

## **LICENCE AGREEMENT**

This agreement is made at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_ between India Trade Promotion Organisation, a Government of India Enterprise, having registered office at Pragati Bhawan, Pragati Maidan, New Delhi-110001 hereinafter referred to as "ITPO/First party, through \_\_\_\_\_ who has been duly authorized by Chairman & Managing Director, ITPO to execute the present agreement. That the said expression ITPO / FIRST PARTY shall mean and include its assignees, transferees, etc.

And

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(Name and Address)

\_\_\_\_\_ hereinafter referred to as "ORGANISER" / SECOND PARTY who desired to hold a trade event with name and style of \_\_\_\_\_ during \_\_\_\_\_

covering products \_\_\_\_\_ in Pragati Maidan, New Delhi – property of exclusive use and possession of ITPO. That the said expression "ORGANISER" / SECOND PARTY shall mean and include its assignees, transferees etc.

ITPO hereby agrees to grant permission to the organizer to organize the above event in Pragati Maidan on terms and conditions, as set out below:

### **A. OCCUPIED AREA:**

1. The ORGANISER/Second Party will occupy a total space of \_\_\_\_\_ Sq. Mtr. in Hall Nos. \_\_\_\_\_, open area measuring \_\_\_\_\_ Sq. mtr. located within the area of Pragati Maidan, which is the sole and exclusive property of ITPO/ First Party.
2. ITPO/First Party shall hand over possession of the above permitted area at 10:00 hrs. on \_\_\_\_\_ and take back possession of these halls at 10:00 hrs on \_\_\_\_\_ from the ORGANISER/Second Party. This specified period is inclusive of setting up and dismantling period and is hereinafter known as the "LICENCE PERIOD".
3. ITPO, in case intends to undertake any construction, resulting in modification of plans, design, functioning or general appearance of the above mentioned halls, or the licensed space, shall reduce in writing, the modifications and shall inform the ORGANISER at least

6(six)months in advance from the date of commencement of “licensed period” and the ORGANISER shall have no objections to the decision communicated by ITPO and the decision of the ITPO in this regard shall be treated as final and conclusive.

4. ITPO is also in the process of undertaking a Modernization Programme of facilities in Pragati Maidan. ITPO will inform the ORGANISER in advance of any dislocation or unavailability of the Halls blocked by the ORGANISER in the event of implementation of the Modernization Programme. In such an eventuality, ITPO’s liability is limited to refunding the advance license fee received from the ORGANISER. It will be ITPO’s endeavour to give an advance notice from the date of tenancy referred to in para 2 of this agreement.

#### **B. LICENCE FEE AND SERVICE CHARGES:**

5. ITPO shall charge licence fee for the licensed space from the ORGANISER at the following rates in Indian Rupee per sqm per day, hereinafter known as “license fee”, for the gross area of the Halls and foyers.

Halls \_\_\_\_\_ Rs. \_\_\_\_\_/sqm/day  
Mezzanine. \_\_\_\_\_ Rs. \_\_\_\_\_/sqm/day  
Foyers \_\_\_\_\_ Rs. \_\_\_\_\_/sqm/day  
Open Area \_\_\_\_\_ Rs. \_\_\_\_\_/Sq. Mtr/day +.

6. The ORGANISER hereby agrees to pay the license fee at the above mentioned rate along with the mandatory charges for general water, conservancy, AC/Blower as applicable from time to time and also pay for additional services such as stand lighting, additional electricity, power connection & consumption, facilities, branding sites, and other services, service tax, etc. at the rate as advised and informed by ITPO from time to time, which shall be subject to revision by ITPO at its sole discretion.

7. The ORGANISER shall pay 5% security deposit over the billing amount to ITPO. The deposit will be refunded after adjusting all dues to ITPO from the organizer and the same will not attract any interest.

8. ITPO will provide power, water, and other services, subject to limitations of availability, on payment of such service charges as advised and informed by ITPO from time to time.

#### **C. PAYMENT OF FEES:**

9. The ORGANISER shall arrange payment of license fee and other service charges to ITPO as per statement given at Annexure-I and as per the following time schedule:

##### **License Fee for Halls :**

- License Fee payable on allotment/approval – 10%.**
- License Fee payable one year before the start of the tenancy-10%**
- License Fee payable eight months before the start of the tenancy-25%**
- License payable 15 days before the start of the tenancy- 55%(balance)**
- Payment for facilities and services –due 15 days before the start of tenancy.**

Indents for stand lighting, air - conditioning, additional electricity, power connection & consumption, facilities and other services are to be made at least 21 days before the

commencement of tenancy period. Any services requisitioned with less than 48 hours (working days) notice period will be subjected to 10% additional service charges.

10. a) In case of delay in the prescribed payment schedule, interest will be payable @ 3% (per month) from the due date till the payment is realized in ITPO. Further, the refundable security deposit will be payable by the organisers 15 days before the start of tenancy

b) Non-compliance of the above payment schedule shall attract annulment of this contract at the sole discretion of ITPO as well as forfeiture of the amounts paid/deposited by the ORGANISER.

11. Payment may be made either by demand draft or through bank transfer to India Trade Promotion Organisation, Saving Account No.1167404133, RTGS Code – CBIN 0284078, MICR Code – 110016150 in Central Bank of India, Pragati Maidan, New Delhi. ITPO's PAN No. is AAATI2955C.

12. In case of surrender of space, the ORGANISER shall be required to pay penalty to ITPO as percentage of the license fee depending upon the notice period calculated from the commencement of tenancy period; as follows:

<b>Exhibition Period(Notice period to be taken from the date of tenancy)</b>	<b>Compensatory Payment as % of license fee for surrendered of space</b>	
	<b>Lean Period (May –July)</b>	<b>Semi Peak Period &amp; Peak Period (April, August – March)</b>
366 Days above	2%	3%
271-365 Days	5%	7.5%
181-270 Days	10%	15%
91-180 Days	20%	30%
16-90 Days	30%	45%
0-15 Days	100%	100%

#### **D. WORK :**

13. The ORGANISER shall adhere to the Engineering and Architectural Guidelines of ITPO in the execution of construction work.

14. The ORGANISER shall not issue any instructions to its contractors/subcontractors/agents, which are not in accordance with prevailing rules & regulations of ITPO.

15. The ORGANISER hereby undertakes to hand over vacant licensed space at the end of licensed period at 10.00 a.m. on \_\_\_\_\_(Following day of last day of tenancy) and if the ORGANISER fails to comply with the deadline, the ORGANISER shall be liable to pay penalty which would be the double of license fee, for the number of days of overstay. Apart from collecting penalty, ITPO shall be at liberty to remove, confiscate and dispose of the

materials of the organizer and its exhibitors/contractors at the risk and cost of the ORGANISER.

16. The ORGANISER hereby agrees to inform in writing at least 4 (four) weeks in advance it's intention to establish catering services and the space earmarked for the same within the licensed space and only on prior approval of ITPO in writing, the said catering services will be operated by the organizer, and the ITPO will have the sole discretion to allow or disallow the operation of catering services without assigning any reasons thereof.

17. The ORGANISER hereby agrees to adhere to ITPO's F&B guidelines related to 3<sup>rd</sup> Party Events in Pragati Maidan issued vide circular No. 144/ITPO/392/MKTG/2010 dated May 1, 2012 and any amendments from time to time in the matter.

**18. The ORGANISER agrees to the following general rules:**

a) That entry and exit of exhibition goods and materials shall be only through the Gates earmarked for that purpose.

b) That all exhibition goods inside the Pragati Maidan shall be handled by the empanelled Cargo Agent(s) of ITPO. No other agency will be permitted to operate in Pragati Maidan.

19. The Second Party will get holograms from the Security Division of ITPO – as per ITPO norms for pasting the same on invitation cards, exhibitor badges etc.

20. That exit of exhibition goods shall be through Exit Passes duly authenticated by Security Division at the conclusion of the event.

**E. OBLIGATIONS OF THE ORGANISER:**

21. The rights of occupation of ORGANISER are limited to the licensed space and licensed period only.

22. The ORGANISER is allowed to carry on/carry out activities in licensed space related to licensed programme including decoration, customer service, seminars, trade promotion, press coverage and other public relations activities not prohibited by law of land.

23. The ORGANISERS hereby undertake to comply with Engineering, Architecture, F&B and Security guidelines of ITPO. To ensure the same, the ORGANISERS hereby agrees for inspection of the venue by ITPO team and organizer's team jointly, once during the tenancy period and second on the first day of the event for recording violations/deviations in Construction/Architecture guidelines. The ORGANISERS hereby further agree to rectify/correct the same immediately failing which the ORGANISERS will be liable for penal action as per ITPO's guidelines. The whole responsibility of security/safety from any mishap/hazards i.e. fire/stampede etc. shall lie with the ORGANISERS.

24. The ORGANISER or his appointed agents shall take suitable insurance policy against work/display related accidents for the workers insurance policy for work force deployed participants and visitors and furnish a copy of the insurance policy to ITPO. And there is no liability of ITPO for any kind of loss.

25. The ORGANISER hereby undertakes to keep the approach ways/roads/lanes connecting the licensed space, official and exit (cargo and visitors) in good condition during the licensed period and in the event of non-compliance, any amount spent by ITPO on this account shall be made good within 7 days from the date of receipt of notice of demand from ITPO.

26. The ORGANISER shall ensure that the exhibitions and those manning the booths are properly attired. Any dress crossing the limits of decency will not be permitted. Any violation will attract penalties besides other action under appropriate law.

27. The ORGANISER hereby undertakes to submit a copy of following approvals / Certificates before the commencement of tenancy:

- (i) Fire Safety Certificate –detailed list of equipment provided and no. of fire guards to be placed on duty must be mentioned. **Fire Tender(s), with staff, must be hired and placed on location during tenancy period.**
- (ii) Clearance from Delhi Fire Service must also be obtained by organiser.
- (iii) Electrical safety certificate- from the construction/decoration agency.
- (iv) NOC from Local Police
- (v) NOC from DCP Traffic, Delhi
- (vi) Additional CP - Licensing approval
- (vii) NOC from Entertainment Tax Authorities
- (viii) Public Liability insurance certificate
- (ix) Electric Certificate from Electrical Inspector, 5, Sham Nath Marg, Delhi
- (x) Copy of Insurance Certificate as per para 7.29 of guidelines

ITPO reserves the right not to give possession of the halls in the event of organizer not obtained above stated necessary permissions/approvals. This does not, however, absolve the organizers responsibility to pay the required license fee to ITPO as per booking made by them. Organizers are further required to obtain and deposit various NOCs/Clearances as required from time to time.

#### **28. Service Tax and other Tax liabilities:**

The organizer undertakes to pay all tax liabilities including service tax to ITPO on holding the event. In the event of such a tax becomes payable and if ITPO is asked to pay such taxes by any authority, the organizer undertakes to pay to ITPO such taxes paid on behalf of the organizer on account of the licensed event.

29. Organizer will ensure that preventive measures are taken for prevention of fire in line with the regulations and guidelines of the Fire Authorities.

#### **F. OBLIGATIONS OF ITPO:**

30. ITPO hereby agrees to maintain in working conditions the structure, fixture and all permanent installations of the licensed space.

31. ITPO is at liberty to allow organizing of fairs or events by itself or by other organizers in any area of Pragati Maidan other than the licensed space to the Organizer during the licensed period.

32. ITPO shall have free access to the licensed space during the period of occupation as mentioned in the contract and be able to record/point out infractions to the contract and the ORGANISER shall be obliged to remedy/rectify the same immediately and submit compliance report.

#### **G. OTHER TERMS:**

33. The ORGANISER hereby agrees that it shall not seek renewal of this agreement or extend the licensed period.

34. The ORGANISER shall indemnify ITPO and keep it indemnified against any act, omission, commission or any claim of third party and any damage caused to the property of ITPO arising out of the activities of the ORGANISER during or after the licence period.

35. All disputes or differences between the parties arising out of or related to the construction, operation and manning or giving effect of this contract or the breach thereof shall be settled by arbitration. Arbitrator shall be appointed by the CMD ITPO.

36. The ORGANISER has studied and understood the ITPO's published Guidelines for licensing facilities in Pragati Maidan and agrees to follow all the principles and terms/conditions. In the event of any failure on the part of the ORGANISER to follow/adhere to the guidelines, penalty as considered fit by ITPO will be payable by the ORGANISER.

37. The agreement shall be subjected to the jurisdiction of National Capital Territory of Delhi.

38. In witness to aforesaid agreed terms and conditions, I hereby sign as authorized representative.

For & on behalf of ITPO

For & on behalf of \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_