

National Highways & Infrastructure Development Corporation Limited

(Ministry of Road Transport & Highways Government of India)

General Manager (P), PMU- Dimapur, Nagaland

Notice Inviting Tenders/Quotations

1. Name of the work : RFP for the hiring of office space on lease basis for a period of 03 Year for its Site Office-Peren, NHIDCL (Dist-Peren), Nagaland.

The last date for receipt of complete tender in the office of the undersigned is 13/08/2022 up to 1200 hours.

For further details please visit current tender section of NHIDCL website: www.nhidcl.com.

The format for the bidding document may be collected from the Office of the General Manager (Projects), PMU - Dimapur mentioned below or can be downloaded from NHIDCL website.

General Manager (P)
NHIDCL, PMU - Dimapur
House No: 63(A), 1st Floor
Behind City Tower Building
NST Colony
Dimapur, Nagaland-797112
Email: pmu-dimapur@nhidcl.com

National Highways & Infrastructure Development Corporation Limited
(Ministry of Road Transport & Highways Government of India)

Name of the work: - Notice inviting tender (NIT) for the hiring of office space on lease basis for a period of 03 Years for its Site Office-Peren, NHIDCL (Dist-Peren), Nagaland

Sealed quotations in the form of techno-commercial bids are invited from the owners who have "ready to move in" premises and can hand over such premises to NHIDCL on lease for a period of 03 Year.

1. Scope of work:

NHIDCL invites bids for hiring of space having facilities of rooms with attached toilets, kitchen, common area, parking space for 02 (Two) vehicles etc. on lease basis for a period of at least 03 Year.

2. Submission of bid

The offer/ proposal should be submitted in two separate sealed covers consisting of

- (i) Technical proposal in the specified format as at *Annexure –I* along with attested photocopies in support of ownership title of the property
- (ii) Financial proposal in the specified format as at *Annexure-II*.

Both these covers should be super scribed as "Technical Proposal" and "Financial Proposal" respectively in two sealed covers and both should be kept in single sealed cover marked "BIDS FOR NHIDCL PREMISES AT Dimapur District - Dimapur, Nagaland." Bids not received in the prescribed pro-forma and after the due date and time will be liable to be rejected.

3. Evaluation of bids

A minimum score of 60 (out of 100) is required for qualifying in technical bid, evaluation based on the following criteria:-

S. No.	Particulars	Mark
1.	Suitability of location:	20
	Address of the building indicating its location, Municipality: .	
	Ward No. locality & other identification marks, such as Dag No., Patta No. etc.	
2	Plan of building and area to be leased:	15
	A copy of the sanctioned plan of the building including	
	NOC (with seal and signature of J.M.DA/Municipality Authority) showing various dimensions, wall thickness, Land boundaries, compound wall etc. (Drawing/Plan shall be submitted with signature of both house owner and authority)	
3	Year of construction of the building & type of building	15
4	Area of vacant land to be used by NHIDCL.	15
5	Water supply: Whether Municipal water supply is available or not, whether it is from ring well or hand pump; suitability of water for drinking should also be indicated.	5
6	Type of sewerage	5
7	Electricity: Whether surface or concealed wiring.	5
8	Fencing/ compound wall: Is there any proper fencing/Compound wall.	5
9	Basic furnishing and fixtures including Fans, Lights etc	15

Only those bids which qualify technically (minimum of 60 marks out of 100) would be considered for financial evaluation.

100 marks will be awarded to bidder having highest marks in technical evaluation, pro-rata marks will be awarded to all other bidders on the basis of H-1.

The final evaluation will be done on the basis of Quality & Cost based selection system (QCBS) i.e. 60% weight age for technical qualification and 40% weight age for financial parameters.

4. Resolution of dispute

In case of dispute, the decision of General Manager (Projects), NHIDCL, PMU -Dimapur, Nagaland shall be final.

5. Payment

The Rent will be payable from the date of handing over vacant possession of the premises to NHIDCL after completion of necessary, repairs, renovation, and additions etc. and will be payable monthly on submission of invoices by cheque / ECS / RTGS / NEFT transfer within 15 days. However, in unforeseen circumstances if the rent is not paid in time, the company shall not pay any interest on late payment.

6. TERMS AND CONDITIONS:

a. The premises shall be made available at least for 03 Year from the date of handing over vacant possession after completion of necessary repairs, renovations, additions, alterations, etc. in case of work extended beyond One Year the annual increment will be @ 4%.

b. NHIDCL shall be at liberty to vacate the premises at any time during the pendency of lease by giving two month's advance notice in writing, without paying any compensation for earlier termination.

c. Responsibility for obtaining the required permission to use the leased accommodation for Office of NHIDCL shall remain with the owner of the premises i.e. lessor.

d. All existing and future / enhanced Municipal Corporation taxes, rates and cases will be paid by the owner. Fees / Renewal fees towards obtaining NOC from COMPETENT LOCAL AUTHORITY for commercial use of the premises will be borne by the owner.

e. Maintenance / Repairs:

i. NHIDCL shall bear actual charges for consumption of electricity and water. The owner shall undertake to provide separate electricity / water meters for this purpose.

ii. All repairs including annual / periodical white washing and annual / periodical painting will be got done by the owner at his/her/their cost. In case, the repairs and / or white / colour washing is/are not done by the owner as agreed now, NHIDCL will be at liberty to carry out such repairs white / color washing, etc. at the owners' risk and cost and shall be deducted from the rent payable.

f. Rental Deposit:

NHIDCL shall pay rent deposit equivalent to maximum of 01 month which will be refunded to the NHIDCL at the time of vacating the premises or NHIDCL will be at liberty to adjust the same from the rent payable.

g. GST/Service Tax and other related tax imposed and enforced from time to time on rent shall be paid by NHIDCL. Any increase by the Government in the existing rate of service tax or introduction of such tax on maintenance services as currently applicable, shall be borne by NHIDCL.

h. Offers/Proposals from agents / brokers will not be accepted.

7. The format for the bidding document may be collected from the Office of the GM (Projects) mentioned below or can be downloaded from NHIDCL website.

Last Date of submission: The tender complete in all respects should reach to GENERAL MANAGER (P), NHIDCL, PMU - Dimapur, House No: 63(A), 1st Floor, Behind City Tower Building, NST Colony, Dimapur, Nagaland-797112, Email: pmu-dimapur@nhidcl.com by 13.08.2022 upto 1200Hrs.

1. Opening of Tender: The Technical Bids shall be opened at 1500 hrs on the last day of the receipt of tender.

2. Agreement from the selected bidder shall be signed on the draft agreement placed at Annexure - III.

3. NHIDCL reserves the right to reject any or all of the tenders without assigning any reason.

4. Any change or amendment to this notice will be posted on the company website www.nhidcl.com only.

GENERAL MANAGER (P).

NHIDCL, PMU-Dimapur.

Annexure - IFormat for TECHNICAL BID

Subject: Hiring of Office Space for Site Office-Peren, Under NHIDCL PMU-Dimapur in the State of Nagaland.

S. No.	Particulars	
1	Address of the building indicating its location ,municipality :ward no. locality & other identification marks, such as Dag No., Patta No. etc.	
2	Property taxes if any paid by the house owner indicating the year and month: (Photocopy of latest tax receipt to be enclosed).	
3	Whether land purchased is leasehold or freehold? A copy of the deed of the land purchased duly signed in all the Pages by the owner to be enclosed.	
4.1	A copy of the sanctioned plan of the building including:	
	NOC (with seal and signature of J.M.DA/Municipality Authority)	
	showing various dimensions, wall thickness, Land boundaries,	
	Compound wall etc. (Drawing/Plan shall be submitted with Signature of both house owner and authority.	
4.2	In the Drawing, occupied/to be occupied portion shall be hazed.	
4.3	A key plan of land showing position of existing building and area Occupied at the ground floor.	
5	Year of construction of the Building & Type of building	
6	Area of vacant land to be used by NHIDCL	
7	Services Provided	
7.1	Water supply: Whether Municipal water supply is available or not,	
	whether it is from ring well or hand pump; suitability of water for	
	Drinking should also be indicated. .	
7.2	Type of Sewerage	
7.3	Electricity: Whether surface or concealed wiring.	
7.4	Drains: Type of drains provided.	
7.5	Fencing/ compound wall :	
	Is there any proper fencing/Compound wall.	
7.6	List of basic Furnishing and fixtures including Fans, Geysers, ACs Etc.	

I / We declare that I am/we are the absolute owner of the plot / building offered to you and having valid marketable title over the above. Copy of valid title deed along with map is enclosed with proposal.

Annexure - II

FINANCIAL BID

Subject: Hiring of Office Space for Site Office-Peren, Under NHIDCL PMU-Dimapur in the State of Nagaland.

I / We refer to your advertisement dated..... in (here mention Name of the newspaper / website) and offer to give you on lease the premises described here below for your Office i.e. NHIDCL, PMU - Dimapur, in the State of Nagaland.

Rent payable at the following rate: -

Total carpet area offered for rent / lease =		
Rate per Sq. meter (exclusive of all taxes and charges) on carpet area basis	Amount in figure	Amount in words

I / We undertake to execute an agreement to lease / regular lease deed, in your favor containing the mutually accepted / sanctioned terms of the lease at an early date. I / We undertake to bear the entire charges towards stamp duty and registration of the lease deed

Signature of Property/House/Building owner along with name

(STANDARD RENT AGREEMENT FORMAT)

RENT AGREEMENT

LEASE PERIOD =

AVERAGE RENT =

CALCULATON =

A) STAMP DUTY @ 2% + GST @ 18% =
(may differ from State to State)

B) STAMP ON SECURITY DEPOSIT =

TOTAL STAMP DUTY (A+B) =

STAMP DUTY PAID =

WHEREAS the Lessor had granted the lease of the demised premises located on the ground floor admeasuring square feet chargeable area in the Lessor's building known as vide a Registered Lease Deed dated registered as Registration no. [hereinafter referred to as the 'Principal Lease Deed'], for a period of three years ending

AND WHEREAS the Lessor has agreed to grant/renew/extend the lease of the Demised Premises for another term of three years w.e.f.

subject to an increase in rent by 20 % over the last rent paid and is therefore executing this lease deed to grant/extend/renew the lease for another term of 36 months (three years).

BY AND BETWEEN

....., a company registered under the Indian Companies Act, 1956 with its registered office at (hereinafter called 'the Lessor', in which expression is included unless such inclusion is inconsistent with the context, its successors or assigns of the one part), through its authorized signatory, duly empowered by the Letter of Authorization dated

AND

National Highways & Infrastructure Development Corporation Ltd., (NHIDCL) a Government of India Undertaking set up for the purpose of constructing/ up-grading/ widening of National Highways in parts of India which share international boundaries with neighboring countries, and having its registered office at (hereinafter called the 'Lessee' in which expression is included unless such inclusion is inconsistent with the context, its successors and permitted assigns) of the other part, through its authorized signatory,

WHEREAS the Lessor is the absolute and legal owner of the premises bearing (hereinafter called the 'Premises') which is more particularly described in **Annexure-I**.

WHEREAS NHIDCL offered to take on lease office space at vide their letter dated and enter into a "Lease Agreement" in respect of a portion of premises situated at

AND WHEREAS communicated its acceptance to lease out 2005 sq. ft. of carpet area

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

(1) In consideration of the rent hereby agreed and the performance of the covenant on the part of the Lessee hereinafter contained, the Lessor being the perpetual lessor doth hereby demise up to the Lessee and shown in blue in the site plan attached as schedule 1 hereto and hereinafter referred to as the "Premises". The Lessor shall also permit the Lessee the use of the fitting and fixtures, the water closets, lavatories and other convenience in the Premises (the "fixtures"), together with the right for the Lessee, its servants, employees, visitors, customers and all other persons authorized by the Lessee, to use in common with the Lessor and the tenants and occupiers of other portion of the said building and all other persons authorized by the Lessor, the entrance, doorways entrance halls, staircases, landings, lobbies and passage in the said portion ofsq. ft. carpet area on the building, hereby let for the purposes of ingress thereto and egress there from to hold the Premises unto the Lessee from for a term of 11 years 11 months paying therefore unto the Lessor during the said term monthly and proportionately for any part of a month the rent @ as detailed hereinafter by the seventh day of each English calendar month in advance and upon condition of the performance by the Lessee of the agreement on the part of the Lessee hereinafter contained and the rent shall be increased by on each renewal & other charges increased by thus the rent shall now be as under :

(2) The Lessee shall have anon to renew the lease for two tenures of 3 years each and one tenure of 2 years 11 months after expiry of the initial period of 3 years beginning, making the total lease period as 11 years 11 months. The Agreement shall be renewed on the same terms & conditions except the increase in rent and other charges at the time of renewal of the lease

agreement which will be registered again in the office of Sub-Registrar,after every renewal. The Rent shall increase by 20% on each renewal and other charges shall increase by

(i) The monthly Rent payable are as under:-

(3) shall provide One (1) complimentary car-parking space to NHIDCL in the uncovered area of the building.

(4) The Lessee hereby covenants with the Lessor as follows:

(a) To pay the reserved rent on the days and in the manner aforesaid;

(b) The Lessee shall be responsible for payment of Electricity Charges to theas against the electricity connection in the Name offor the said premises. The Demised Premises already has the electricity power load connection in the name of Lessee inside the premises.

(c) (i) The Lessee can terminate the lease by giving an advance written notice of 3 months to the Lessor, and the Lessee shall immediately on the expiry of the notice period be liable to vacate the Premises and hand over the possession to the Lessor in terms of Clause 2(o) hereafter mentioned.

(ii) After the expiry of lease term of 11 years 11 months, the Lessee and the Lessor would have theon to enter into fresh lease for further period(s) at mutually agreeable terms, only upon execution of a fresh lease deed incorporating fresh lease terms. In the event of non agreement over the fresh rent and terms & conditions the lessee shall be bound to vacate the premises without any further notice to the lessee.

(d) The Lessee has paid to the Lessor a lump sum amount of Rs.20,57,858/- towards interest free security deposit equivalent to three (3) month's monthly rental vide UTR no. P18032007047305 dated 20.03.2018.

(e) The Lessee shall always be liable to keep the interior of the Premises in good tenantable repair and condition (reasonable wear and tear and damage by fire, earthquake, tempest or other acts of God or inevitable accidents or by irresistible force always excepted);

(f) The Lessee shall have the right to refurbish the interior of the Premises to suit its requirement but the Lessee shall not be permitted to carry out any structural modifications in the Premises, without the prior consent of the Lessor. The Lessee shall also be permitted to install racks, partitions equipment(s) and fixtures and fittings of a temporary nature inside the Premises as it may require for its business and to remove such racks, partitions, equipment and fixtures and fittings on the expiry of this lease or earlier determination thereof, but without causing any damage to the Premises of the Lessor and if any damage is caused to the Premises or to the building as a result of such installation or removal, the Lessee shall repair and make good such damage at its own cost and expense;

(g) The Premises, hereby given for use, shall only be used for carrying on the normal lawful business activities of the Lessee. The Lessee has further agreed that the Premises shall be used by it only for the purpose aforesaid and for no other purpose whatsoever and that no change of use shall be made

by it in respect of the Premises. The lessee shall not sublet, part with possession, transfer, encumber, charge or assign the Premises or any part thereof.

- (h) The Lessee shall not claim access to any part of the building except the Premises. The Lessee, its employees, servants, agents, clients, visitors etc. shall use only the main entrance or a separate entrance, if created by the Lessor;
- (i) To deliver the Premises at the end of or sooner determination of the tenancy, subject to clauses contained in the agreement, together with the

Lessor's Fixtures in such tenantable repair, order and conditions as consistent with the Agreement on the part of the Lessee and conditions herein contained (reasonable wear and tear and damage by fire, earthquake or tempest or other acts of God or inevitable accidents or by irresistible force always The Lessee shall not overload the Premises and shall neither place nor distribute a load thereon in a manner likely to jeopardize the safety of the Premises or of the building. The Lessee shall take sufficient precautions to absorb and prevent vibrations, noise and annoyance to occupier of other portion of the building;

- (j) The Lessee shall ensure that the lavatories and water supply apparatus used by the Lessee, its servants, employees and visitors are properly maintained, kept in good repair and used only for the purposes for which they are designed in a proper manner and that they are not damaged or misused by the Lessee or its servants, employees or visitors;
- (k) The Lessee shall not do, or permit to be done any act or thing whereby the Lessor's policy or policies of insurance of the building may become void or voidable or whereby the rate of premium or premia thereof may increase. If however as a result of anything done or permitted to be done by the lessee the rate of premium or premia is increased then, the lessee shall be liable to pay on demand by the lessor, the increased amount of premium and premia.
- (l) In particular, but without limiting the foregoing, the Lessee shall not make alterations to or interfere with the electric wiring or electric installations (except those installed for internal distribution);
- (m) That the Lessee shall be permitted to display a neon/ LED signboard of 8ft X 4 ft on the boundary/ compound wall of the Building premises The Lessee shall be responsible to pay the advertisement tax or any other charges leviable by the municipal or other local authorities without any recourse to the Lessor;
- (n) On the expiry by efflux of time or otherwise or sooner determination of this lease or on this lease coming to an end for any reason whatsoever, neither the Lessee nor its agents, servants or employees shall have any right to continue to be or to enter upon the premises or any part thereof nor to keep any of its or their things or belongings therein or thereon forthwith. The Lessee shall remove itself, its agents, servants and employees and its and their things

and belonging from the Premises and shall leave the Premises and all the fixtures in good, clean and tenantable repair and condition in accordance with the stipulations herein contained, normal wear and tear excepted;

(5) Without prejudice to all and any of the covenants, duties and obligations of the Lessee as described above, the Lessor hereby covenants with the Lessee as follows:

- (a) The Lessor shall pay all taxes/cesses levied on the premises by the local or government authorities in the way of property tax, municipal taxes or any other taxes/ charges for the premises and so on.
- (b) The Lessor should be registered under GST Act and charge GST on rent amount; lessee would pay GST to the lessor only when a proper GST compliant invoice clearly mentioning the Invoice No, Date of Invoice, Rent amount, Rate of GST, HSN Code/ SAC is raised by them.
- (c) Lessee would deduct TDS on the amount paid to lessor as per the rates in force.
- (d) GST/ Service Tax and other related tax imposed and enforced from time to time on rent shall be paid by NHIDCL. Any increase by the Government in the existing rate of service tax or introduction of such tax on maintenance services as currently applicable, shall be borne by NHIDCL.
- (e) To keep the outer walls, roof and structure of the said building and of the Premises and the water and drainage mains and pipes and sewerage lines thereof in good working order and condition and also to keep the main line of electricity supply of the building in good repair and conditions;
- (f) That if the Lessee shall punctually pay the rent and observe and perform the Agreement on the part of the Lessee and conditions herein contained, the Lessee shall quietly enjoy the Premises during the lease period without any interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor;

(6) It is hereby mutually agreed between the parties as follows:-

- (a) It is declared and agreed by the Parties that an interest free Security Deposit equivalent to three (3) months monthly rental amounting to a sum of has been paid by the Lessee to the Lessor on the Premises which shall remain with the Lessor. The Lessor agrees and undertakes to return / refund the interest free security deposit to the Lessee on the expiry of this Lease Agreement or if earlier determined, in terms of clauses 6(c) hereunder against the Lessee surrendering to the Lessor the use and enjoyment of the Premises.
- (b) The Lessor agrees and undertakes with the Lessee that during the subsistence of the Lease Agreement and this Agreement, the Lessor shall not do, permit or suffer to be done anything whereby the right of the Lessee under

this Agreement including the timely refund of the Security Deposit is adversely or prejudicially affected, avoided or extinguished.

- (c) If, however, upon expiration of the Lease Agreement or its sooner determination, the Lessee peacefully surrenders the use and enjoyment of the Premises and gives quiet vacant and peaceful possession thereof to the Lessor, in good condition (normal wear and tear excepted), the Lessor shall refund without interest 80% of the amount out of the interest free Security Deposit amounting toand shall only retain the remaining 20% to settle any dues/ any deductions mutually agreed upon by both parties. If however, the Lessor shall fail to refund the remainder Security Deposit for the Premises within 1 (one) month of handing over of vacant possession of the Premises by the Lessee, then, in such an eventuality, the Lessee will be entitled to interest on the Security Deposit at the applicable bank rate on fixed deposit as prevalent at that time till such time as the Security Deposit is refunded.
- (d) In the event of the Premises or any part thereof being requisitioned or acquired by the Government, the Municipality or any other local or public body or authority during the period of this lease, this lease shall thereupon come to an end either as to the whole of the Premises or part thereof, as the case may be and neither party shall have any claim for compensation or otherwise against the other, except any claim which might have arisen prior to the lease so coming to an end;
- (e) The Lessee and its employees shall have access to the premises 24 hours a day for 365 days in a year only subject to any limitation imposed by the Government from time to time;
- (f) The Lessee shall pay for taking electricity supply line from the identified point to the designated Premises either for main supply and or supply from generator set at their own cost;
- (g) The Lessee agrees that the Lessor and its agents, shall not be liable for any loss or destruction of or damage to the property of the Lessor;
- (h) The Lessor and its agents shall not be liable for any loss of life or any injury or damage to persons or property resulting from fire, explosion, falling plasters, steam, gas, electricity, water, rain or leakage from any part of the building, or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatever nature, unless caused by or due to the willful, negligence of the Lessor, its agents, servants or employees, nor shall the Lessor or its agents be liable for any such loss, injury or damage caused by other persons in the building or other operations in the neighborhood;
- (i) The Lessee shall not move any heavy machinery, equipment, freight bulky matter or fixtures in and out of the building which may cause damage to the Premises or the building without first obtaining the Lessor's written consent. The Lessee shall hold the Lessor indemnified against all loss and damages sustained by any person or property as a result of such movement and in settlement of any claim or any damage or monies paid out by the judgment as

well as legal costs incurred in connection therewith, and all costs incurred in repairing any damage to the Premises or the building of its appurtenances;

- (j) The Lessor and its agents shall have the right to enter the Premises, only subject to written intimation either by e-mail or letter minimum 24 hours in advance, at all reasonable times subject to the convenience of the Lessee, to examine the premises or to make thereto such repairs, alterations, improvements and additions as the Lessor may deem necessary or desirable, and the Lessor shall be allowed to take all material into and upon the

Premises that may be required therefor, without the same constituting an eviction of the Lessee in whole or in part, and the rent reserved shall not abate while the said repairs, alterations, improvements or additions are being made by reason of loss or interruption of business or otherwise, subject, however, that the time taken therefore should be reasonable. If, however, major repairs are carried out and the Lessee is not allowed the use of the Premises in whole or in part for a period beyond 7 days, the Lessee will not be liable for rent/service charges for the said period. The period of 7 days shall be calculated from the day the repair work starts and not before. The Lessor shall give due consideration to the Lessee's business and attempt not to interrupt the business of the Lessee and shall make best efforts to ensure that the Lessee is not inconvenienced in any way, unless repairs/alterations are of an urgent nature;

- (k) The Lessee shall not store any articles of combustible or hazardous nature on the Premises and shall not expose the Premises to the risk of fire or other similar accidents;
- (l) The Lessee shall not use the Premises or any part thereof nor permit the same to be used for any illegal, immoral or improper purposes, nor cause, permit or suffer to be done upon the Premises or any part thereof anything which may offend against any law, notification, rules or regulations made by the Government, the municipality or any local or public body or authority or which may become a nuisance or annoyance or cause damage to the Premises or any part thereof or the building the occupiers thereof or to the adjoining premises or occupiers thereof or which may prejudicially affect the interest of the Lessors;
- (m) The Lessee shall use the Premises in a reasonable manner and maintain the Premises in good condition, normal wear and tear shall be accepted by
- (n) The Lessee hereby agrees to indemnify the Lessor against all claims, damages, actions, proceedings, costs, charges and expenses to which the Lessor may become subject to or which the Lessor may have to pay by reason of any act, negligence or omission on the part of the Lessee or its agents, servants or employees or by violation of any of the terms and provisions of this Agreement;
- (o) During the three (3) months prior to the expiration of the term of this lease, the Lessor shall be fully entitled to exhibit and show the Premises to prospective

Lessee/Licensees etc., which the Lessee shall permit without interference during normal business hours;

- (p) The Lessee shall, without demur or protest, reimburse the Lessor immediately upon demand, for the reasonable cost of replacing any Fixture, if such damage is attributable to some act or default of the Lessee, its employees, agents, clients/ vendors;
- (q) The Lessor shall not be under any liability whatsoever to the Lessee, its servants, employees, agents, clients, visitors or to any person whomsoever in respect of any loss or damage, whatsoever, sustained by the Lessee or such other person as aforesaid, caused by, or through, or in any way owing to the electricity supply cables, main pipes, drainage, lifts, overflow of water etc., from any offices or premises in the building, unless such loss or damage is caused by willful negligence on the part of the Lessor or any of its employees or because of any structural defect in the building;
- (r) Notwithstanding anything contained in this Agreement, the security of the Premises and the fixtures, fittings, goods, articles and things therein shall be the sole responsibility of the Lessee and the Lessor will not be liable for any loss of or damage to the Fixtures and the articles, things and belongings of the Lessee and/or its employees, servants, agents and visitors in the Premises;
- (s) If any rent is in arrears for thirty (30) days or if the Lessee fails to perform or observe any agreement on the part of the Lessee or conditions herein contained, then in such cases it shall be lawful for the Lessor, at any time thereafter, to re-enter upon the Premises or upon any part thereof and the lease shall thereupon determine. The Lessor may have against the Lessee whether in respect of any antecedent breach, non-performance or non-observance of any of the agreement on the part of the Lessee and conditions herein contained or otherwise. However, the Lessor shall not be entitled to forfeit this lease for breach or non-observance or non-performance of any covenant or condition contained herein, and on the Lessee's part to be observed and performed, unless the Lessor shall have given to the Lessee notice of thirty (30) days in writing specifying the breach or omission complained and requiring the Lessee to remedy the same;
- (t) It is hereby expressly understood and agreed between the parties that the occupation of the Premises or any part thereof by the Lessee, its servants, agents, employees, clients or any person claiming under or through the Lessee, upon determination of the lease by efflux of time or earlier determination shall be treated as "unauthorized occupation by the Lessee". The Lessee agrees that it shall be liable to pay a sum equal to double the rent (including all other charges) per day for each day of unauthorized occupation from the date of termination of the lease;
- (u) If any time during the lease the Premises is destroyed or damaged by fire, tempest or any other act of God or by irresistible force so as to become unfit for habitation and use for the purpose of the Lessee then (provided the money payable under any policy of insurance shall not have become irrecoverable through any willful act or default of the Lessee or its agents, servants or

employees), without prejudice to the rights of the Lessee under the Transfer of Property Act, 1882, to avoid this lease if the Lessee so elects to do, the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the Premises shall have been again rendered fit for habitation and use;

(7) It is expressly agreed by and between the parties hereto as follows:

- (a) If after giving a formal notice of thirty (30) days, the rent reserved therein, or any part thereof, still remains unpaid from the date on which the same ought to have been paid or if the Lessee fails to make any other payment, or if the Lessee fails to observe or perform any of the covenants, conditions, stipulations, provisions and agreements herein contained and or on the part of the Lessee to be observed or performed, the Lessor shall be entitled to terminate forthwith this lease and upon such termination the Lessee will forthwith remove itself, its agents, servants and employees and its and their belonging from the Premises. If at any time the Lessee shall be ordered by an order of the Court to be wound up or shall pass a resolution for winding up, other than a resolution for the purpose of amalgamation or reconstruction or, if the Lessee shall be adjudged an insolvent or if the Lessee makes any assignment for the benefit of its creditors or if the Lessee suffers any distress or judgment to be executed or levied against itself, then and in any such event the Lessor shall be entitled to terminate forthwith this lease and upon such termination the Lessee will forthwith remove itself, its agents, servants and employees and its and their belonging from the Premises;
- (b) The Lessor shall not be bound by any representations or premises with respect to its appurtenance, or in respect of the Premises, except as herein expressly set forth with the object and intention that the whole of the Agreement between the Lessor and the Lessee shall be as set forth herein, and is not modified by any discussions or correspondence which may have preceded the signing of this Agreement;
- (c) Any notice herein may be given if sent by hand delivery and written acknowledgement obtained thereof or by Registered A.D. at the respective addresses of the parties mentioned above and shall if so sent be deemed to be duly delivered. The parties agree to notify in writing any change of address in which case the notice under this clause shall be sent at the changed address;
- (d) If the Premises or the common use areas shall be partially damaged by fire or other cause without the fault or neglect of the Lessee or its servants, employees, agents or visitors the damage shall be repaired by and at the expenses of the Lessor, and until such repairs have been made, a proportionate part of the rent according to the part of the Premises or the common areas and services which are not usable by the Lessee, shall abate and cease to be payable, but if such partial damage is due to the fault or neglect of the Lessee, its servants, employees, agents or visitors, the damage shall be repaired by the Lessor at the cost of the lessee, and there shall be no abatement at all of the rent. Further, the Lessor will not be liable for delay in

repairing any damage, however cause, provided that reasonable steps are taken by the Lessor to get the repairs carried out expeditiously. Any amount received as compensation from the insurance company shall be set off against such expenditure;

- (e) If the Premises or the common use areas are so badly damaged by fire or other cause that the Lessor decides, instead of restoring them, to demolish and rebuild them, then, and in any such event, the Lessor may give not less than sixty days' notice to the Lessee in writing of its decision and in that case on the expiry of the period of the notice this Lease Agreement shall terminate and the Lessee (if still in use and occupation) shall thereupon remove itself, its agents, servants and employees and its and their belonging from the Premises provided vacant possession is required to carry out such reasonable repairs or rebuilding and the Lessor shall reinstate the Lessee thereafter, and the Lessee, shall not have, and shall not be entitled to make any claim for damages, compensation or otherwise howsoever against the Lessor;
- (f) In the event of the Lessor intending to carry out substantial modification or reconstruction of any portion of the building, which may affect the Premises, and after obtaining all necessary Government/Municipal and other approvals and consents therefor, then the Lessor may serve a notice in writing upon the Lessee of not less than sixty (60) days requiring the Lessee to remove itself, its agents, servants and employees, and its and their belongings from the Premises or such part as is likely to be affected by any intended modification to the building and the Lessee shall thereupon do so and the Lessor shall reinstate the aforesaid portion to the Lessee as soon as the reconstruction/modification is completed. In the event of the Lessee not desiring to retain the remainder of the Premises which would be left after the completion of such modification then the Lessee may within thirty days of the receipt of the Lessor's notice, serve a counter-notice upon the Lessor of its intention to leave the entire Premises at the expiration of the period mentioned in the Lessor's said notice. In the event of a notice from the Lessor concerning partial resum.....on of the Premises for the purposes of alteration of the said building, the rent shall abate prorata and the Lessee shall give the Lessor access for the purpose of carrying out alteration;
- (g) So long as the beneficial use of the Premises to the Lessee is not detrimentally altered, the Lessor shall also have the right at any time without the same constituting an actual or constructive eviction of the Lessee, and without incurring any liability to the Lessee therefor, to change the arrangement, and/or location of entrances, passageways, doors, doorways, corridors, landings, staircase, lobbies, lifts, toilets or other parts of the building, and to change the name, number or designation by which the building is known;
- (h) If, on the expiry by afflux of time or otherwise or sooner determination of this lease or on this lease coming to an end for any reason whatsoever, the Lessee does not remove itself, it agents, servants and employees and its and their things and belongings from the Premises, then the Lessor shall be entitled to remove the Lessee, its agents, servants and the employees and its and their things and belonging from the Premises at the risk and costs of the

Lessee and of the said other persons without going to a court of law and without in any way rendering the Lessor or any of its officers or employees liable for trespass, damages or otherwise and the Lessor shall also be entitled to prevent the Lessee and its agents, servants and employees from entering into or upon the Premises and the same will not amount to wrongful restraint;

- (i) The stamp duty and registration charges payable in respect of this lease and a duplicate thereof shall be borne and paid for by the Lessee and each party hereto shall bear and pay its own lawyers charges and the Lessor shall be entitled to retain the original Lease and the Lessee the duplicate thereof;
- (8) Any dispute or difference between the Lessor and the Lessee arising out of, from or relating to anything contained in this Agreement, shall be referred to the arbitration of three arbitrators, one to be appointed by each party and to a third arbitrator to be appointed by the two appointed arbitrators. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the rules/amendments made thereunder. The award passed by all or a majority of the arbitrators shall be final and binding on both the parties. The venue of the arbitration shall be For the purposes of the Arbitration and Conciliation Act, 1996, where the intervention and the jurisdiction of the courts is necessary, the courts of shall have exclusive jurisdiction .
- (9) In the event any provision of this Agreement be declared or held to be invalid or null or void by any Government agency, arbitration tribunal, Court or other competent authority having jurisdiction, such declaration shall not affect the other provisions of this Agreement which are capable of severance, which shall continue to be effective; provided, however that if the voiding of the affected provision(s) materially affects the rights of the either party under this Agreement, the affected party shall have the right to terminate this Agreement;
- (10) Any leniency or indulgence shown by the Lessor, in the enforcement of this lease against the Lessee or any accommodation shown by the Lessor to the Lessee, shall not affect this lease in any manner whatsoever and the same shall not be deemed or construed to mean as a waiver of its rights on the part of the Lessor;

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the day and year first herein above written.

Witnesses :

1. For

(.....)
Authorize Signatory
LESSOR

2.

For NATIONAL HIGHWAYS & INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD.