

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited
Augusta Point, DLF Golf Course Road, Sector 53 Gurgaon 122002 (Haryana)
Tel: - 0124-4535500

**NOTICE INVITING BIDS/OFFERS FOR FULLY FURNISHED PREMISES REQUIRED
ON LEASE AT LUCKNOW**

Offers are invited from owners of commercial premises with an area of 1800-2500 sq.ft built-up area at Lucknow for fully fitted out accommodation on lease rent basis for long term lease. If the premises are fitted out, landlords must be willing to do alterations/modification as per our requirement at their own cost. For a Bare Shell/ Warm Shell premises owners must be willing to completely fit it out as per our requirement at their own cost. The premises must be legally constructed and have necessary valid Occupancy /completion certificates.

Interested parties may collect the offer letter from our Head Office or download from our web site <http://www.canarahsbclife.com>. The offer should reach us within 15 days from the date of this advertisement at: -

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited,
Facility & Admin Department,
2nd Floor, Augusta Point,
DLF Golf Course Road, Sector - 53,
Gurgaon-122002

Amendments / Clarifications: At any time before submission of the bids, the company may at its discretion amend / provide clarifications on the tender including extension of the deadline for submission of bids. Any such amendments/ clarifications will be notified on the website of the company and will be binding on all the bidders."

The Company reserves the right to reject any or all the bids without assigning any reason whatsoever. Canvassing in any form will disqualify the bidder.

(Signed)

For & on behalf of Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd.

TENDERS FOR TAKING ON LEASE, OFFICE PREMISES AT LUCKNOW**Instructions to Bidders**

1. These instructions shall form part of the bid to be submitted by the bidder to Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. hereinafter termed as “**Company**”. The tender is under "Two Bid" concept. **The 1st bid is "Technical Bid" which shall be submitted in a separate envelope and 2nd Bid is "Price Bid", which shall be submitted separately as detailed elsewhere in this document.** The details forming part of the Technical Bid and the Price Bid are as indicated below:

A. Technical Bid:

- Notice Inviting bids,
- Instructions to Bidders,
- Tender offer,
- General Terms and Conditions,
- Schedule A: Company’s Requirements
- Schedule B: Information about the Bidder
- Schedule C: Technical Details & Specifications
- Schedule D: Documents to be enclosed with the Bid.

B. Price Bid.

- Schedule E: Price Bid.

Note: - This bid document is not transferable. This bid document is the property of Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. It cannot be reproduced in any form or for any purpose other than what it is intended for.

2. **Bidder’s eligibility:** The Bidders shall satisfy the following minimum eligibility criteria before their bids can be considered. Documentary evidence in support of the eligibility criteria shall be furnished with the Technical Bids.
 - 2.1. The bidders shall be owners/ joint owners of an approved commercial property or a person duly authorized (Registered POA holder) by the owner to enter into an Agreement to Lease the demised premises.
 - 2.2. The bidder can be an individual resident/ non-resident in India or a company incorporated and registered in India under the Companies Act, 1956 or a Consortium each of which shall be individuals resident in India or incorporated in India or a partnership firm registered in India.
3. **Submission of Bids:** The completed **Technical Bid** along with all the documents, shall be sealed in **an envelope** (1st envelope) **super scribed "Technical Bid - Offer for Lease of**

Office Premises to Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd., Lucknow". In this envelope all details and documents except Schedule F: Price Bid shall be furnished. The **Schedule E: Price Bid** shall be placed separately in a second envelope, sealed and super scribed "**Price-Bid - for Lease of Office Premises to Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd., Lucknow**". **In this envelope only the Price Bid shall be submitted.** The first and second envelopes shall be placed in a 3rd larger envelope duly sealed and **super scribed "Offer for Lease of Office Premises at Lucknow to Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd."** The name of the bidder should be mentioned at the bottom left hand corner of all envelopes. The third envelope shall be addressed and delivered to the Vice President, Administration & Facilities, Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd., 2nd Floor, Augusta Point, DLF Golf Course Road, Sector 53, Gurgaon – 122002 (Haryana) so as to reach him latest by **05.00 p.m. on 07 April 2011.** Late bids will not be entertained.

4. **Opening of bids:** The technical bids will be opened on **08 April 2011** at **04.00 p.m.** at the above office. The date and time of opening of the price bids will be intimated separately to the shortlisted bidders.
5. All items in the bid document must be duly filled in and no column should be left blank. Nil or Not applicable should be written where there is nothing to submit. The authorized signatory of bidder should sign all the pages of the bid documents and additional documents, if any, enclosed.
6. In case the space in the bid document is found insufficient, the bidder may use separate sheets to provide full information. If the bidder wishes to do so, he may enclose additional documents such as drawings, CDs, pamphlets, testimonials, certificates etc about himself and/or the premises offered. He may also give details of additional amenities, services, equipments, fittings and fixtures offered in the premises, not already included in Schedules B and C. All such documents shall be properly listed in Schedule E and enclosed with the Technical Bid.
7. The bidder should clearly read and understand all the terms and conditions, specifications, drawings, etc. mentioned in these tender documents. If the bidder has any observations, the same may be indicated in his forwarding letter along with the tender. Bidders are advised not to make any corrections, additions or alterations in the original tender documents. If bidder makes any correction in its own entries the same shall be initialed and stamped by him.
8. **Validity of offers:** The offer should remain valid for acceptance for a period of 120 days from the last date of submission of bids. During the validity period of the offer the bidder shall not withdraw or unilaterally modify the offer in any way.
9. Property offered should satisfy the Company's requirements specified in Schedule A: "Company's requirements".
10. Properties which will be ready for taking possession immediately will be preferred.
11. The particulars of amenities provided / proposed to be provided inside the property, building, complex should be furnished in the Technical Bid.
12. **Payment terms:** The payment terms are mentioned in the General Terms and Conditions. Payment will be made through Account Payee DD only shall be made in Indian Rupees (₹).

No payment will be made in any foreign currency and no foreign exchange will be made available by the Company.

13. Payment will be based on the **Built-up area as jointly measured by the Company and the Bidder.**
14. Complete particulars of Building floor/wing-wise should be furnished in the Technical Bid along with the details of measurements as per Schedule C.
15. The property offered should have clear and marketable title. Adequate documentary evidence to this effect should be furnished along with the Technical Bid. All the legal documents required by the Company for verification of the title clearance of the property must be submitted. The title certificate issued by Company's solicitor / Advocate only shall be considered. If required, original documents may have to be produced for verification.
16. The property offered should preferably be non-encumbered. In case it is encumbered, details of such encumbrance shall be furnished by the bidder. The bidders shall be obliged to keep the Company indemnified of any claims/ lien/ encumbrance at any stage during the term of the Lease.
17. While furnishing the information in Technical Bid, full details of the items/ materials/equipments/ fittings etc used/to be used should be furnished for each and every item in the respective columns. These particulars are subject to verification.
18. Copies of plans, duly approved by municipal authorities/competent authority, should be submitted along with the Technical Bid.
19. All proposals and other documents submitted shall become the property of Company. Information relating to the examination, clarification, evaluation and comparison of proposals shall not be disclosed to the bidders.
20. The bidder shall disclose at the technical bid stage itself the names of any close relatives working with the Company.
21. Brokers, agents and intermediaries may be allowed to bid if they singly represent owners of the proposed premises. No brokerage shall be paid by the Company in any form, at any stage, in cash or otherwise to such brokers.
22. The cost of the preparation of bid and related expenses shall be borne solely by the bidders themselves. The Company shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
23. Bids that are incomplete in any respect or / and are not consistent with the requirements as specified and not in accordance with any of these instructions may be considered non-responsive and are liable for rejection, at the sole discretion of the Company.
24. The Company reserves the right to withdraw and annul this bidding process or, to accept or reject any or all the bids, without assigning any reasons whatsoever and no bidder shall have the authority to question such action.
25. Canvassing in any form will be considered as violation and the bid will be disqualified.
26. All communication and information should be provided in writing and in English language only.

Issued by Authorised representative of
the Company.

Signature of the Bidder

TENDER - OFFER

We have read, examined and understood the Notice Inviting Bids, Instructions to bidders, General Terms and Conditions, and all other documents in the bid document for sale of office premises to Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd.

We hereby submit our offer in the prescribed form including all schedules in accordance in all respects with the bid document.

We agree to keep the bid open for 120 days from the last date for submission of Bids and not to make any modifications in its terms and conditions during this period.

We hereby declare that we treat the bid documents as confidential and shall not communicate information derived there from to any persons other than a person to whom we are specifically authorized by the Company to communicate the same or shall not use the information in any manner prejudicial to the interests of the Company.

We fully understand and agree that you are not bound to accept our or any bid and that you are free to cancel the bid process without assigning any reason whatsoever.

Shri. _____, our authorized representative, is the person authorized to negotiate commercial, technical terms & conditions & sign on behalf of the firm/ company any documents, agreement, bills & issue receipts. Authority letter in his favour is attached.

We agree to sign a Lease Agreement with the company as per att format. We also agree that until a formal agreement on stamp paper is prepared and signed, this bid with your written acceptance thereof shall constitute a binding contract between us.

Dated the:

Signature of Bidder :
Name & address :
Including Pin Code and
Telephone No

Signature, name and address of Witness (1)

Witness (2)

GENERAL TERMS & CONDITIONS

1. **Interpretation:** In construing these conditions, the specifications, the schedules, price bid, technical bid, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires:
 - 1.1. Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. or The Company:
The term shall denote Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. with its Corporate Office at 2nd Floor, Augusta Point, DLF Golf Course Road, Sector 53, Gurgaon 122002 and any of its employees/ representatives authorized on its behalf.
 - 1.2. Bidder: The term shall mean any person or validly constituted legal entity which meets the qualification criteria prescribed in the bid document and has willfully submitted this bid document with the intent to lease Office Premises to Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd., subject to the terms and conditions prescribed in the bid document, and shall include their heirs, legal representatives, permitted assigns, authorized representatives and successors in interest.
 - 1.3. Contract Value: This term shall mean the Lease Rent and/ or any other charges (inclusive of taxes) payable to the successful Bidder of the Premises as indicated in the acceptance letter.
 - 1.4. Office Premises or Premises: The term shall mean the building or part of the building that is proposed to be leased by the Bidder to the Company for the setting up of an office and shall include the parking area, the services, amenities and facilities.
 - 1.5. “Price Bid” shall mean the price bid submitted by the bidder with the quoted rates of the bidder.
 - 1.6. Specifications: This term shall mean the technical specifications attached to the bid documents, and/or submitted by the bidder with his bid and/or subsequently offered and accepted by the Company.

2. **Submission of bid and Bid validity:** The bid shall be submitted in the manner specified in the Instructions to Bidders. The Bidders must note that the bid shall remain open for consideration for the period mentioned elsewhere in the bid document.
3. **Scope:** This bid is for taking on Lease and handing over vacant possession of the Office Premises fully completed and fit for occupation as per the applicable laws, as offered by the Bidder and accepted by the Company, with all services and amenities including getting all sanctions and approvals from appropriate authorities and local bodies and including registration of documents with Completion/Occupancy Certificate from the local statutory authorities.
4. **Lease Agreement:** In the case of Premises ready for occupation, the successful bidder whose offer is accepted shall help execute and register a Lease Agreement (as per att format) with the peaceful, vacant handing over of possession of the Premises complete in all respects within the time frame informed by the Company. The format of the Lease Agreement shall be as specified by the Company. The bidder shall take responsibility and make necessary arrangements for registration of the Lease Agreement with the concerned Registrar's office till its logical conclusion. **The Company shall restrict itself to meeting payments towards stamps and registration costs related thereto as agreed between the Bidder & the Company.**
5. **Permits & Licenses:** All sanctions, permits, licenses, clearances, no objection certificates, consents, approvals, authorizations etc required for the procurement of all raw materials, machinery etc and employment of labour required for completing the Work shall be arranged by the Bidder himself at his own costs and efforts.
6. **Taxes, Cess, Duties, Registration, Contributions, Stamp duty charges:** The quoted rate as stated in the bid document by the Bidder, must include all duties, statutory contributions/payments, royalties, cess, service tax, sales tax, VAT or any other taxes or local charges if applicable but excluding registration and stamp duty charges. The Bidder shall agree and undertake to pay all taxes, cess and other public charges payable to statutory and other bodies pertaining to the premises and/or construction of the same including all statutory contributions and dues payable in respect of personnel employed for construction or supervision of the same up to the date of handing over possession of the Office Premises to

the Company. The Bidder agrees to indemnify the Company against any liabilities that may be imposed on the Company due to the non-compliance by the Bidder. The Bidder shall not be entitled for any payments, other than as stated in the Price Bid and accepted by the Company, due to enhancement of existing, or imposition of fresh levy of, taxes, duties, levies etc. or increase in the price of any raw-materials or wages or for any other reason whatsoever.

7. **Escalation:** The Bidder and the Company will mutually agree to increase rents as per standard terms mentioned in the Lease Agreement attached with this document.
8. **Government & Local Rules:** The Bidder shall conform to the provisions of all Central, State and Local laws, statutes, bye-laws, rules and regulations relating to the Work. The cost, if any, shall be deemed to have been included in the quoted rates, taking into account all liabilities for licenses, fees etc. that are payable in this regard and the Bidder shall indemnify and keep Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. indemnified at all times against any such liabilities and shall solely be responsible for all actions arising from such claims or liabilities.
9. **Notice inviting objections:** The Company may issue public notice in the leading news papers inviting claims/objections from the public, if any, before entering into the Lease Deed / Agreement for the offered property. The Bidder shall not have any objection for this. The Bidder shall further co-operate and assist the Company in the resolution of any claims that may be received, in response to the public notice issued by the Company.
10. **Inspection of the Office Premises:** The short listed properties will be inspected by Company officials, architect, structural consultants or any other agency appointed by the company for assessing the suitability and to verify the quality of construction, materials etc. The Bidder undertakes to cooperate and make necessary arrangements and provide the requisite information/ documents/ details to the inspecting officials.
11. **Payment Terms:** The payment will be based on the **Built-up area** Leased to the Company. No separate payment will be made for the items/areas/services for which separate rates are not quoted in the Price Bid. The cost of such items/ areas/services, which are not separately indicated in the Price Bid, is deemed to be included in the rates quoted in the price bid. The rates should be quoted accordingly.

12. **Built-up area**: Only the built up area of the premises leased exclusively to the Company will be measured for payment purposes. The built up area shall be measured, correct to ½ inch or 1 cm, in the presence of the Company's and Bidder's authorized representatives for finalizing the exact Built-up area. The measurements shall be taken from the outside face of the exterior wall to the outside face of the opposite wall, excluding thickness of finishing items like plastering, stone veneering, glass/ACP cladding etc. Internal vertical shafts/ducts for service cables, pipes, ducts etc shall be included in the built up area but other shafts/cut-outs/wells etc will be excluded. Balconies and projections of height not less than the adjoining space and covered with roof shall be included. The area of the open balcony and open terraces shall not be considered. Towers, turrets, domes projecting above roof level etc, created purely for architectural effects without any useable area below shall not be included. Area of overhead and underground tanks also shall not be measured separately. Area occupied by common services such as generator rooms, sub-stations, plant rooms, pump rooms etc and area of entrance hall, foyer, passages, staircases, lifts, service shafts etc which is shared by others and not exclusively for the use of the Company shall also not be measured separately. Parking area in basement or stilt floors will be considered separately.
13. **Defect Liability Period**: The Works covered by this contract shall have a defect liability period of 12 months from the date of taking over possession by the Company for any construction and/or installation defects and deficiencies. If any defect or deficiency of whatever nature is noticed during this period, the same shall forthwith be removed by the Bidder to the satisfaction of the Company, at the Bidder's own cost and within a reasonable time of his being informed, failing which the Company shall remove such defects and deficiencies and recover the expenses incurred in this connection from any amount due to the Bidder under this contract or under any other contract failing which the amount shall be recovered from the monthly rent payable by the Company to the Bidder.
14. **Warranties**: All warranties/guarantees given by the original equipment manufacturers/suppliers for the various plants/equipments/ machineries/fittings and fixtures provided by the Bidder in the Office Premises, shall be assigned by the Bidder in favour of the Company. The Bidder undertakes that the warranties given by the original equipment manufacturer shall commence from the date of delivery of the possession of the Office Premises to the Company.

15. **Time for completion and handing over:** Time is the essence of this contract. The time stipulated while accepting the bid or in the Lease Agreement for handing over complete vacant possession of the premises in all respects including the various services shall be followed strictly.
16. **Liquidated Damages:** If the Bidder fails to complete in all respects the Office Premises including various services, including obtaining the Completion/Occupancy Certificate, to the satisfaction of Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. and hand over vacant possession within the time stipulated while accepting the bid or stipulated in the Lease Agreement, without prejudice to any other right or remedy available to the Company, the Bidder shall be bound to pay to Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd., as agreed liquidated damages, a sum calculated at the rate of Rs 5,000.00 for every week of delay. Such compensation shall be recovered from the Lease Rent payable to the Bidder.
17. **Bidder to Provide for Everything Necessary:** For premises fitted out by the Bidders, they shall provide a complete set of drawings and specifications according to which the work has been carried out. The bidder undertakes to provide everything necessary for the proper execution of the Work according to the intent and meaning of the drawings, schedule of quantities and Specifications taken together.
18. **Quality Assurance:** The company reserves its right to engage at its cost a separate agency to proof-check the design calculations and check the quality of materials and workmanship and for this purpose the bidder shall cooperate and give all necessary documents, design calculations, drawings and samples if required without any extra cost.

Should there be any deviation to the finalized specifications of Quality of Works the Company reserves the right to seek for redoing the work at the bidders cost or at its own discretion accept the works with deviations/ modifications based on satisfactory explanations for such deviations subject to appropriate downward cost adjustments. However, in the event of the bidder undertaking any deviations in order to improve the safety of the premises fulfilling statutory requirements or any reason whatsoever leading to enhancement to the cost of construction/ works, the Company is not bound to accept them.

The Work shall be executed in the best and most workmanlike manner with materials of the best and approved quality with particulars contained in and implied by the Specifications. Where additional work or any modifications are required to be carried out, such additional works and/or modifications shall be carried out according to the drawings, specifications and instructions issued by the Company.

19. **Access & Inspection:** Any authorized representative of the Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. Company shall at all reasonable times have free access to the site of the Office Premises and the Bidder shall give every facility to the Company and/or its authorized representatives for inspection, examination and testing of the quality of materials and workmanship and the make, capacity, particulars and performance of the machines and equipments, if so desired by the Company. The inspections shall be liable to be carried out by any representative (internal or external)/ agency appointed by the company for quality assurance during the course of construction or even after construction during the defect liability period.
20. **Legal Opinion:** The Company reserves its right to obtain legal opinion from its advocates and external consultants to ensure that the Office Premises proposed to be leased is *inter alia* free from all encumbrances, for which necessary permission and clearances are obtained and the Bidder has clear and marketable title to the Office Premises etc. The Bidder shall furnish at his cost all necessary information and details including copies of relevant documents for this purpose.
21. **Maintenance:** The bidder shall quote his rates for comprehensive maintenance involving all services (civil, mechanical, electrical, HVAC, fire-fighting, communications, security, landscaping and horticulture etc) for a period of one year from the date of handing over possession. The maintenance rate shall not include charges payable for electricity and water consumed which shall be paid by the company directly. All other expenses are deemed to be included in the quoted rate. However, entrusting the maintenance work to the bidder is at the discretion of the Company.

SCHEDULE 'A' - COMPANY'S REQUIREMENTS

S No	Items	Details
1	Building type	Building suitable for 100% Commercial use
2	Built-up Area	1800 to 2500 sq.ft. Fully air-conditioned building with 100% power back will be preferred.
3	Number of Floors	Preferably on one floor only
4e	Location	Gomti Nagar, Ratan Square or surrounding areas preferred.

Actual payment will be based on the built-up area. Please refer to the General conditions for the payment terms and definition of built-up area.

The Office Premises / block/ wing/ complex should have the following facilities.

- Fire alarm system
- Fire hydrant system
- Power of 15KW (in case AC provided centrally by builder), 35 KW in case AC to be connected with floor meter, 100% backup will be preferred
- Availability of water connection with overhead water tank storage
- The minimum clear height of floor to bottom of beam of 3.5 meter
- Proper access of natural light
- Lifts in case the floor offered in above ground floor
- Fire exit staircase (alternate fire exit staircase) required
- The sufficient shafts for services

**CANARA HSBC ORIENTAL BANK OF COMMERCE LIFE INSURANCE CO. LTD.,
FACILITIES & ADMINISTRATION DEPARTMENT, GURGAON**

SCHEDULE 'B' - GENERAL INFORMATION ABOUT BIDDER

1. Name:
2. Address :
3. Phone No., FAX No. & E-mail address:
4. Name and phone numbers of the contact person:
5. Constitution of bidder / firm: (Whether Individual/ Partnership /Pvt. Ltd, / Public Ltd. / PSU etc.):
6. Whether the bidder has leased any similar property to any Government / Semi-Government Institutions / Financial Institutions etc.? If so names and addresses of such clients and total cost of such sales to each client to be given.
7. Do you satisfy the eligibility criteria (see para 2 of Instructions to Bidders)? If so, enclose documents to establish.

SCHEDULE 'C' - TECHNICAL DETAILS AND SPECIFICATIONS

PROPERTY CRITERIA SHEET			
LOCATION – LUCKNOW			
S. No.	Parameters	Standards	OFFER
1	Name of Building :	Mention the name and address of the building	
2	Floor and unit/shop numbers, Proposed To Occupy :	Mention the unit numbers/shop numbers clearly	
3	Age of Structure/Year of construction :	New preferred	
4	Interiors	Available condition of interiors including Furniture, AC etc	
5	Area in sq. ft.	As super area in sq. ft.	
6	Built-up area	In sq. ft.	
7	Total No Floors :	Mention	
8	Total Height Available - Finished floor level to False Ceiling	Minimum 7.5 - 8ft.	
9	Building Façade :	Glass/Other	
10	Toilet (Present) :	Toilet blocks should be provided by land lord	
11	Flooring (Completed) :	Tile or Carpeted flooring to be provided	
12	Flooring of lobby area and staircase.	Finished lobby area & staircase	
13	Ceiling of lobby area	Ceiling of lobby area & lighting to be provided by Landlord	
14	Walls of lobby area	Smooth, painted walls to be provided by land lord	
15	Sun Control Film (Required) :	Please mention	
16	Signage Locations	1) Office parapet. 2) Hoarding on rooftop. 3) Pillar/lollypop/hoarding at the entrance of the building.	
17	Rolling Shutter (Available) :	Preferred	
18	Emergency Light (Available) :	Should be available at the staircase as well as on floor	
19	DG Set (Available)(KVA) :	Ideally 100% back up facility should be provided by Land lord	
20	Electrical Meter (Provided) :	Should be provided by land lord	
21	Electrical Meter Location :	Mention	
22	Earth Pit Location :	Mention	
23	Available Power (KVA) :	Require to run all lights, AC, & workstation load including additional load for Server & UPS room	
24	Additional Power required (KVA)	As mention conditions	
25	Water Connection (Available) :	Should be available. Check for the location.	
26	HVAC Unit Location :	Identify and mention the locations for outdoor units.	

27	Telephone Service Provider :	Mention	
28	ISDN Service Provider :	Mention	
29	Number of Parking :	Dedicated space for minimum 8 cars and 16 two wheelers	
29a	2 Wheeler Parking :		
29b	4 Wheeler Parking :		
30	Lift (Provided) :	Lift should be provided above 2nd floor	
31	Lift (Make , Capacity) :	Mention	
32	Main Staircase (Width) :	Mention	
33	Fire Staircase (No & Size) :	Should be provided by land lord for floors above 3rd	
34	Distance From (km) :	Mention below	
	Main Road	Mention	
	Airport	Mention	
	Railway Station	Mention	
	Bus Stop	Mention	
35	Other Tenants :	As applicable	
	1).	Mention	
	2).	Mention	
	3).	Mention	
36	Boundaries	East	
		West	
		North	
		South	

SCHEDULE 'D' – DOCUMENTS TO BE ENCLOSED WITH TECHNICAL BID

The following documents shall be enclosed with the Bid:

1. Certified copies of title deeds of the property
2. Encumbrance certificate tracing the title for the past 30 years
3. Copies of receipts witnessing payment of land/building dues in respect of the premises and building to the local authorities
4. A copy of sanctioned building plan
5. Occupancy Certificate.
6. Copy of Development Agreement if any
7. Valid authorisation for entering into lease agreements in favour of a person(s) in case owner is an entity
8. A note on maintenance arrangements (covering power, back-up, common facilities etc) available in the premises and the documentation to be executed by prospective tenants for the same.
9. Documentary evidence to establish satisfaction of the eligibility criteria.

SCHEDULE 'E' – PRICE BID
CANARA HSBC ORIENTAL BANK OF COMMERCE LIFE INSURANCE CO. LTD.,
FACILITIES & ADMINISTRATION DEPARTMENT, GURGAON
OFFER LETTER TO BE GIVEN BY THE LANDLORD(S)

OFFERING PREMISES ON LEASE
OFFER LETTER (COMMERCIAL) IN SEPARATE SEALED ENVELOPE

FROM

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To

The Head Facilities & Administration
 Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd.
 2nd Floor, Augusta Point,
 DLF Golf Course Road, Sector - 53
 Gurgaon. Haryana – 122002

Dear Sir,

Sub : OFFER TO GIVE ON LEASE THE PREMISIES FOR YOUR Office at Hyderabad

I / We offer to you to give you on lease the premises described here below for your BCP Office at Hyderabad.

a)

COMMERCIAL TERMS & CONDITIONS FOR LEASE – LUCKNOW			
LOCATION			
S. No.	Parameters	Standards	OFFER
1	Rent (in Rs. per sq.ft per month)		
2	Rent Quoted per month by Landlord including for all fit-out for the area quoted.Rs.		
3	Maintenance charge (if any)	Preferably included in rent (but mention separately)	
4	Rent escalation if any		
5	Property and Related Tax by	Land lord	
6	Stamp duty and registration cost	Will be equally shared between Canara HSBC and Land lord	
7	Car Park Charge (monthly) (if any)	Free parking preferred	
8	Security Deposit (Months)	Our agreeable standard - 3 months	
9	Security Deposit (Rs)	Mention	
10	Lock in period	Our agreeable standard - NIL	
11	Exit Options	3 months notice by Canara HSBC. Lessor can't terminate until Canara HSBC defaults in rent payment continuously for 3 months.	
12	Other allowances (Signage/ Dish antenna space etc.)	Free	
13	Name of Land lord	Mention correctly for lease purpose	

14	Address	Mention correctly	
		Mention correctly	
		Mention correctly	
15	Contact Number/ email id	Mention correctly	

- b) Lease period :
3+3+3 years certain from the date of handing over vacant possession after completion of construction, repairs, renovations, additions, etc.,
- c) Taxes / Rates :
All existing/ future Municipal / Corporation taxes, rates and cesses will be paid by me /us.
- d) Maintenances / Repairs :
- a. Company shall bear actual charges for consumption of electricity and water, I / We undertake to provide separate electricity / water meters for this purpose.
 - b. All repairs including annual / periodical white washing and annual / periodical painting will be got done by me / us at my / our own cost. In case, the repairs and / or white / colour washing is / are not done by me / us as agreed now, you will be at liberty to carry out such repairs white / colour washing, etc. at our cost and deduct all such expenses from the rent payable to us.

DECLARATION

- a) I / We am / are aware that, the rent shall be on lump sum basis for the projected requirement
- b) The following amenities are available in the premises or I / We agreeable to provide the following amenities:
 - a. Alteration/addition required by company would be at my/our cost
 - b. Separate toilets for gents and ladies will be provided.
 - c. A collapsible gate, rolling shutters will be provided at the entrance and at any other point which give direct access to outside.
 - d. Entire flooring will be tiled/carpeted and walls painted
 - e. Required power load for the normal functioning of the Company and the requisite electrical wiring/points will be provided.
 - f. Continuous water supply will be ensured at all times by providing overhead tank and necessary taps. Wherever necessary, electric motor of required capacity will be provided.
 - g. Space for fixing Company's sign board will be provided.
 - h. Space for V-SAT antenna shall be provided at our cost.(If it is to be paid to third party, please mention clearly)
- c) I / We declare that I am / We are the absolute owner/s of the plot / building offered to you and have a valid marketable title over the above.
- d) I / We shall provide the title deeds of the property to the company's approved lawyers as & when required.
- e) You are at liberty to remove at the time of vacating the premises, all electrical fittings and fixtures, counters, safes, safe deposit lockers, cabinets, partitions and other furniture put up by you.
- f) If my / our offer is acceptable, I / We will give you possession of the above premises on
- g) I / We further confirm that this offer is irrevocable and shall be open for days from date hereof, for acceptance by you.

Yours faithfully

Place :

Date :

(Owner/s)

SCHEDULE 'F'**LEASE DEED**

This Deed of Lease is executed on this _____ day of _____, 2007 at _____.

BETWEEN

_____, S/o of _____, aged _____ years, presently residing at _____ hereinafter referred to as "**the Lessor**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her legal heirs, representatives and assigns) **of the One Part;**

AND

_____, a Company incorporated under the Companies Act, 1956 and having its registered office at _____, herein after referred to as "**the Lessee**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) **of the Other Part;**

WHEREAS;

- A. The Lessor is the absolute owner seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of property bearing No _____ in a Multi-story Building bearing name _____ which is situated on property bearing Municipal No's _____ which is more particularly described in the Schedule A hereto, and hereinafter referred to as "**the Schedule A Property**"
- B. By and under Sale Deed dated _____ transferred by way of sale to the Lessor herein all that piece and parcel of property on _____ Floor of Multi-story Building bearing name _____ situated on Schedule A Property bearing No's _____
- C. _____ and _____ had entered into an agreement dated _____ to develop the Schedule A Property. M/s _____ constructed a building on Schedule A Property after obtaining the permission for construction of the building from the Municipal Corporation of _____, vide permit No. _____ dated _____.
- D. The Lessee, is desirous of taking on lease a portion of Schedule A Property being all that piece and parcel of the _____ Floor bearing No's _____ in building bearing name _____ more particularly described in Schedule B hereto and hereinafter referred to as "**the Schedule 'B' Property**", for the purpose of carrying on its business operations, has approached the Lessor, and the Lessor has agreed to give on Lease the said **Schedule 'B' Property** along with __ (____) Two Wheeler Parking in basement area and __ (__) Reserved Car Parking space in basement area to the Lessee, on the terms and conditions set out hereunder.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**1. GRANT OF LEASE:**

- 1.1 In consideration of the rent herein reserved and of the covenants and conditions herein contained on the part of the Lessee to be paid, observed and performed, the Lessor do hereby GRANT, CONVEY, TRANSFER and DEMISE by way of

LEASE the quiet, peaceful and uninterrupted possession, occupation and use for the entire Lease Term as specified herein, all that piece and parcel of property on the _____ Floor admeasuring _____. (Super built up area) in building called _____, being **Schedule 'B' Property** as defined herein (hereinafter called **the Demised Premises**) along with __ (____) Two Wheeler Parking in basement area and __ (____) Reserved Car Parking space in basement area together with all the rights, easements and appurtenances belonging thereto, including the rights as specified hereunder. The Demised Premises are more specifically defined and outlined in red in the building plan annexed as **Annexure-I** to this Lease Deed and signed by the parties.

1.2 The Lessor represents, agree and hold out that as on the Effective Date of this Lease Deed, there is no third party lien, right, title or interest in the Demised Premises and that the Demised Premises are free and clear from any and all mortgages, liens, charges or other encumbrance and that the Lessor has all requisite approval and power for the leasing out the Demised Premises to the Lessee.

2. LEASE TERM

2.1 The month of tenancy shall be as per the English calendar.

2.2 The Lease shall be operative for a period of 9 (**Nine**) years commencing from _____ (the "**Effective Date**") uptill _____, hereinafter referred to as **the "Lease Term"**.

3. RENEWAL

3.1 The Lessor and Lessee will negotiate afresh the terms of a renewal lease deed they may wish to execute, at the end of the Lease Term i.e. in all after 9 years.

4. LEASE RENT

4.1 The Lessee hereby agrees and undertakes to pay to the Lessor during the Lease Term, on or before the 10th day of every succeeding month, (subject to statutory deduction of tax at source as applicable), a total rent of **Rs.**_____ (**Rupees** _____ **only**) per month as Lease Rent for the Demised Premises inclusive of society and other maintenance charges by way of an Account Payee Cheque drawn in favour of _____.

4.2 The Lessor shall grant __ (____) Reserved Car Parking Spaces and __ (____) two wheeler parking spaces in the premises as indicated in **Annexure I** for which the Lessee will not be liable to pay any additional rent.

5. ESCALATION

5.1 The rent shall enhance once by ____% on the last paid rent after every three years.

6. SECURITY DEPOSIT

6.1 The Lessee has paid to the Lessor, as a total refundable interest free security deposit for due observance and performance of the terms and conditions of this Lease Deed an amount of **Rs.**_____ /- (**Rupees** _____ **only**) by way of an Account Payee Cheque in favour of _____ dated _____ drawn on _____ Bank, receipt of which the Lessor does hereby acknowledge; and

Provided that the aforesaid total security deposit shall be refunded by the Lessor to the Lessee at the time of vacating the Demised Premises on the expiry of this Lease Deed by efflux of time or on its sooner determination / termination as provided herein.

- 6.2 It is agreed by and between the parties hereto that on the expiry of this Lease including any renewal thereof, either by efflux of time or earlier determination or termination due to any reason whatsoever as provided in this Lease Deed, the Lessor shall forthwith refund (without any deduction on any account and without interest) the said deposit to the Lessee simultaneously with the Lessee removing itself / its officers / employees using the Demised Premises and vacating the Demised Premises and handing over charge thereof to the Lessor (reasonable wear and tear, damage/ loss to / destruction of the Demised Premises due to a force majeure event not caused by the wilful neglect on the part of the Lessee, its officers /employees and any other cause beyond the reasonable control of the Lessee excepted).
- 6.3. Notwithstanding anything herein contained if during the subsistence of this lease or any renewal thereof if the Demised Premises is destroyed or damaged by a force majeure event such that the Lessee cannot use the same and the Lessee exercises its right to terminate the Lease or its renewal as provided hereinafter, the Lessor shall forthwith refund (without any deduction on any account but without interest) the said security deposit to the Lessee. The Lessee shall not be required to pay any rent from the date the Demised Premises become unusable by the Lessee.
- 6.4 In the event the Lessor does not refund the said total security deposit to the Lessee in full, on expiry or sooner termination of this Lease or any renewal thereof, as aforesaid, then the consequences mentioned hereunder shall follow:
- i) The Lessee shall (without prejudice to any of its other rights and remedies available in law) not be obliged or bound to vacate and give charge of the Demised Premises to the Lessor and the Lessee shall be entitled to use or permit the Demised Premises to be used by any person of its choice without being liable to pay any rent, outgoings or damages to the Lessor until such time as the Lessor do not refund to the Lessee the said total security deposit in full; and
 - ii) In addition, the Lessor shall be liable to pay to the Lessee interest @ 18 % p.a. compounded quarterly, on the said deposit from the date of termination, earlier determination or expiry of this Lease Deed or any renewal thereof, till the date of actual refund of the said total security deposit by the Lessor to the Lessee; and
 - iii) In the event the Lessor is unable to return the deposit as aforesaid for a period of 90 days from the date it becomes due, the Lessee shall be liberty to further sub -let the Demised Premises for period of not less than 12 months at a time on such terms and conditions as the Lessee may in its absolute discretion may deem fit. The Lessor shall be bound to and agrees that it will do all such acts deeds and things necessary whether by way of execution of any future documents or otherwise to bring about this

understanding into effect and in the event that the Lessor is unable so to be present or to sign such documents, the Lessor hereby grant to the Lessee and appoint the Lessee as its attorney with the right to execute such agreements and documents and to be present on its behalf and to do all necessary acts deeds and things as required by the Lessee.

7. REPAIRS

- 7.1 The Lessee agrees to undertake all day-to-day minor repairs within the Demised Premises. In case of any major repairs such as leakage/seepage or bursting of sanitary pipes or damp to the structure, the Lessor shall repair the same within a period of seven (7) days from the date of intimation by the Lessee, at the Lessor's own cost.
- 7.2 The Lessee shall intimate the Lessor in writing of all major repairs as mentioned in this Lease Deed, to be carried out by the Lessor. In the event of failure of Lessor to undertake the said repairs within seven (7) days from the date of intimation thereof by the Lessee, the Lessee shall undertake the repairs at its own cost and expense after giving notice to the Lessor and shall adjust the amount spent on such repairs from the Lease rent(s) payable to the Lessor.

8. TAXES AND OUTGOINGS

- 8.1 During the period of this Lease including any renewals thereof, the Lessor shall bear and pay all present and future ground rent, property taxes, and all out goings payable in respect of the Demised Premises to the respective authorities on time. Further in case of enhancement of property taxes or society charges the Lessor shall be liable to pay the enhanced property tax or society charges. The Lessee shall not be responsible or required to make payments of any such amount, which the Lessor is bound to pay under law as owner of the Demised Premises.
- 8.2 In case the Lessor fails or neglects to pay any taxes or out goings, as mentioned in Clause 8.1, the Lessee may at is discretion but without being bound to do so, pay the same and the Lessor shall reimburse the same to the Lessee within 30 days from the receipt of documentary proof of payment being made by Lessee, failing which the amount so paid by the Lessee shall carry interest @ 15% p.a. or the Lessee shall be entitled to deduct the same together with interest from the monthly Lease rent payable to the Lessor. The Lessor shall not dispute the amount of any such taxes and out goings, if the Lessee furnishes proof of having made such payment to an authority.

9. LESSEE'S COVENANTS:

- 9.1 The Lessee hereby covenants as follows:
- (a) That the Lessee will, during the continuance of this Lease pay to the Lessor the rent as specified above and that such payment will always be subject to deduction of tax at source, if applicable;
 - (b) The Lessee shall use and occupy the Demised Premises as its office and or branch and shall permit only its employees, representatives, customers, business associates etc., the use thereof, except in case of default by the Lessor to refund the Security Deposit in which event the Lessee shall have the rights as provided in Clause 6.4 hereof.

- (c) To use the Demised Premises with due care and caution and to keep and maintain the same in good order and condition;
- (d) To promptly pay all charges of electricity consumed in the Demised Premises during the term of this Lease based on the separate meter attached to the Demised Premises;
- (e) Not to do or permit to be done upon the Demised Premises anything, which may be a nuisance and annoyance to the other occupants of the other premises or anything of an illegal nature;
- (f) On the expiry of the Lease Term or any renewal thereof, the Lessee shall deliver the Demised Premises in such order and condition as is consistent with the terms, covenants and conditions on the part of the Lessee herein contained (save and except normal wear and tear and save and except any damage to the Demised Premises by fire unless the fire has occurred due to negligence of the Lessee, riots, earthquake, storm, war, terrorism, labour unrest, civil commotion, acts of God and other conditions over which the Lessee has no control).
- (g) Not to do or cause to be done upon the Demised Premises anything, which will invalidate the insurance in respect of the Demised Premises. The Lessor will keep the Lessee apprised of the terms and conditions of the insurance cover taken by the Lessor for the Demised Premises at the Lessor's cost.
- (h) To provide access to any of the duly authorized representatives of the Lessor during normal business hours and business days to inspect the Demised Premises from time to time upon such representatives seeking a prior appointment from the Lessee with prior notice of at least 3 days.

10. LESSOR'S COVENANTS:

10.1 The Lessor hereby covenants, represents and hold out as under:

(a) **Quiet Enjoyment**

As long as the Lessee does not commit any breach of the terms of this Lease Deed, the Lessor covenants that the Lessee can peacefully and quietly hold and enjoy Demised Premises without any interruption or disturbance from or by the Lessor or any person claiming under or in trust for the Lessor or any other person during the Lease Term and for such extended duration till the termination, as per the terms of this Lease Deed.

(b) **Full Power & Authority**

That the Lessor do have good and valid power, right and authority to grant the Lease hereby created in favour of the Lessee and that the Demised Premises are free and clear of any mortgages, encumbrances, liens or charges.

(c) **Commercial Use**

That under the municipal zoning/user rules, the Demised Premises are capable of being used for commercial purpose and the Lessor has obtained all consents, permissions and approvals necessary in law or otherwise for such purpose.

(d) **Sanction Plans**

That the building in which the Demised Premises is located is constructed in accordance with the building plans duly approved by Municipal

Corporation/Municipality/Gram Panchayat or any other local authority and as per the applicable rules and regulations in that behalf and under the approved building plans, the Municipal Corporation/Municipality/Gram Panchayat or any other local authority has permitted the use of the Demised Premises for commercial purposes.

(e) **Compliance**

That the Lessor shall observe and perform all Rules, Regulations and Bye-Laws for the time being in force in respect of the Demised Premises, including but not limited to obtaining the occupancy certificates, and shall not do or omit to be done anything so that the Lease hereby created and occupation of the Lessee in respect of the Demised Premises is jeopardized.

(f) **Property Taxes and other Duties**

That the Lessor shall pay the present and future property tax and any other tax or assessment payable on the Demised Premises to the Municipal Corporation or any other statutory or Government authority in accordance with Clause 8 herein.

(g) **Structural Repairs**

That the Lessor shall carry out all major repairs and structural repairs including water proofing works of the Demised Premises as may be required from time to time and at such times and in a manner agreed with the Lessee so as to minimize disturbance to the Lessee in accordance with Clause 7 herein.

(h) **Restriction on Sale**

That the Lessor shall not sell, transfer or otherwise dispose of the Demised Premises or his/her/their interest therein, during the entire tenure of the Lease hereby created or any renewal thereof (if any) except with the prior written consent of the Lessee. In any event the Lessor agrees and undertakes to ensure that this Lease Deed shall continue notwithstanding any sale of the Demised Premises by the Lessor during the Lease Term or any renewal thereof. Any sale of the Demised Premises shall be subject to the rights of the Lessee remaining intact and the sale of the Demised Premises shall be made subject to this Lease Deed remaining in force. In such an event if a new Lease deed is required to be executed and registered, the expenses towards stamp duty, registration charges, legal/professional fees etc., shall be borne by the Lessor. The terms of this Lease Deed shall not be modified in such an event and the Lessee shall not be liable to vacate the Demised Premises under any circumstances.

(i) **Indemnity**

The Lessor do hereby indemnify and agree to keep the Lessee indemnified, saved, defended and harmless from and against all and any costs, expenses, charges, outgoing damages and risks at all times arising out of any suit, eviction, action, claim or demand whatsoever in relation to the title of the Demised Premises and all covenants, representations and warranties made by the Lessor in this Lease Deed.

(j) **Insurance**

That the Lessor shall insure and keep insured the entire Schedule B Property against loss, damages to the building under fire, earthquake, flood, riots and strikes and the Lessee shall insure and keep insured its goods at its own cost. Any consequential damages arising out of the Demised Premises during the tenancy of the Lease, such damages will be compensated by the Lessor, failing which the

Lessee shall be entitled to recover such costs from the Lease rent. The Lessor shall also keep Demised Premises adequately insured against loss or damage by fire, flood and all other usual risks and perils as are customary for commercial leases; provided however, that the Lessor shall not be responsible and /or liable for taking insurance of the fixtures and furniture in Demised Premises with respect to articles or things belonging to the Lessee.

11 RIGHTS OF THE LESSEE

11.1 Notwithstanding the other rights granted to the Lessee under this Lease Deed, the Lessee shall have the following specific rights in connection with the Demised Premises and areas appurtenant thereto:

(a) Alterations, Modifications and Additions

The Lessee shall not make any structural alterations in and to Demised Premises without the prior written permission of the Lessor. The Lessor agrees and confirms that the Lessee shall, at all times during the Term of the Lease and only with the prior express approval of the Lessor, be entitled to renovate, alter and add structural modifications to Demised Premises or any part thereof or in the areas appurtenant to Demised Premises, in accordance with all laws and at the Lessee's own expense; provided however such, renovation or alteration does not adversely affect Demised Premises in any manner whatsoever. The Lessee will not put up any permanent structure internally or externally in Demised Premises without the express written consent of the Lessor.

The Lessee shall be at the liberty to make such internal partitions and /or put up cupboards, false ceilings, railings, mirrors and other fixtures and fittings as may be required from time to time, or be considered necessary for the purposes of its administrative and business requirements, without any such prior written permission from the Lessor.

The Lessee shall be at liberty to install or fix in Demised Premises all such fixtures which are required to be fixed as deemed necessary by the Lessee including air-conditioners, earth pits, sun blinds, electrical switches and the like fixtures for the better use of the Demised Premises at the cost and expense of the Lessee. The Lessee shall be entitled to install or fix all such fixtures deemed necessary by the Lessee including installations like lights, fans, carpets, curtains, partitions, cabins, computers, word processors, fax, telephones, office equipment, telephone exchange and other fittings and fixtures for the better use of Demised Premises for its business as the Lessee may think fit from time to time entirely at the cost and expense of the Lessee.

At the end of the Lease Term, the Lessee agrees that it will take away any improvements of a moveable or removable nature made or bought by the Lessee during the Term, including but not limited to items like chairs, tables, modular partitions, air conditioning equipment, generator, UPS, EPABX etc.

(b) Signage

The Lessor hereby irrevocably and unconditionally authorise the Lessee to affix/display its name boards, signage, advertisement material, banners etc. of an appropriate size as deemed fit by the Lessee on the roof of _____ facing _____ Road and on the adjoining two sides of

the Multistory Building called _____ and on the _____ floor and roof of _____ at no additional cost.

(c) **Space for DG Set**

The Lessor shall provide adequate space for installation of DG Set at no additional cost to the Lessee on the ground floor open space in Demised Premises or in the basement along with an acoustic enclosure and the Lessor shall provide space for cable trussing along the outer wall of the building. The Lessor shall also ensure that all requisite permissions, as per law for keeping the DG Set at Demised Premises are obtained by the Lessor at its costs and expenses. Further the Lessor hereby undertakes to keep the Lessee indemnified against all costs, expenses, damages incurred/ sustained by the Lessee as a result of default/ non-compliance on the part of the Lessor.

(d) **Space for AC Units**

The Lessor shall provide space in and around the Demised Premises / premises/ building to install AC units / equipments to the Lessee at no additional cost. Further the Lessor shall have no objection in case Lessee installs AC units on the sides of the building.

(e) **Earth Pits**

The Lessor shall have no objection and shall permit the Lessee to make _____ earthing pits of size 4 ft. x 4 ft. in front of or on the building _____ to provide electric earthing to the equipments installed by the Lessee in the Demised Premises.

(f) **Power**

The Lessor shall provide the Demised Premises with a connected power load of _____ KVA for use of the Lessee and in case of any additional load requirement as determined by the Lessee from time to time, the Lessor at its expense shall make all arrangements to provide such additional load.

(g) **Meter**

The Lessor shall provide for a separate and exclusive electrical meter for the Demised Premises and the Lessee shall only make payments for electricity consumed by the Lessee as per the meter reading of the separate and exclusive meter so provided.

(h) **Access to shafts**

The Lessor will facilitate and make all arrangements that may be necessary and agree that the Lessee shall have the right to access the buildings shafts for running the electric cables, VSAT Cables, telephone lines etc.

(i) **Sewerage**

The Lessor affirms and represents that all sewerage requirements for the building have been provided in compliance with applicable regulations and bye-laws of the building/society/complex where the Demised Premises are situated and that in the event of any problem faced by the Lessee in this regard, the Lessor undertakes to rectify the same within one day from the date of intimation in this regard by the Lessee, and the Lessor shall indemnify the Lessee against all costs, expenses, damages incurred/ sustained as a result of such default.

(j) **Water**

The Lessor represent that the Demised Premises has adequate and continuous water supply for usage in the toilets, pantry etc. In the event of any problem faced by the Lessee in this respect, the Lessor undertakes to rectify the same within one day from the date of intimation in this regard by the Lessee, and the Lessor shall indemnify the Lessee against all costs, expenses, damages incurred/ sustained as a result of such default.

(k) **Common Areas**

The Lessor shall make all arrangements that may be necessary and agree that the Lessee shall be entitled to use of common areas i.e. staircase and common entrances etc. to the premises where the Demised Premises is situated.

(l) **Access to Demised Premises**

The Lessor shall have no objection to and shall ensure that the Lessee, its employees, officers or visitors have clear and uninterrupted access to the Demised Premises 24 hours a day 7 days a week.

(m) **As Is Where Is**

The Lessor shall have no objection to and the Lessee shall be entitled to return the Demised Premises to the Lessor in the condition in which it is at the time of vacation of the Demised Premises i.e. Demised Premises may be at the option of the Lessee be returned in an "as is where is" condition.

12. **MISCELLANEOUS**

12.1 **Undertaking**

The Lessor and the Lessee hereby irrevocably agree and undertake to perform their respective special covenants, if any, which may be mutually agreed in writing between the parties from time to time.

12.2 **Force Majeure**

The Lessor shall not hold the Lessee responsible or liable for any damage to the Demised Premises resulting from a force majeure condition as stated herein (unless such force majeure event has occurred due to wilful default or negligence on part of the Lessee), and other conditions over which the Lessee has no control.

In the event of the Demised Premises or any part thereof including installations therein provided by the Lessor at any time during the terms of this Lease Deed be destroyed or damaged by reasonable wear and tear or due to fire, terrorist attack, war, riot, raid, act of God, earthquake, storm, tempest, flood, riots, violence of any army or a mob or other irresistible force or accident or any other force majeure circumstances whatsoever so as to render the Demised Premises and installation therein provided by the Lessor or any part thereof wholly or partially unfit for use by the Lessee or in the event of interruption of the Lessee's possession and enjoyment of the Demised Premises or any part thereof by reason of any defects in the Lessor title to the same or otherwise however, the Lessee shall have the right to determine / terminate this Lease by a notice in writing to the Lessor and this Lease shall stand determined/ terminated as of the date of such notice.

In the event of the Lessee desiring to continue the Lease and the Lessor agreeing to repair or to make good or reinstate the Demised Premises or any part thereof so damaged or destroyed to the former state and condition thereof, the rent reserved herein or the proportionate part thereof shall cease to be payable from the time of such destruction or interruption until the Demised Premises or such part thereof as the case may be shall be

repaired or made good or reinstated and the Lessee shall vacate the Demised Premises or such portion of the Demised Premises if called upon to by the Lessor to vacate the whole or such portion of the Demised Premises as may be required to enable the Lessor to repair or make good or reinstate the same.

Upon termination of this Lease due to occurrence of events contemplated by this clause, the Lessor shall refund the refundable interest free security deposit without any deductions immediately, failing which the Lessor shall pay a penal interest @ 18% p.a compounded quarterly from the date of receipt of the notice from the Lessee in this regard till the date of repayment of the said refundable interest free security deposit. In such an event, the Lessee shall retain possession of the Demised Premises and shall be entitled to exercise at its option the rights of assignment and subletting as provided for herein.

12.3 Damages to Demised Premises

If at any time during the term of this Lease, the Demised Premises or any part thereof are destroyed or damaged or the possession of the Demised Premises or its usage thereof is interrupted by a force majeure event, the Lease shall stand suspended until the Demised Premises are rendered fit for use and occupation by the Lessee. In all such events, the Lessee shall not be liable to pay the rentals agreed under this Lease Deed for the period of such dispossession or non-usage of the Demised Premises. The Lessee shall have lien over the Demised Premises till such time as the Lessor refunds the security deposit to the Lessee.

13 INSTALLATION OF VSAT

The Lessor hereby unconditionally and irrevocably agree and undertake that the Lessee shall have, at all times without any extra cost/payment, an exclusive, unrestricted and absolute right to use and occupy an area of 15 ft x 15 ft on the terrace of Demised Premises for the purpose of installation/erecting/locating/maintaining of VSAT, Radio Modem and/or other equipment /machines which are used or are capable of being used for the functioning/operation of the branch/ office of the Lessee.

The Lessor hereby unconditionally and irrevocably agrees and hereby grant to the Lessee without any extra cost/payment, all the easements of necessity/right of way and access to the terrace/backyard/precincts of the building in which the Demised Premises are located. The Lessee at all times be entitled to connect the Demised Premises with VSAT and other equipment /machines, generator set etc., by appropriate cables or other means.

14. ASSIGNMENT

14.1 The Lessee shall be entitled to assign / sub-let or otherwise allow use and occupation of the Demised Premises or any part thereof to its, affiliate companies but not beyond the tenure of this Lease or renewal thereof (if any) as mentioned hereunder. In the event of the Lessee assigning or subletting the Demised Premises to any of its affiliate companies it is understood that the primary liability to pay the rents as per these presents is an obligation of the Lessee herein and not that of any such sub-Lessee or assignee.

15. TERMINATION

15.1 Notwithstanding anything contained herein, the Lessee shall always be entitled at its sole option, without assigning any reason, to terminate this Lease at any time

before the expiry of the tenure of this Lease or any renewal period (if any) thereof, by giving to the Lessor three months prior notice in writing.

15.2 In the event of a default by the Lessor as mentioned below in Clause 16 herein, this Lease Deed can be terminated by the Lessee without any notice.

15.3 The Lessor shall be entitled to terminate this Lease only if the Lessee commits a material breach or default of the terms and conditions of this Lease and the said material breach remains unremedied for a period exceeding 30 days from receipt by Lessee of written notice to remedy such material breach from the Lessor.

16. EVENTS OF DEFAULT

16.1 The occurrence of any of the following shall constitute a material breach and the Lessee shall be entitled to terminate this Lease Deed without any notice period:

- (a) Any misrepresentation, suppression of material records or any breach of any term, covenant by the Lessor or representation made by the Lessor in this Lease Deed in respect or the Demised Premises and/or services; and
- (b) Insolvency, liquidation or bankruptcy of the Lessor or appointment of receiver for the assets of the Lessor including but not limited to the Demised Premises.

17. JURISDICTION

Any dispute relating to this Lease Deed shall be subject to jurisdiction of Courts at

18. NOTICE

Any notice required to be given hereunder shall deemed to have been given if sent by registered post acknowledgement due at the addressees mentioned below and shall be deemed at have been received by the other party on expiry of seven (7) days from the date on which it was delivered at the post office:

To the Lessor:

To the Lessee:

19. STAMP DUTY AND LEGAL COSTS

The stamp duty, registration charges and other miscellaneous expenses payable on the Lease Deed shall be equally borne by the Lessee and the Lessor. Each party shall bear and pay their respective Advocate's fees. The Lessor agrees to do all such acts necessary to enable the Lessee to register this Lease Deed.

20. AMENDMENT

No modifications or amendments of this Lease Deed and no waiver of any of the terms or conditions hereof, shall be valid or binding unless made in writing and duly executed by the Parties.

21. WAIVER

No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of this Lease Deed shall be construed as a waiver of any right under or arising out of this Lease Deed or acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Lease Deed.

22. SEVERABILITY

It is intended that each section of this Lease Deed shall be viewed as separate and divisible and in the event that any section shall be held to be invalid or unenforceable, the remaining sections shall continue to be in full force and effect.

23. CLAUSE HEADINGS

The section/ clause headings contained in this Lease Deed are for the convenience of the Parties and shall not affect the meaning or interpretation of this Lease Deed

24 **COPIES**

This Lease Deed is executed in duplicate with the Lessor and Lessee retaining one set each. The Lessee shall retain the stamped original Lease Deed.

SCHEDULE ‘A’ PROPERTY

All that piece and parcel of property in on Plot No’s _____ admeasuring _____ Sq Meters situated at _____ Road, _____(Name of the place) comprising of a multistory building known as “ _____ ” together with all the rights, easements and appurtenances belonging thereto which is bounded on the

North by :

South by :

East by :

West by :

SCHEDULE ‘B’ PROPERTY

All that piece and parcel of property on the _____ Floor bearing No’s _____ admeasuring _____sq.ft. in multistory building called _____ situated on **Schedule ‘A’ Property** along with __ (____) Two Wheeler Parking in basement and __ (____) Reserved Car Parking space in basement area together with all the rights, easements and appurtenances belonging thereto, and marked and outlined in red in **Annexure-I** to this Lease Deed and signed by the parties.

IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR SIGNATURES ON THESE PRESENTS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED

By the within named Lessor

In the presence of:

(Witness)

SIGNED AND DELIVERED

By the within named Lessee,

INIL

Through the hands of

In the presence of:

(Witness)

