

NSIC

ISO 9001: 2000

SPACE AVAILABLE ON LEASE

Ready to occupy Bare/Semi furnished/furnished space available preferably for IT/ITES Companies at NSIC Okhla, New Delhi on lease. Apply giving full details with requirement of space or contact

Manager (STP) NSIC Ltd, Okhla Industrial Estate, New Delhi 110 020. Phone No 26919782,
Fax No.2691-0229

Or

Visit website <http://www.nsic.co.in>

DETAILS OF SPACE AVAILABLE AT STP

SL. NO.	LOCATION	AREA IN SQ. FT	SPACE CATEGORY	LICENSE FEE PER SQ. FT.(RS.P)	REMARKS
A.	STP COMPLEX				
1.	3 rd Floor Building no	5300sq. ft	Bare Space	68.25p.	Inclusive of House Keeping but exclusive of Service Tax.
2.	4 th Floor Building no	5300sq. ft	Bare Space	68.25p.	-do-
3.	2 nd Floor Building no	619sq. ft	Bare Space	68.25p.	-do-
B.	NSIC Bhawan				
4.	Basement FB -04 Building no. 2	1268sq. ft	Semi Furnished Spa	73.50.	-do-
5.	Basement FB -05 Building no. 2	993 sq. ft	Semi Furnished Spa	73.50p.	-do-
6.	2 nd floor NSIC Bhawan, Building no 2	1730 sq. ft	Bare Space	68.25p.	-do-
C.	NTSC OKHLA				
7.	Ground Floor Admn. Block Building no. 3	3200 sq. ft	Bare Space		-do-
8.	First Floor Admn. Block Building no. 3	5300 sq. ft	Bare Space		-do-



STATEMENT OF CHARGES

NSIC-STP

(With effect from 1st April 2009 to 31st March 2010)

LICENSE FEE

a). Bare Space.	Rs.68.25p. per sq. ft. per month
b). Semi furnished	Rs.73.50p.per sq. ft. per month
c). Furnished.	Rs.89.25p.per sq. ft. per month
Interest free Security Deposit	Equivalent to 6 months Licensee fee.

BUSINESS CENTRE,

Conference Room.	Full day (8 hours) Rs.2500/-.
	Half day (4 hours) Rs.1250/-.

ELECTRICITY CHARGES

BSES Power (Subject to charge in BSES rates/ cost of diesel)

Fixed charges	60% of the connected load @ Rs150/- per KVA per month
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Variable charges	Rs.7.60. per actual unit consumed.
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GENERATOR POWER

Fixed charges	Rs.200/- per KVA per month for the 100% connected load.
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Variable charges.	Rs.7.60p. per actual unit consumed.
Extra Shift charges	Rs.200/- for Sundays Rs.500/-for Night Shifts.

Telephone Bill.	On actuals.(If provided by NSIC)
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Ref. No. _____

Dated _____

To

Sub: ALLOTMENT OF SITE IN NSIC-STP COMPLEX FOR SETTING UP OF 100% COMPUTER SOFTWARE EXPORTING UNIT.

Dear Sir,

With reference to your application dated _____ regarding allotment of space in NSIC-STP Complex, we are pleased to allot you site (module) No. _____ measuring _____ sq. ft. located at _____ w.e.f _____ as per the following terms & conditions:-

1. The licence fee and other charges payable by you shall be as per the Statement of Charges enclosed at "Annexure A". The licence fee and other charges mentioned in Statement of Charges shall be valid upto 31 March _____ and shall be revised w.e.f the 1st day of the April every year.
2. The allotted site (module) No. _____ is as per the enclosed layout plan (sketch). The site is allotted on as is where is basis. The site improvements including interior decorations, internal partitions, installation of fire prevention system shall be carried out by you at your own cost.
3. Before commencing the site preparation work you shall submit the proposed site preparation plan to NSIC for approval. The plan should clearly specify the power load requirements and on completion of the electrical work, a test report from a BSES/State Electricity Board approved contractor should be submitted to NSIC for releasing the load.
4. You are required to execute a separate agreement, as per enclosed format with NSIC on Non-Judicial stamp paper of Rs.100/- for taking possession of the site.
5. Immediately upon allotment of the site, you shall get the unit/module registered with the STPI authorities and get the same custom bonded with the office of the Custom Authorities as per the STPI Scheme (mandatory) within 30 days from the date of allotment of the unit/ module. You shall submit attested copies of the certificates of registration from the STPI authorities and certificate of bonding from the custom authorities failing which the allotment of the unit/ module may be cancelled.

6. You are requested to note that monthly license fee shall be deposited in full by the 5^h day of every month, failing which an interest @ 18% per annum shall be levied..
7. House keeping and maintenance of the common area including the common toilet shall be undertaken by NSIC. House keeping and maintenance of the area allotted to you shall be your responsibility.
8. Please note that it shall be your sole responsibility to comply with all customs notifications and requirement regarding export obligation.
9. Before commencing the site improvement work, you are required to execute the site agreement after paying the requisite deposits.
10. High-speed data communication facilities are being provided at NSIC-STP Complex by STPI. After completion of formalities at (5) & (8), you may please approach the concerned agencies for data communication link specific to your needs. You are also allowed to take connectivity from the private providers of your choice. However, in this case, a tripartite agreement has to be entered between NSIC, the STP unit and organization providing connectivity.

For further clarifications, if any, you may contact the undersigned during office hours on any working day. Please acknowledge the receipt of this letter as a token of acceptance and note that the license fee will be due from _____

Thanking you,

Yours sincerely,

Sd/-
In-Charge STP

Demand Note

Security Deposit (interest free)

License fee for the month of

House keeping Charges for the month of

Total payable

LICENCE AGREEMENT

THIS AGREEMENT made on this the _____ day of _____ at _____ between M/s. THE NATIONAL SMALL INDUSTRIES CORPORATION LTD., A GOVT. OF INDIA ENTERPRISE and a Govt. Company within the provision of the Companies Act 1956 having its Registered Office at NSIC Bhavan, Okhla Indl. Estate, New Delhi-110 020, (hereinafter referred to as the **LICENSOR**, which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns) of ONE PART.

AND

M/s. _____ a Limited Company constituted under the Companies Act, 1956, and having its registered office at _____, hereinafter referred to as the **LICENSEE**, which expression unless repugnant to the context and meaning thereof shall mean and include its successors and permitted assigns of the OTHER PART

WHEREAS the LICENSOR has established and manages the infrastructure resources, e.g. communication facilities, core computer, buildings and amenities etc. and to provide services to the users and to undertake software development for export purposes;

AND WHEREAS the LICENSOR has set up a SOFTWARE TECHNOLOGY PARK (hereinafter referred to be as NSIC-STP at _____ for the export of Computer Software through data communication link or physical media.

AND WHEREAS the LICENSOR is providing space on license fee basis along with other common user facilities and other services at NSIC-STP _____

AND WHEREAS the LICENSEE has approached and requested the LICENSOR for allotment of space to use the facilities provided by the LICENSOR for development of software for export purposes.

AND WHEREAS the LICENSEE has been permitted by Govt. of India vide an agreement entered into with the LICENSEE on _____ to set up 100% export oriented software technology park as a unit in the said NSIC-STP complex under software export scheme of Department of Electronics, for development of computer software and the LICENSEE has accepted, the said terms and conditions. A duly attested copy of this agreement is attached hereto as Annexure 'A'.

AND WHEREAS the licensor has agreed to allot the space as shown in annexure 'B' and to provide the other services to the LICENSEE on terms and conditions herein;

NOW in consideration of the promises terms and covenants contained herein the parties hereto agree as follows: -

1. The LICENSOR hereby grants on license to the LICENSEE to use the premises and facilities provided by the LICENSOR as mentioned hereunder:
 - a) Use of the premises shown in Annexure 'B' which shall form part of this agreement
 - b) The use of the services of common security arrangement and entrance, lobbies, passage as may from time to time be fixed by the LICENSOR
 - c) The use of electric energy by the LICENSEE

2. That the LICENSEE shall pay the licence fee of Rs. _____ (Rs. _____ only) calculated @ Rs. _____ area sq. ft. per month for the covered area admeasuring _____sq. ft. exclusive of Municipal taxes, repair cess and other charges, i.e. water charges, common maintenance charges, security expenses, common service facilities, electricity and energy charges, charges for use of telephone and or other similar service mentioned in the letter of allotment dtd. _____ annexed herewith as annexure "C" which shall form part of this agreement. If the Licensee fails to pay the license fee and or other charges stated herein above within the stipulated period, the licensee shall liable to pay the interest @ 18% p.a. to the licensor. However, such delay in payment of licence fee/ taxes/ other charges cannot be exceeded more than two months from the date of issuance of bills. Further in default the licensor shall have liberty to serve a notice to the licensee for vacating premises and the licensee will be bound to vacate the same within 30 days from the date of receipt of the notice.
3. The LICENSEE shall be permitted to bring in computers and other related communication equipment and necessary furniture into the said premises required for software development and software export operations, but shall not be entitled to bring in any other articles. In particular the LICENSEE shall not bring in combustible or hazardous materials.
4. The LICENSEE shall use the premises only for the purpose of development and export of the computer software as per the STPI scheme of Govt. of India and for no other purpose.
5. The LICENSEE shall deposit at the time of entering into this agreement with the LICENSOR a sum of Rs. _____ (Rs. _____ only.) as an interest free security deposit, as security for payment of license fee and other charges that may fall due from time to time and also security for the safety of furniture, fixture and equipment, if any, provided by the LICENSOR. In the event of increase in the license fee during the currency of the agreement, the licensor shall deposit the additional amount to make up the short falls in the security deposit on account of increase in the license fee. Similarly in the event of any reduction in the license fee the licensor shall adjust the excess amount in the security deposit due to reduction in the license fee from the subsequent monthly license fee payable by the licensor.

6. The LICENSEE shall pay the difference of security deposit amount on account of revision of rates of Licence fees within 30 days from the date of issue of Demand letter failing which it will be deemed as a breach of contract and the Corporation has the right to cancel the allotment of the module.
7. The LICENSEE shall pay the licence fees and other dues before giving the notice of vacation of the module and he (LICENSEE) shall not be entitled to adjust the security amount from the dues himself before submitting the documents to the Corporation for vacating the module.
8. In case of any damage to the property of the LICENSOR the LICENSOR shall be entitled to deduct the amount equivalent to such damage or loss from the security deposit and further make a demand on the LICENSEE to make up the shortage in the security deposit if any, to the extent of the amount which has been adjusted/deducted by the LICENSOR.
9. In the event of shortage in the security deposit not paid within 30 days of its demand the LICENSOR shall be entitled to revoke the licence and forfeit the remaining security deposit. The LICENSOR shall also have the right to suspend all the services to the LICENSEE after the stipulated period of 30 days unless the LICENSEE clears all the dues and make up the shortage in the security deposit account. The decision of the LICENSOR about the amount due from the LICENSEE shall be final and shall not be questioned by the LICENSEE.
10. The license hereby granted shall be for the period of _____ years w.e.f. _____renewal at the sole discretion of the LICENSOR and on such terms and conditions as the LICENSOR will specify. However, the licence fee mentioned at Para no.2 will be applicable only up to _____and the same shall be revised on _____ with the interval of every one year thereafter the revised rates will be binding on you. The municipal taxes and other charges mentioned in para No. 2 shall be revised as per calculation and demand by the licensor. The licensee shall not dispute in regard to quantum of such charges.

During the currency of the license and or its renewal the licensor shall have sole discretion to terminate the license without assigning any reasons and by giving 30 days notice in writing. On expiry of the said period of notice the license shall stand terminated and the licensee shall vacate the premises immediately without raising any objections and or starting any litigation.

11. If the LICENSEE is interested in renewal of the licence, it shall make a request in writing to the LICENSOR at least 3 months before the expiry of the licence.
12. In case the LICENSEE fails to pay the monthly License fees within time or commits a breach of any of the terms and conditions contained in this agreement, or fails or omits to remedy the breach or pay the arrears within one month of a notice from the LICENSOR, the LICENSOR may determine/ revoke the licence hereby granted and on such determination / revocation of the license, the LICENSEE shall immediately vacate the premises.
13. It shall be open to the LICENSEE to terminate this agreement after giving three months notice and after completing the following formalities:
 - a) The LICENSEE shall apply to the Customs authorities for debonding of the premises as per the Customs Act 1962, and comply with other requirements that may be necessary. The LICENSEE shall give a copy to the LICENSOR of the order from the customs authorities debonding the premises before vacating the same.
 - b) The LICENSEE shall pay such charges to the LICENSOR that are due in respect of license fee and other charges before giving notice of termination.
 - c) The LICENSEE shall give vacant and peaceful possession of the premises to the LICENSOR in good condition as it was in the time of taking over the premises. In case of any damage to the property of the LICENSOR the LICENSOR shall be entitled to deduct the amount equivalent in such damage or loss from the security deposit and further make a demand on the LICENSEE to make up the shortage in the security deposit, if any, to the extent of the amount which has been adjusted/ deducted by the LICENSOR.
 - d) The LICENSEE shall give an undertaking that all other dues payable to statutory authorities which have to be borne by the LICENSEE in respect of use of the premises, development and export or Indian sales of the software, labour and any other dues have been paid by it and that no further amount are due from it.
 - e) The LICENSEE shall pay the license fee and other charges till the premises is debonded and handed over to the LICENSOR.

14. The LICENSEE shall not be entitled to make any alteration in the premises or any part thereof. However, on a request by the LICENSEE the LICENSOR may in its discretion agree to such change as it deems necessary and may permit in writing the alteration at the LICENSEE's cost. Provided further that on termination of the license, the LICENSEE shall not be entitled to remove anything, which has been fixed, or undo the alteration so made without prior permission of the LICENSOR.
15. The LICENSOR shall have absolute authority to carry out inspection of the premises at any time. The LICENSEE shall abide by all reasonable Rules and Regulations, which the LICENSOR may, from time to time, make or adopt for the care, protection and administration of the premises.
16. The LICENSOR shall have a lien on all the belongings and property of the LICENSEE for the time being and which may be brought in or upon the premises.
17. It is hereby clarified that there is no transfer of any interest of any nature in favour of the LICENSEE and the premises shall always remain in full control and possession of the LICENSOR.
18. In case of breach of any of the terms of the LICENSEE'S agreement with Govt. of India or withdrawal of permission by the Govt of India of the permission given to LICENSEE to set up 100% EOU under STPI scheme, the LICENSEE shall vacate the premises occupied by it and handover the same to the LICENSOR within a period of 30 days.
19. The LICENSOR shall not be responsible for any theft, robbery in the licensed premises and or damage caused due to natural calamities, earthquake, breakdown or damage caused due to licensee's equipment for the reasons beyond the control of the licensor. Further, the LICENSOR shall not be responsible for any injury caused to the staff of the LICENSEE and or visitors or its personnel working at the premises due to electric fault or any other reasons.
20. The LICENSEE shall nominate an authorised person to interact with the LICENSOR and he only will deal with LICENSOR in all matters relating to this license as well as the use of the facilities etc. available with the LICENSOR.

21. The LICENSEE shall observe all the rules, regulations and conditions mentioned in the Customs Notifications No. 138/91 - Customs and 140/91-Customs dated 22nd October, 1991 and in any other notifications issued by any authority from time to time in this regard. In case any liability is cast on the LICENSOR due to violation of any rules, regulations or statutory conditions on the part of LICENSEE the LICENSEE shall keep the LICENSOR indemnified in respect of any such claim.
22. The LICENSEE hereby agrees and undertakes to indemnify the LICENSOR and keep it harmless from any claim, demand, damage, action, cost and charges to which the LICENSOR may become subject or which it may have to pay or held liable by reason of any injury to person, reputation or property suffered or sustained by any agent or employee of LICENSOR or any other person, arising out of any activity or negligence or omission of the LICENSEE or its agents while in or about the premises.

IN WITNESS WHEREOF the parties have signed this Agreement on the date and year mentioned above.

WITNESSES:

- 1.
- 2.

LICENSOR

WITNESSES:

- 1.
- 2.

LICENSEE
(Authorised Signatory)