



This Deed of Licence is made on this 15th Day of January, 2022 between **DIRECTOR, NEIGRIHMS, Shillong-18** (herein after referred to as the **Licensor** unless repugnant to the context shall include his heirs, executors, administrators, representatives, successors and assigns) of the **One Part**.

AND

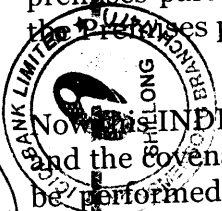
ICICI BANK LIMITED, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office near Chakli Circle, Old Padra Road, Vadodara, Gujarat 390007, and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400051 (hereinafter referred to as "**the Licensee**" or "**the Bank**" which expression unless repugnant to the context shall include its successors and assigns) of the **Other Part**.

Whereas the Licensor has at the request of the Licensee agreed to grant to the Licensee a Licence of the premises more fully described in **Schedule/LOA** hereunder and the Licensee has agreed to take the premises on Licence under the terms and conditions specified herein below.

The Licensor being seized and possessed or otherwise well and sufficiently entitled to the premises particularly described in the Schedule hereto and entitled to grant a Licence of the Premises particularly described in the schedule.


Now the **INDENTURE WITNESSES** that in consideration of the rent hereinafter reserved and the covenants and stipulations hereinafter contained and on the part of the Licensee to be performed and observed, the Licensor doth hereby demise unto the Licensee the Premises as described in Schedule/LOA here together with the easements, liberties, appurtenances and appurtenances thereunto belonging to the said Premises and compound through paths, staircases, lifts and from public road and to hold the said Premises (hereinafter referred to as the "**Demised Premises**") unto the Licensee for the term of 5 (five) years commencing from **January 15, 2022** with the absolute


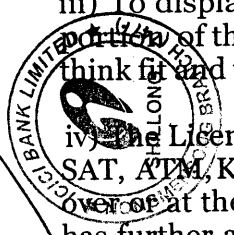
Prof. (Dr.) Nalin Mehta
 NEIGRIHMS SHILLONG
 15/01/2022



option to the Licensor to renew the Licence for further one term of 5 (five) years on same or with additional terms and conditions, yielding and paying thereof unto the Licensors the monthly licence fee of Rs. 4,320/- (Rupees Four Thousand Three Hundred and Twenty Only) (per month) (GST on reverse charge basis to be remitted by ICICI Bank Limited) subject to tax deducted at source (TDS) on or before the 7th (seventh) day of the following month to which it relates and in consideration of the Licence of the premises the Licensee hereby covenant with the Licensors that :-

1. The Licensee to the intent that the obligations may continue throughout the term hereby created doth hereby covenant with the Licensor as follows :-
 - i) To pay by the Banker's Cheque of otherwise as agreed/ the said monthly rent hereby reserved on the day and in the manner aforesaid subject to TDS.
 - ii) To pay one month rent as advance deposit which is refundable at the time of determination of Licence with interest at a rate applicable to overdraft. However, the Licensor at the time of termination of Licence and vacation of the premises thereon, is/are entitled to adjust the said deposit with interest towards the rent (subject to TDS) due if any, as on the date.
 - iii) To pay all charges for electricity and water conservancy and all taxes relating to the premise by the Licensee in the demised premise to the appropriate authority according to Institute rate/ reading of the electric metres or water metres to be installed in the demised premises by the Licensee at his/their costs for the Licensee's use.
 - iv) That the licensee shall keep the accommodation in a clean and sanitary condition and shall pay the cost of making good any damage thereto, or to adjacent rooms and accommodation caused by negligence or misuse of the premises by the licensee.
 - i) The Licensee shall be entitled at any time during the said terms; to install, erect, fix and set up such internal partitions, walls and vaults, lockers, cabinets, doors, gates, air-conditioning plants in the Demised Premises and every part thereof as the Licensee may require without causing any material damage or injury to the Demised Premises and on the expiration or sooner determination of this Licence to remove the same and every part thereof at its own costs without thereby causing any material damage to the Demised Premises.
 - ii) To use the Demised Premises for the purpose/s mentioned herein below:-
 - a) On site ATMs
 - b) Housing of outfits of the subsidiaries/associates of the Licensee.
 - c) For cross selling purposes
 - iii) To display its sign board/boards, hording, neon signs in such a manner at such location of the Demised Premises which the Licensee may in its absolute discretion think fit and the Licensor shall have no objection thereto.
 - iv) The Licensee shall have a right to install any technological equipment(s) such as V-SAT, ATM, Kiosks or any technology/communication equipment(s) at any place in or overtop of the Demised Premises to carry out the business of the Licensee. The Licensor has further agreed that the Licensee, employees of the Licensee or persons authorized by the Licensee shall have free passage to and right to the Demised Premises, during the currency of this Licence and any extension thereafter.
 - v) To yield and deliver up peacefully and quietly vacate possession of the Demised


DIRECTOR (OPERATIONS)
Prof. (Dr.) Mahesh Chandra
Pillay / Director
OPERATIONS
ICICI BANK LIMITED
MUMBAI



MUMBAI

Premises to the Licensor at the expiration or earlier determination of the Licence period as the case may be, in good condition except reasonable wear and tear.

vi) To allow the Licensor or his/ their agents to enter, with or without workman and/or architects, contractors etc, the Demised Premises or any part thereof by giving prior notice in writing to the Licensee to inspect the state and condition of the Demised Premises or any part thereon.

3. The Licensor do and each of them doth hereby covenant with the Licensee as follows:-

i) On the Licensee paying monthly rent hereby reserved and covenants and conditions herein contained and on the part of the Licensee to be observed the Licensee shall quietly hold, possess and enjoy the Demised Premises and every part thereof during the period of Licence or any person or persons lawfully or equitably claiming by/through/under or in trust for the Licensor or successors or assigns.

ii) The Licensee shall not nor shall he/they allow any person to use or carry on any noisy hazardous occupation or business in or upon any part of the said premises or any adjoining premises thereon which may cause annoyance or inconvenience to and /or otherwise likely to be prejudicial to the interest of the Licensee at the Demised Premises.

iii) The Licensee shall be responsible for maintenance of sanitation, security, minor maintenance, etc., of the Demised Premises at their own cost.

iv) The Licensor warrants that he/ they has/ have good, rightful power, absolute authority and indefeasible title to demise the Demised Premises to the Licensee in the manner herein appearing free from all encumbrances, trusts, his dependents, executions and attachments whatsoever.

v) The Licensor will not during currency of the Licence transfer, mortgage, sell, assign or otherwise create any interest in the Demised Premises without the prior consent of the Licensee in writing.


vi) The Licensor shall have no objection to the Licensee installing, providing and operating a DG set of required capacity in the Demised Premises.


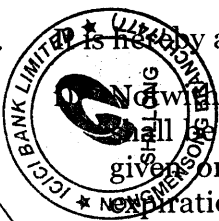
vii) In future, if the Licensee requires additional power the Licensor shall arrange for such additional power as per the Licensee's requirement at the Licensee's cost and expenses.

4. It is hereby agreed by and between the parties hereto as follows:-

i) Notwithstanding anything to the contrary herein before contained, the Licensee shall be entitled and shall have the option to terminate this Licence at any time on giving one (1) calendar month prior notice in writing to the Licensor and on expiration of the period to be mentioned in such notice this Licence shall cease to be operative.

ii) On consideration by Licensor, the Licensee before the expiration of the term hereby execute and register/ notarized a renewed Licence of the Demised Premises in favour of the Licensee a Licence for further period from the date of expiration of term hereby created on the same terms and conditions as are herein contained except the monthly licence fee which may be modified by the Licensor


Prof. (Dr.) Nalin Mehta
Director
13
Chhatisgarh

and mutually agreeable to the Licensee.

- iii) Notwithstanding anything contained herein above the Licensee shall be entitled to surrender, leave and deliver the unused, un-utilized portion/ area of the Licenced premises property to the Licensor in case the Licensee feels that the unused, un-utilized and excess area is not required for the purpose taken on Licence during the tenure/ currency of the Licence without determining/ terminating the said Licence and continue in occupation the portion required for the purpose after surrendering of the unused and un-utilized area/ portion and in the event of such partial surrender of the un-utilized area/ portion, then rent fixed for Licence will be reduced/ decreased proportionately according to the area/ portion surrendered by the Licensee.
- iv) In case the Licensee desires to obtain a Licence of further floor area in the said Demised Premises, the Licensor may consider such Licence to the Licensee, the rent for such further floor area will be determined by the Licensor considering the prevailing circumstances for the time.
- v) All other terms and conditions are as per Letter of Award No: NEIGR/S&P/A-09/2017-18; dated: 17.06.2021

The Schedule above referred to IN WITNESSES WHEREOF THE PARTIES hereto have executed these presents the day and year first above written.

SIGNED SEALED AND DELIVERED

By the above named

In the presence of

SIGNED SEALED AND DELIVERED

By the above named

In the presence of

[Signature]
 15/01/22
 DIRECTOR
 NEIGRIHMS, Shillong-18
 LICENSOR
 Prof. (Dr.) Mehta
 Director
 NEIGRIHMS, Shillong-18

Witness:-

Signature.....

Name..... *Hareesh Dey*
16(1), Baitland, Shillong - 793001

Signature..... *[Signature]*

Name..... *MS. LINA BARUAH*

Address..... *Chering Chapari, Dibrugarh, Assam - 786001*

Signature.....


Name.....

Address.....

Signature.....

[Signature] 15/01/2022
 For and on behalf of
 ICICI Bank Ltd
 Nongmynsong Branch

LICENSEE
 LOK NATH
 BRANCH MANAGER



ORIGINAL AGREEMENT AS PER FRAMEWORK ON 100% STAMP PAPER RETAINED BY BANK AS REQUESTED.

[Signature]
 ICICI BANK LIMITED
 SHILLONG
 NONGMYNSONG BRANCH (7471)