

## **LEAVE AND LICENSE AGREEMENT**

This Leave and License agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

### **BETWEEN**

M/s Indian Oil Corporation Ltd. (IOCL), a public sector undertaking incorporated under the Indian Companies Act, 1956 and having its registered office at Indianoil Bhawan G-9, Ali Yavar Jung Marg, Bandra (E), Mumbai-400051 and its state office at \_\_\_\_\_ and its Divisional office at \_\_\_\_\_, through its **authorized representative, Shri \_\_\_\_\_ son of Shri \_\_\_\_\_, Designation:\_\_\_\_\_** (Hereinafter called the "Licensor" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the One Part:

### **AND**

M/s Punjab Agro Juices Limited (PAJL), a Punjab State Government Undertaking, through its **authorized representative, Shri \_\_\_\_\_ son of Shri \_\_\_\_\_, Designation:\_\_\_\_\_**, and having its corporate office at 2-A, Sector 28 A, Madhya Marg, Chandigarh-160002, (hereinafter called the "Licensee" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the Other Part;

Whereas the Licensor is the owner/Lessee/licensee of a piece or parcel of land admeasuring \_\_\_\_\_ sq. ft. situated at \_\_\_\_\_ and more particularly described in the first schedule hereunder written and delineated on the plan thereof hereto annexed (hereinafter collectively referred to as "the retail outlet site or site").

AND WHEREAS the licensor has developed and set up a retail outlet, allied facilities and constructed a sales room on the above mentioned site for the business.

AND WHEREAS the Licensee is inter alia engaged in the business of **manufacturing & marketing of vegetable and fruit products and further setting up of juice bars at various sites \_\_\_\_\_** (hereinafter) \_\_\_\_\_.

AND WHEREAS the corporate /head office/state office of both the Licensor and Licensee had entered into an **MOU** dated 02.03.2015 with principal understanding that PAJL will set up Juice and Snacks Kiosks

at mutually agreed IOC retail outlets for the customers of the **Licensors** who are approaching the **Filling Station** to buy the petroleum products and whereas this Leave and License agreement forms part and parcel of the said MOU dated 02.03.2015.

AND WHEREAS **in** pursuant to the above **mentioned** Master Agreement (**MOU**) dated **02.03.2015**, the Licensee has approached the Licensor and **had** requested the licensor to permit them to use the premises on the retail outlet site of the Licensor for establishing Juice and Snacks Kiosks.

And whereas Licensor has agreed to grant a Leave and License and permission to put up and operate the Juice and Snacks Kiosks on the premises as described in the second schedule owned/taken on lease/license by the licensor for a period of **Five** years from the execution of this agreement on the terms and conditions contained hereinafter and also as per the terms and conditions mentioned in the Master Agreement (MOU) dated 02.03.2015, **already** executed between the Licensor and Licensee.

**IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:**

1. The Licensee undertakes that he and his servants and agents will observe and perform the provisions of the Petroleum Act, 1934 and the Explosives Act, 1884 and any statutory re-enactment or modification thereof for the time being in force and all rules and regulations made there under and all other Government or Municipal Local or similar Acts, Laws, regulations and bye-laws, as may be in force from time to time relating to the Licensee's business and all requisitions and requirements of all authorities appointed under the foregoing enactments, rules or regulations. If there is any violation on the part of Licensee, his servants & any person acting through new agents of the aforesaid provisions or statutory rules and regulations, the Licensor will have the absolute right to take any other action including the termination of this Agreement as the Licensor may at its absolute discretion think fit.
  
2. The Licensee shall also be solely responsible for any breach or contravention by himself, his employees, agents or any person acting through him of any Acts, rules, regulations or bye-laws of the Central and/or State Government and/or Municipal Local and/or other authorities as may be applicable to the business including without prejudice to the generality of the foregoing, the concerned authorities respectively appointed under the Petroleum Act, Payment of Wages Act, Shops & Establishments Act, Factories Act ,the Workmen's Compensation Act, The Explosives Act, 1884 or any other Act or Statutory Rules, Regulations or Bye-laws made there under and/or applicable from time to time to the business of licensee's and servants, workmen and persons engaged in connection therewith and the Licensor shall not be responsible in any manner for any liabilities arising out of non-compliance or violation of the aforesaid.

3. The Licensee shall put up the **Juice and Snacks** kiosk at its own expense at the premises described in the second schedule hereto.
4. The licensor does hereby grant to the licensee for the duration of this Agreement permission on Leave and license basis to enter on the said premises and to use the premises and kiosks for the sole and exclusive purpose of running Juice and Snacks Kiosk. Save as aforesaid, the licensee shall have no right, title or interest in the said premises or structure(s) and shall not be entitled to claim the right of lessee, sub lessee, tenant or any other interest in the premises or outfit, it being specifically agreed and declared in the particular that the Licensee shall not be deemed to be in exclusive possession of the premises.
5. In consideration of the permission herby granted the Licensee shall pay to the licensor a monthly license fee of Rs. \_\_\_\_\_. The License fee hereby agreed, is exclusive of electricity, water charges etc. The License fee hereby agreed shall be subject to increase of 5% every year. All the terms and conditions mentioned in our approval letter dt.\_\_\_\_\_ shall also be part of this agreement.
6. The license and permission granted as aforesaid for the use of the said premises and outfit shall terminate immediately on the termination of this agreement unless mutually agreed by and between the parties in writing.
7. The Licensee shall take care of its property and the licensor shall in no way be responsible for the safety/security/preservation of the Licensee's property, from the damage or injury from any cause whatsoever, which shall be the sole responsibility of the Licensee. The Licensor shall not be liable to pay any compensation on any account whatsoever.
8. The Licensee shall promptly pay bills for electrical energy and water consumed on the said premises for which a separate meter will be provided by the licensor.
9. The Licensee shall observe all rules and regulations applicable to the Retail outlet site issued by the Licensor or any other statutory, regulatory and government bodies in that regard from time to time.
10. The licensee shall adhere to all statutory, regulatory and government norms including safety regulations of installation and operation of Juice and Snacks Kiosk at IOC Retail outlets site.
11. The Licensee shall keep the premises and its surroundings in a clean and satisfactory condition.
12. The Licensee shall not carry out repairs to the premises unless, previously authorized by the Licensor in writing. All repairs to the outfit, other than those which are rendered necessary or caused by the negligence or fault of the Licensee, his agents, servants or customers shall be done by the Licensor at its own cost. Repairs which are rendered necessary or caused by the negligence or fault of the Licensee, his

agents, servants or customers, shall be done by the Licensor and the cost thereof shall be reimbursed / recovered from the Licensee by the Licensor on demand/ in the manner deem fit. The Licensee shall not remove the outfit / carry on any alterations / modification on its own or any part thereof from its position on the said premises nor deliver possession thereof to any other person, firm or company other than the Licensor nor encumber, sell or purport to do so nor do anything whereby the outfit may be seized or taken in execution or attached, destroyed or damaged or the title of the Licensor thereto may in any way be affected, destroyed or prejudiced.

13. It is understood by the licensee that the premises mentioned in the first schedule hereunder written are public premises within the meaning of the provisions of the Public Premises (eviction of unauthorized occupants) Act, 1971.
14. In all contracts, engagements or transactions entered into by the Licensee with the customers for the sale of the products or otherwise, the Licensee shall act and shall always be deemed to have acted as a Principal and not as an agent or on behalf of the Corporation and the Corporation shall not in any way be liable in any manner in respect of any such contracts, engagements or transactions and/or in respect of any act or omission on the part of the Licensee, his servants, agents and workmen in regard to such sale or otherwise.
15. The licensee shall take at its own cost an appropriate insurance covering all risks that will be due to the functioning of Juice and Snacks Kiosk at the Retail outlet site. The insurance policy will be valid during the validity period of this agreement and /or the Leave and License agreement and /or till the Juice and Snacks Kiosks are not dismantled by the Licensee, whichever is later.
16. The licensee shall be solely responsible for all expenses of and in connection with the business including admistration of office, wages, salaries, employment benefit payable to all persons employed by him, insurance premia, telephone rents, license or other fee, rates, taxes electricity and water consumption charges and all other charges out going charges of every kind connected with the said Juice and Snacks Kiosk functioning including expenses/dues/payments to franchisee(s), wherever appointed. The Licensor shall not be responsible for the same at any stage whatsoever.
17. All expenses incurred in connection with or incidental to Licensee's business shall be borne by the Licensee. The Licensee shall be solely responsible for the payment of all local and other taxes in respect of the sale of the products. The Licensor will not be liable to bear such expenditure under any circumstances whatsoever.
18. The licensee shall not sell, assign, sublet, mortage, charges or part with otherwise transfer his interest in the licensed premises or any right or interest or benefit conferred by this agreement or grant any license in connection with the said premises or any part thereof to any person, firm, company nor allow any other person firm or company to use the premises or any part thereof. However, the Licensee may,

after prior intimation to the Licensor, **shall/may** appoint Franchisee(s), if required, for setting up **and running and doing day to day operations of the said Juice and Snacks Bar as detailed in Schedule -I and Schedule -II.**

19. The Licensee shall however, be solely responsible to the Licensor for all dues arising out of this License and its operation thereof meaning thereby that the Licensor shall be exclusively dealing with the Licensee only for all purposes.
20. Both the Licensor/Licensee should not do any act or omit to do any act where by the licensor's/Licensee's right in their respective Trademarks or any of them may be jeopardized. The Licensor/Licensee shall not at any time claim or have any right in any of the Trademarks of the Licensee/Licensor and shall promptly convey to the licensee/licensor or any information obtained or received by them of any infringement of any Trademarks of the licensor/licensee or of the use by any person, firm or company of any trademark which may be confusingly similar to any of the trademarks of the licensor /licensee except as may be specially allowed in writing by the licensor/licensee at their sole discretion and both the parties to abide by it.
21. The Licensee shall keep and maintain such records of sales etc. as may be prescribed by the Licensor from time to time and submit the same for inspection on demand by any officer of the Licensor and shall submit to the Licensor such records at such intervals as the Licensor may from time to time specify in writing.
22. The Licensee shall at all times faithfully, promptly and diligently observe and perform and carry out at all times the directions, instructions, guidelines and orders given or as may be given from time to time by the Licensor or its representative(s) on safe practices and for the proper carrying on of the business. The Licensee shall also scrupulously observe and comply with all laws, rules, regulations and requisitions of the Central/State Government and of all authorities appointed by them or either of them including in particular the Chief Controller of Explosives, Government of India and/or any other local authority with regard to the safe practices.
23. The licensor by its officers, representatives or servants will be entitled at all times to enter upon the premises and the licensee shall be bound to render all assistance and give relevant information to the licensor and its duly authorized representatives in that behalf.
24. The licensee shall indemnify and keep harmless the licensor as the case may be, from all damages, losses, costs, charges, claims, liabilities, suits, legal proceedings, actions etc., which may arise out of or result from any loss or injury to any person or property or from violation of any statutory enactments, rules or regulations or other written orders or other laws or caused by or resulting from any act or omission on part of the Licensee or his employees, agents or any person acting through him, of the provisions of this Agreement or otherwise howsoever.

25. The Licensee shall at all times indemnify and keep indemnified the Licensor, its officers, employees, and agents against all losses, damages, liabilities, suits, actions, legal proceedings, claims, demands or otherwise howsoever arising out of any claims made by the Central and/or State Government and/or Municipal local and/or other authorities and/or by any customer of the products and/or by any other third party as a result of or in consequence of any act or omission of whatsoever nature of Licensee, his servants or agents including without prejudice to the generality of the foregoing any accident or loss or damage/injury to lift and/or property arising out of handling and/or sale of the products or attributable to the use of the said premises and/or outfit for the aforesaid purposes whether or not such act or omission or accident or loss or damage was due to any negligence, want of care or skill or any misconduct of the Licensee, his servants or agents.
26. The PAJL shall pay/reimburse IOC/its Retail Outlet Dealer proportionate share of all incremental amount of license fee, property tax, etc. levied by any statutory or regulatory body etc., in respect of the Juice and Snacks Kiosks, installed at the retail outlet.
27. The Licensee shall work in harmony with the retail outlet dealer and will not create any obstruction to the ingress and egress of customer, employees, and vehicle etc. of the retail outlet dealer and further shall not create any hurdle or disturbance to the business of petroleum carried out by the retail outlet. If any disturbance, obstacle are pointed out by the licensor/licensee, either shall forthwith remove or cause to remove such obstacle or hindrance immediately.
28. Notwithstanding anything inconsistent contained in any permit or license obtained by the licensee for Juice and Snacks Kiosk at the premises, the provision of this and master agreement alone shall have effect to govern or determine the master agreement also shall have effect to govern or determine the mutual relationship of the licensee and the licensor inter-se.
29. Notwithstanding anything to the contrary herein contained, the Licensor shall be at liberty at their entire discretion to terminate this agreement forthwith by giving a notice of 30 days in writing or at any time after the happening of any of the following events namely:
- a. If the Licensee shall commit a breach or default of any of the terms and conditions, covenants and stipulations contained in the agreement.
  - b. if any license or permit issued to the licensor/licensee by any authority for the carrying on of the business of the licensee/ Juice and Snacks Kiosk as contemplated under this agreement is cancelled or revoked or suspended or modified by any such authority or is not renewed before the date of expiry by such authority;

- c. if the licensee shall for any reason make default in payment in full to the licensor of his outstanding as appearing in the licensor's books of accounts beyond 15 days of demand by the licensor:
  - d. If the Licensee does not adhere to the instructions/guidelines issued from time to time by the Licensor in connection with safe practices to be followed by him in doing the business from the Licensor's premises or otherwise.
  - e. If the Licensee shall either by himself or by his servants or agents commit or suffer to be committed any act which in the opinion of the \_\_\_\_\_, PSO of the Corporation for the time being at \_\_\_\_\_, Chandigarh whose decision in that behalf shall be final, is prejudicial to the interest or good name of the Licensor/Corporation or its products. The \_\_\_\_\_ shall not be bound to give reasons for such decision.
30. That the either party's right to terminate this agreement under the terms of this abovementioned clause shall be without prejudice to and without affecting any of its other rights and remedies against the parties. Further rights of either party against the other in respect of any matter or thing antecedent to such termination will not be affected and shall be binding on the parties. In the event of termination of this agreement either of the parties shall not be entitled to any compensation or claim, any loss or damage from the parties in respect of goodwill or otherwise.
31. Without prejudice to the foregoing provision or anything to the contrary herein contained, either of the parties hereto, namely the licensor and the licensee shall be entitled to terminate this agreement by giving 90 days notice to the other party without assigning any reason for such termination. Neither party shall have any claim against the other in damages or otherwise for such termination.
32. On the termination of this agreement, should there by any money due to the licensor, the licensee shall undertake to pay the same forthwith to the licensor. The amount should be jointly reconciled by the Licensor and Licensee and a final demand note raised by the Licensor, duly certified by an Officer of the Finance Dept of the Licensor shall be final and binding upon the Licensee.
33. Upon the termination of this agreement, the licensee will immediately remove from the premises all goods, property and effects belonging to him and handover to the licensor vacant and peaceful possession of the premises and the licensor shall be entitled to enter upon the premises without

any hindrance or objection from the licensee and the licensee shall cease to have any right whatsoever, to enter or remain, or use the premises or the outfit in any manner. In case such goods, property and effects are not so removed by the licensee within ninety days of notice for termination, the same may be removed by the licensor at the licensees' risk and the licensor shall be under no obligation whatsoever to take any steps for the protection thereof and shall not in any way be responsible for loss or damage thereto.

34. It is hereby expressly agreed and provided that upon termination of this Agreement if the Licensee for any reason whatsoever, fails or neglects or refuses to leave the premises and hand over vacant and peaceful possession thereof unto the Licensor, the Licensee shall be liable to pay to the Licensor three times the monthly rental calculated for each day of such occupation or part thereof as and by way of liquidated damages for wrongful use of and/or unlawfully continuing to remain in occupation of the premises until the Licensee leaves and hands over vacant and peaceful possession to the Licensor. The liability hereunder shall be without prejudice and in addition to any other rights and remedies available under the law to the Licensor.
35. Either of the parties shall not at any time whether during the period of this agreement or after its termination divulge or make known to any person any confidential information concerning the accounts, secret processes or any other particulars in way relating to the business of the parties.
36. Any acquiescence or waiver by the licensor of any delay, breach or default committed by the licensee shall not be deemed to be or considered as estoppel against the licensor nor prevent the licensor from exercising any of its right under any of the provision of the agreement.
37. **FORCE MAJEURE:**

Both Licensor and Licensee shall ensure due compliance with the terms of this agreement. However, no party shall be liable for any loss/damage whatsoever, either in whole or in part, arising out of failure to carry out the terms of this agreement to the extent that such failure is due to force majeure events such as, fires, war, rebellion, mutiny, civil commotion, riot, strike, floods, lockout, forces of nature, accident, act of enemy, embargos, Acts of God, Act of Govt. and any other reasons beyond the control of the concerned party and which, by the exercise of due diligence, the said party was unable to prevent. The party claiming force majeure shall give notice to the other party of any event of force majeure as soon as practicable but not later than fifteen days (15 days) after the date on which such party claims force majeure.

38. All notices required to be given and approvals required to be given and approval required to be obtained hereunder shall be given and obtained in writing. All notices required to be served by either party hereto upon the other shall be deemed properly served if delivered, in the case of the licensor at its state office at the address herein above mentioned or such other addresses as may be communicated within whose jurisdiction the RETAIL OUTLET site is situated or sent by registered post to its said office, and in the case of the licensee, if sent by post to or delivered by hand at his place of business hereinabove mentioned or pasted or affixed thereat.

39. ARBITRATION:

(i) Any disputes and/or difference of any nature whatsoever or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this deed between the parties hereto shall be resolved through mutual discussion between the parties hereto with a view to expeditiously resolve such disputes in a spirit of mutual understanding and cooperation. If the disputes and differences cannot be resolved through mutual discussion, then the same shall be referred to the sole arbitration of the State Head, PSO of the Indian Oil Corporation Ltd., Chandigarh or of some Officer of the Corporation who may be nominated by the State Head PSO, Chandigarh.

(ii) It is known to the parties to this Deed that the arbitrator so nominated is an employee of the Corporation and may be shareholder of the Corporation. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the State Head PSO Chandigarh as aforesaid at the time of such transfer or vacation of office or inability to act, may designate another Officer of the Corporation to act as arbitrator in accordance with the terms of the Deed. Such person shall be entitled to proceed with the reference from the point at which his predecessor left it. It is also a term of this Deed that no person other than the State Head PSO, Chandigarh or a person nominated by such State Head PSO, Chandigarh of the Corporation as aforesaid shall act as arbitrator hereunder.

(iii) The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the MOU, subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

40. The parties hereby agree that the courts in the city of \_\_\_\_\_ alone shall have jurisdiction to entertain any application or other proceeding in respect of anything arising under this agreement and any awards made by the Arbitrator hereunder shall be filed in the concerned courts in the

aforesaid city only.

41. This leave and License agreement shall come into force from the date of its execution and shall remain in **force till Five years i.e. from \_\_\_\_\_ till \_\_\_\_\_**, unless termination as per the rights mentioned herein.
42. It is specially agreed between the parties that all the term and conditions mentioned in the Master Agreement dated 02.03.2015, shall also apply mutatis mutandis to this agreement.
43. It is also specifically agreed between the parties that any agreement/understanding entered into by the Licensee with any 3<sup>rd</sup> party including the franchisee(s) appointed for running the said Kiosks shall not be in contravention to any of the clauses of the said Leave and License agreement in any manner whatsoever. In case of any inconsistency, the leave and license agreement shall prevail at all times and for all purposes.
44. The site specific Leave and License Agreements entered into will run for its full tenure even if the Master agreement is terminated before completion of the full term of such leave and License Agreement.
45. It is lastly agreed between the parties hereto that the stamp and registration charges and all costs and expenses of these presents and duplicates thereof shall be borne by the Licensee.

**IN WITNESS WHEREOF, THE PARTIES THERETO HAVE SET THEIR RESPECTIVE HANDS AND SEALS THROUGH THEIR AUTHORIZED REPRESENTATIVE ON THE DATE AND YEAR FIRST HEREINABOVE MENTIONED.**

For and on behalf of Indian oil corporation Ltd.	For and on behalf of PAJL
Signature	Signature
Name	Name
Designation	Designation

Date	Date
Place	Place
Witness ..... .....	Witness .....

**SCHEDULE-I**

**(Being description of the site)**

All that piece or parcel of land situated in the state of \_\_\_\_\_, District of \_\_\_\_\_, Taluka of \_\_\_\_\_, Village of \_\_\_\_\_, in the registration Sub-District of \_\_\_\_\_, Bearing survey no./Municipal no. \_\_\_\_\_, and admeasuring \_\_\_\_\_ sq. meter or thereabouts and bounded on:

North by: \_\_\_\_\_

East by: \_\_\_\_\_

South by: \_\_\_\_\_

West by: \_\_\_\_\_

Which said piece of land is now under the occupation of the licensor together with all the buildings , structure and other immovable and movable assets thereon.

For the Licensor

for the Licensee

**SCHEDULE-II**

**(Being description of the premises)**

All that piece or parcel of kiosk measuring \_\_\_\_\_.

For the Licensor

for the Licensee