. The Licensee shall not dispose of waste or effluents in any manner that may cause nuisance, health hazards, or damage to the building or surrounding premises.

11. FIRE, SAFETY & INSURANCE

11.1 The Licensed Assets are being Licensed on an “**as is where is**” and “**as is what is**” basis. Accordingly, the Licensee shall be solely responsible for the proper upkeep and maintenance of the premises during the tenancy and shall be liable to hand over the premises in the same condition as originally provided, subject to normal wear and tear.

11.2 The Licensee shall (a) comply with all fire safety norms, rules, regulations, and guidelines prescribed by local authorities or the Licensor from time to time; (b) maintain the fire safety equipment provided within its licensed area in good working order; and (c) ensure that its employees, agents, and visitors are made aware of and comply with all fire safety procedures (d) insure the assets, equipment, and interiors at its own cost and towards the same obtain insurance coverage for the assets, equipment, fixtures, furniture and interiors placed within the premises.

11.3 The Licensee shall not store or use any flammable, hazardous, or explosive materials in or around the Licensed Assets or premises, except as may be reasonably required for its operations and permitted in writing by the Licensor and in accordance with applicable laws.

11.4 Relevant copies of such insurance taken by the Licensee shall be submitted with the Licensor

Licensee

12. DISPUTE RESOLUTION

12.1 Any dispute arising out of this License Deed shall be resolved amicably; failing which following procedures will be undertaken:

12.2 All disputes, claims, or differences arising out of or in connection with this Licence Deed, including its interpretation, performance, and termination, shall be resolved amicably between the parties within thirty (30) days of one party raising the dispute to another.

12.3 If the parties are unable to resolve the disputes amicably, the dispute arising out of this Agreement shall be resolved through adjudication or arbitration, failing which the matter shall be referred to Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), as per DPE guidelines. Jurisdiction shall be at New Delhi. In the event of any dispute arising out of this Deed between the Lessor and the Sub Lessee, the same shall be referred by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and any subsequent modifications thereto.

12. GOVERNING LAW

This License Deed shall be governed by and construed in accordance with the laws of India, with jurisdiction of courts at New Delhi.

13. LICENSE DEED

This License Deed constitutes the entire understanding between the Parties with respect to the levy and payment of service charges for furniture, fixtures and facilities.

14. MISCELLANEOUS

The property is rented on “**As is where is**” & “**As is what is**” basis. Therefore, it is the responsibility of the Licensee to upkeep the premises, interiors, furniture, fixtures, equipment, etc. and shall be liable to handover the premises as it is provided.

All notices under this Deed shall be in writing and sent by registered post or email to the addresses mentioned above or such other address as either Party may notify.

IN WITNESS WHEREOF, the parties hereto have executed this Deed on the date, month and year first above written.

For and on behalf of
Solar Energy Corporation of India Limited

(Signature) _____
Name: _____
Designation: _____

WITNESS

(Signature) _____
 Name: _____
 Designation: _____

For and on behalf of
Licensee

(Signature) _____
Name: _____
Designation: _____

WITNESS

(Signature) _____
 Name: _____
 Designation: _____

Annexure-I – List of Furniture, Fixtures, Facilities and Interiors

Sl. No.	Description	Quantity	Remarks
1	Receptionist Desk	1	Furnished with registration desk, Visitors Seating space and chairs
2	Visitor Lounge/Lobby	1	Furnished with Sofas and chairs and coffee tables
3	Large Cubicles with Workstations	16	Furnished with ample storage and Godrej Brand Chairs
4	Work Stations (Modular)	122	Furnished with ample storage and Godrej Brand Chair
5	Work Desk for Support Staff	120	Furnished with ample storage and Godrej Brand Chair
6	Sr. Executive Rooms	6	Fully Furnished with Work Stations, Sofa, TV, Notice Board, Coffee table, File Storage & AV Devices.
7	Work Stations attached with Sr. Executive Rooms	20	Furnished with ample storage and Godrej Brand Chairs
8	Glass Partitioned Executive Rooms	4	Furnished with workstation, ample storage and Godrej Brand Chairs 3 Nos. each
9	Washrooms for Sr. Executives	2	Designed for PwDs
10	Round Table Meeting Rooms	3	Furnished with round table and chairs
11	Conference rooms equipped with AV Conferencing devices	2	Furnished with round table and chairs
12	Project Room equipped with AV Conferencing devices	1	Furnished with round table and chairs
13	Pantry (Breakout Area)	2	Furnished with ample chairs and dining tables; Breakout area consist of 12 chairs.
	Kitchen	1	Equipped with exhaust and Chimney
14	IT Server Room	2	--
15	Medical Room/First Aid Room	1	Furnished with medical bed, desk, chairs, Desk
16	Files Storage Room-Large	1	Furnished with ample storage shelves
17	Audit Room	1	Furnished with workstation, ample storage and Godrej Brand Chairs

18	Compactor Room	1	Furnished with 10 mobile compactor storage systems
19	UPS Room	1	2 UPS and 80 Batteries (84Ah)
20	File Storage Almirah-Large	106	
21	CCTV Cameras	10	consists of Honeywell NVRs, Seagate HDD, Honeywell Mini dome camera, and computer
22	Fire Alarm System	As per Requirement	Fire Extinguisher, Spectra Alert System (from System Sensor) Honeywell notifier NFS2-640E, Honeywell notifier NFS 320, Honeywell notifier NBG 12 LX, Honeywell ISO X Fault Isolator Module, Kanex fire suppressor system, FCM-1 notifier control module by Honeywell, Honeywell FAPT- 851 Multisensory Low Profile Intelligent Detector, Fire Alarm Bell, etc
23	Public Addressing Systems	1	Bosch Metal Ceiling Loudspeaker, and Bosh Plea Voice Alarm Call
24	FM200 System	-	including devices like panel, actuator, cylinder setup (Other than gas), Rodent Panel, Rodent Satellite Vesta Panel
25	Access Control System	2	RFID-based access control system installed with card readers at strategic office locations. Biometric Device System
26	Electronic Private Automatic Branch Exchange-EPABEx	-	EPABX system is placed and functional
27	HVAC Systems	-	As per office requirement
28	Air Handling Units (AHUs)	-	As per office space requirement
29	Library	1	Furnished with 7 bookshelves, 5 Almirahs, 8 Study chairs, and 2 Study tables

30	Multi-Purpose Room with Collapsible Partition	1	Furnished with foldable Tables, Ample Chairs, AV Device
31	Hand Sanitizers Spray machines	4	Brand Euronics
32	Details of EPABX System/IT equipments	-	
	Siemens/Unify Hipath 3800 Digital Business Communications with Expansion Cabinet	01	Cabling for both voice and data is already in place, with connections established between the equipment in the server room and the endpoints where respective data and voice ports are terminated. These connections facilitate internal communication and data access within the demised premises.
	PRI Card (60 Channel)	01	
	Digital Card - 8 Lines	01	
	Digital Card - 24 Lines	08	
	Digital Phones: Open Stage 15T	02	
	Analog Phones: Beetel M61/M71/M53/M90	173	