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निविदा के लिए अनुरोध
REQUEST FOR TENDER

ईसीजीसी लिमिटेड की पानीपत शाखा के लिए पट्टे के आधार पर परिसर लेने
के लिए।

**FOR TAKING PREMISES ON LEASE BASIS FOR PANIPAT BRANCH
OF ECGC LTD.**

Ref: ECGC/Panipat/Tender – 01

Date: - 04-07-2026

ECGC LIMITED

**Regd. Address: ECGC Bhawan, CTS No. 393, 393/1- 45, M.V. Road,
Andheri (East), Mumbai – 400069, Maharashtra, India.**

**Branch: ECGC Panipat Branch,
Malik Plaza, 1st floor, G.T.Road, Panipat -132103
HARYANA State (Current Branch Office Location).**

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Section - 1

1. Introduction

1.1. Invitation to Bidders

By way of this Request for Tender ('**RFT**') Document, (hereinafter also referred to as 'the Bid Document' or 'the Tender Document') **ECGC Limited** (hereinafter referred to as 'ECGC'), a Company wholly owned by Government of India and set up in 1957, invites competitive Bids from Legal Owners of Commercial Premises, and / or their Power-of-Attorney holders for **taking premises on lease basis for Panipat Branch of ECGC Ltd.** (hereinafter referred to as "**New Panipat Office Premises**") **as per requirements defined in Annexure – I of this RFT.**

The "Technical and Financial Bids" along with other documents would be received in physical form only.

The Bidder(s) are advised to study the Tender Document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

Note that all the required information as sought in the Tender Document shall be provided by the bidders. Incomplete information may lead to rejection of the Bid. The Company reserves the right to change the dates mentioned in this RFT Document, which will be communicated to the Bidder(s), and shall be displayed on ECGC's website. The information provided by the Bidder(s) in response to this RFT Document will become the property of ECGC and will not be returned. ECGC reserves the right to amend, rescind or reissue this RFT Document and all subsequent amendments, if any to this

RFT Document. Amendments or changes shall be communicated directly and/or displayed at ECGC's website only.

1.2. Schedule of events

RFT Document Availability	The RFT Document will be published on the website of ECGC.
Last date of submission of Bids	21 days from the date of listing
Opening of Technical Bid	Will be informed after last date of submission of bids.
Opening of Financial Bid	Will be informed to the eligible bidders, as per the eligibility/evaluation criteria mentioned in this RFT.
Contact Details: Branch Manager: Mr. Dhanajay Kumar Jha - 9987768980 Manager: Mr. Rahul Singh-9896748874	
Address for Communication and submission of Bid.	Branch Manager Panipat Branch ECGC Limited, Malik Plaza, 1st floor, G.T. Road, Panipat -132 103
All correspondence / queries relating to this RFT Document should be sent to / through following email ID only	panipat@ecgc.in
Timeline to handover complete vacant possession of Premises	Within 30 days of issue of Letter of Intent.

NOTE: Timelines are subject to change at the sole discretion of ECGC Ltd.

Section - 2

2. Disclaimer

The information contained in this RFT Document or information provided subsequently to Bidder(s) in documentary form by or on behalf of ECGC, is provided to the Bidder(s) on the terms and conditions as set out in this RFT document and all other terms and conditions subject to which such information is provided.

While this document has been prepared in good faith, neither ECGC nor any of its employees make any representation or warranty or shall have any liability to any person, including any applicant or bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFT and any assessment, assumption, statement or information contained therein or deemed to form part of this RFT or arising in any way for participation in this bid.

This RFT Document is neither an agreement nor an offer and is only an invitation by ECGC to the interested parties for submission of Bids. The purpose of this RFT Document is to provide the Bidder(s) with information to assist the formulation of their bids.

This RFT Document does not claim to contain all the information each Bidder may require. ECGC shall incur no liability under any law, statute, rules or regulations as to accuracy, reliability or completeness of this document. ECGC may in its absolute discretion, but without being

under any obligation to do so, update, amend or supplement the information in this RFT Document.

ECGC reserves the right to reject any or all the bids received in response to this document at any stage without assigning any reason whatsoever. The decision of ECGC in this regard shall be final, conclusive and binding on all the parties. The information provided by the bidder in response to this document will become the property of ECGC and will not be returned. No contractual obligation whatsoever shall arise from the RFT process until a formal contract/service agreement is signed and executed by duly authorized representatives of ECGC with the selected Bidder.

Section - 3

3. Instructions for Bidder(s)

3.1. General Instructions

- 3.1.1** Before bidding, the Bidder(s) are requested to visit the ECGC website <https://www.ecgc.in> and also carefully examine the Tender Document and the General Terms and Conditions of the Contract (TCC) contained therein, and if there appears to be any ambiguity or discrepancy between any terms of the Tender Document and the Lease Agreement, they should immediately refer the matter to ECGC for clarifications.
- 3.1.2** The Bidder, for the purpose of making the Bid, shall complete in all respects, the form(s) annexed to the Tender Document, quote the prices and furnish the information/ documents, called for therein, and shall sign and put date on each of the forms/documents in the space provided therein for the purpose. The Bidder shall affix its initial on each page of the Bidding Documents.
- 3.1.3** The Bid shall be signed by a person or persons duly authorized by the Bidder with signature. In the case of a body corporate, the Bid shall be signed by the persons duly authorized by the body corporate with its common seal duly affixed. In case of a consortium, the Bid shall be signed by the person (s) so authorized by all consortium member and the Bid shall be affixed with the common seals of each member of the consortium.

3.1.4 The Bid shall contain the address, Tel. No. and e-mail id of the Bidder, for the purposes of serving notices required to be given to the Bidder in connection with the Bid.

3.1.5 The Bidder shall submit the Part-I which is a Technical Bid as per the form provided under **Annexure-1** and the same shall be enclosed in single sealed envelope superscribed as **“Part-I: Technical Offer for taking Premises on Lease Basis for Panipat Branch of ECGC Ltd”.**

The Bidder shall submit the Part-II which is Price/Commercial Bid as per the form provided under **Annexure – 3** and the same shall be enclosed in another sealed envelope superscribed as **“Part-II: Commercial Offer for taking Premises on Lease Basis for Panipat Branch of ECGC Ltd.”**

These two envelopes are to be duly sealed and placed inside a bigger sealed NON-WINDOW envelope super-scribed **‘Proposal for Taking Premises on lease basis for Panipat Branch of ECGC Ltd.’**

3.1.6 The Bid form and the documents attached to it shall not be detached from one another and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the forms or documents attached thereto. Any alterations or changes to the entries in the attached documents shall only be made by a separate covering letter otherwise it shall not be entertained for the Bidding process.

3.1.7 The Bidder, irrespective of its participation in the bidding process, shall treat the details of the documents as privileged, secret and confidential.

- 3.1.8** The Bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their Bid. All such Bids may be disqualified on this ground alone. The decision of ECGC shall be final and binding on the Bidder. The Bidder should ensure that ambiguous or unquantifiable costs/ amounts are not included in the Bid, which would disqualify the Bid.
- 3.1.9** Each Bidder can submit only one Technical and Financial Bid each for one premises but can submit different proposals for different properties under separate bids.
- 3.1.10** Partial Bids will not be accepted and shall stand rejected.
- 3.1.11** All rates and total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be accepted.
- 3.1.12** No questions or items in the annexures shall be left blank or unanswered. Where you have no details or answers to be provided a 'No' or 'Nil' or 'Not Applicable' statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
- 3.1.13** Bids not confirming to the requirement of the RFT may not be considered by ECGC. However, ECGC reserves the right at any time to waive any of the requirements of the RFT.
- 3.1.14** Bids must be received by ECGC at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- 3.1.15** ECGC is not responsible for non-receipt of bids within the specified date due to any reason including postal delays or holidays.

- 3.1.16** Any Bid received after the deadline for submission of Bids prescribed, will be rejected and subsequently destroyed. No Bids shall be returned.
- 3.1.17** ECGC may, at its discretion, extend the deadline for submission of Bids by amending the appropriate terms and conditions in the Bid Document, in which case, all rights and obligations of ECGC and Bidders previously subject to the deadline will thereafter be subject to the extended deadline, which would also be advised to all the interested Bidders on ECGC's website.
- 3.1.18** ECGC reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidder(s). All decisions taken by ECGC are binding and final.
- 3.1.19** ECGC reserves the right to verify the validity of bid information and reject any bid, where the contents are found incorrect whether partially or fully, at the time during the process of RFT or even after the award of the contract.
- 3.1.20** The bid is liable to be disqualified in the following cases:
- i. Bid not submitted in accordance with RFT and prescribed format;
 - ii. Bid received in incomplete format;
 - iii. Bid is not accompanied by all requisite documents or in format not approved by ECGC;
 - iv. Bid is received after the prescribed due date.
- 3.1.21** The bids once submitted cannot be modified or altered.
- 3.1.22** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and ECGC will in no case be

responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

3.1.23 All decisions taken by ECGC are binding and final.

3.2. Eligibility for Bidding:

The Eligibility criterion and other requirements is as per Annexure1.

3.3. Rights of ECGC:

- i. ECGC does not bind itself to accept the lowest quotation and reserves the right to reject any or all the quotations received, without assigning any reason whatsoever without incurring any liability to any of the affected bidder(s). ECGC also reserves the right to re-issue the Tender document.
- ii. While processing the Bids, ECGC further reserves the right to modify any requirement contained in the Tender Document without assigning any reason thereof.
- iii. In case, more than one company/firm/person bid at same price, their financial bids will be ranked based on their technical qualifications as deemed appropriate by ECGC.

3.4. Queries:

- i. The Bidder(s) having any doubt/ queries/ concerns with any clause of this document or selection process shall raise their concern within 10 days of release of RFT Document in the format annexed at Annexure – 2. ECGC will not be liable to accept or provide any explanation towards any doubt/ concerns beyond the deadline of 10 days from the release of RFT document.

- ii. All the queries shall be communicated only through the e-mail id provided, panipat@ecgc.in, in the format provided in Annexure - 2.
- iii. ECGC would issue clarifications/ amendments in writing via e-mail/website and the same will become part of RFT.

3.5. Bidding process

3.5.1. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Company and supporting documents and printed literature shall be submitted in English.

3.5.2. The Bid shall be signed by the Bidder or person or persons duly authorized to bind the Bidder to the Contract. The envelope shall be addressed to ECGC at the said address given in Section 1.2; The envelopes shall contain completely filled documents in the following order:

Envelop - 1

- (i) Annexure-1: Details of Property as per eligibility / qualification criteria along with evidences/supporting documents.
- (ii) Annexure – 4: Acknowledgment;
- (iii) Annexure 5 – Declaration;

Envelop -2

- (iv) Annexure – 3: Commercial Bid;
- (v) Annexure – 7: Bank Details.

3.5.3. All envelopes should indicate the name, address, e-mail ID and phone number of the Bidder on the cover.

3.5.4. If the envelope is not sealed and marked, ECGC will assume no responsibility for the Bid's misplacement or its premature opening.

3.5.5. Prices are to be quoted in Indian Rupees only in the format at Annexure – 3.

3.5.6. Prices quoted should be exclusive of all Central / State Government levies, taxes such as Service Tax / GST, etc.

3.6. Opening and evaluation of bids

3.6.1. Opening of Bids by ECGC

3.6.1.1. ECGC reserves the right to open the Bids soon after the cutoff time and date specified in the RFT.

3.6.1.2. ECGC will examine the Bids to determine whether they are complete, whether the required formats have been furnished, the documents have been properly signed, and that the Bids are generally in order.

3.6.1.3. Prior to the detailed evaluation, ECGC will determine the responsiveness of each Bid to the Bid Document. For purposes of these clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bid Document without any deviations.

3.6.1.4. Only those Bidders and Bids which have been found to be in conformity of the terms and conditions of RFT during the preliminary evaluation would be taken up by ECGC for further detailed evaluation.

3.6.1.5. Bidder(s) bidding in the process shall give as a part of the Bidding documents a statement on their letter head, as per the format provided under Annexure - 4, that they have no objection with any clause of the Tender Document.

- 3.6.1.6. No Bidder shall contact ECGC on any matter relating to its Bid, from the time of opening of Financial Bid till the time the Successful bidder is declared.
- 3.6.1.7. Any effort by a Bidder to influence ECGC in its decisions on Bid evaluation, bid comparison or contract award may result in the rejection of the Bidder's Bid and barring from any future RFTs / contracts / business with ECGC.

Section – 4

Award of Tender

The Bidder who qualifies the technical round and/ or fulfils all the technical criterion shall be eligible to participate in financial bid. The L- 1 bidder, i.e., the bidder who qualifies technical round and had quoted the lowest prices shall be selected. However, ECGC shall be under no obligation to accept the lowest or any bid received and shall be entitled to reject any or all bids without assigning any reason whatsoever. If required, the premises may be visited by ECGC officials to verify the technical credentials. ECGC will notify the successful Bidder in writing, by letter or by e-mail (Letter of Intent), that its Bid has been accepted. The notification of award will constitute the formation of the offer to contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within seven working days of receipt of the communication. In case, more than one firm bid at same price, their financial bids will be ranked based on their technical qualifications which shall be decided solely by ECGC. The successful Bidder will have to execute a Lease agreement within 30 (thirty) working days of the award of Contract, which will be valid for the tenure as mentioned in this RFT Document. The draft of the same is annexed herein below as Annexure – 6. ECGC reserves the right to alter / vary / amend / modify all or any of the terms set out in the said draft Lease Agreement before the same is signed.

Section – 5 (Annexures)

1. Annexure 1: Eligibility criterion and other requirements
2. Annexure 2: Queries
3. Annexure 3: Financial Bid Format
4. Annexure 4: Acknowledgement
5. Annexure 5: Declaration
6. Annexure 6: Lease Agreement Format
7. Annexure 7: Bank Details

Annexure – 1

Eligibility Criterion and Other Requirements

Following will be the conditions for participating in tender.

1. Eligibility of person/bidder:

- a. Legal owner/s of the premises shall be eligible. (i.e. person/s, company, HUF, etc.)
- b. Power of attorney holder shall be eligible.

No brokerage will be paid in any form by ECGC.

2. General requirements for office premises building, location, and similar aspects:

The General requirements are mentioned in 'Parameter Description' as stated in Clause 4 of this Annexure.

3. Lease Conditions:

- a. Lease period – 10 years
- b. Lock-in period – 3 years
- c. Notice Period- 6 months

4. Mandatory criteria:

- i) Area and Floor of office premises: 2500 sq. ft. to 3500 sq. ft. carpet area (Carpet Area for sake of consideration of property shall mean net usable area of a unit measured from the inside surface of perimeter wall to inside surface of opposite perimeter wall and excluding the area covered by the external walls, areas under services shafts and vertical penetrations of the floors for stairs, elevators and risers, any open terrace areas or refuge

areas or common lobbies), preferably in approximate square or rectangular shape. Larger area may be considered on the basis of cost / requirement, depending on the bid / value addition / unique propositions, if any. **Site Plan/Layout is to be submitted by the bidder**

- ii) The premises shall not be situated on the ground floor of the building.
- iii) The approach road to the offered premises should be minimum 20 feet wide.
- iv) Toilets / Provision for toilets: Provision for minimum two toilets (1 Gents and 1 Ladies) for dedicated use within the premises offered for lease is mandatory. **Layout plan of the property is to be submitted by the bidder**
- v) Barrier-free access for Divyangjan: The building must satisfy accessibility and barrier – free access guidelines as issued by the Government of India (<https://disabilityaffairs.gov.in> and / or <https://cpwd.gov.in>). **Photographs are to be submitted by the bidder**
- vi) Fire, Safety, Municipal, Local, State Government, Central Government and Quasi Government / Regulatory / Statutory Compliances. **Valid certificate from Fire & Safety Authorities is to be submitted by the bidder**
- vii) Clear, unencumbered title and possession of premises to be available to the owner, and right of way to properly access the premises, access to roof / parapet (if applicable) and ducts for network connectivity installations, permissions for installation of AC units, water supply, electricity, etc. **Copy of ownership document, mortgage, if property is mortgaged. A certificate**

from an Advocate/ CA showing that the premises are free from encumbrances should be provided.

viii) Three-phase commercial power supply with at least 15 KW load. **Documentary proof to be submitted by the bidder.**

ix) 24 hours water supply should be available.

x) Documentary Proof of Ownership: Bid shall be submitted in the prescribed format only from the owner/power of attorney (POA) holders of the Premises along with documentary proof of ownership like Sale Deed, etc. with copy of POA (if applicable), GSTIN (if any), PAN needs to be submitted.

Note: The owner should have a No-Objection Certificate (NOC) from the concerned Society to let out the premises on rent to the Company. In the event of the premises under consideration being mortgaged to any financial institution, a declaration has to be provided by the owner of the premises to deposit the rent amount directly in to the loan account with the consent of the mortgagee, if applicable.

PoA/Ownership Documents to be submitted by the bidder

xi) The building in which premises is located shall have the provision for installation of MPLS or such other alternative communication device on the terrace / parapet of the building at no extra cost/charges.

xii) The premises shall have provision for installation of ACs including designated space outdoor unit. No extra rent/amount shall be paid for this space

xiii) The premises should be having separate sub-meters installed for electricity bill payment.

- xiv) The building in which the offered premises is located should not contain any liquor shop, bar, or similar establishment operating within the building premises.

5. Score card:

The following is the scoring methodology which shall be followed for evaluating the tender responses:

Sr. No.	Parameter Description	Maximum Marks	Criteria / Marks Break-up (Evidence to be submitted mandatorily)	Response by Bidder	Document to be submitted, if any
1	Distance from current office	10	Within 1 km – 10 marks > 1 km up to 1.5 km – 7 marks > 1.5 km up to 3.0 km – 5 marks > 3.0 km up to 5.0 km – 3 marks > 5.0 km- Disqualified		Google Map Location to be shared
2	Age of building	10	Zero to 5 years – 10 marks For every year or part of year greater than 5 years, one mark shall be deducted. Building older than 10 years – Disqualified from bidding. Building not well-maintained, clean, hygienic, and has termite infestation or similar		

			pest issues- Disqualified from bidding. Building should ideally be occupied by corporate clients / PSUs / Banks / Financial Institutions.		
3	Lifts	10	2 lifts, simultaneously available, capacity 10 or greater than 10, fully enclosed – 10 marks 1 lift, capacity between 5 and 10, fully enclosed – 8 marks No lift – Disqualified		Photographs
4	Dedicated parking provided by the bidder at no extra cost	10	4 or more parking for four-wheeler and 4 or more parking for two-wheeler – 10 marks 3 parking for four-wheeler and 3 and more parking for two-wheeler – 8 marks 2 parking for four-wheeler and 2 and more parking for two-wheeler – 6 marks 1 parking for four-wheeler and 2 and more parking for two-wheeler – 4 marks		Photographs

			No car parking – Disqualified		
5	Generator backup for common areas	10	Greater than 8 hours – 10 marks Greater than 4 hours but less than 8 hours – 7 marks Greater than 1 hour but less than 4 hours – 3 marks Less than one hour – zero marks		
6	Security Services in Building	10	(i) Functional CCTV, (ii) Access control system for entry in the building, (iii) lobby / reception with manual or computerized desk for visitor registration and control, (iv) secure lift, (v) security guard at each entry All (i) to (v) above- 10 marks Any 3 of (i) to (iv) above and (v) – 8 marks Any 2 of (i) to (iv) above and (v) – 6 marks Any 1 of (i) to (iv) and (v) above – 4 marks		

			Only (v) above – 2 marks No security services – zero marks		
7	Evaluation of surrounding, existing occupants (banks / PSUs / corporate clients / Financial Institutions), etc.	10	(i) Banks, insurance companies or other financial institutions (ii) Central/State/Local Government Offices (i)- 10 marks Only (ii)- 5 marks None of the above - 0 marks		
8	Physical verification of all of the above as well as other features / fixtures / location / cabling / infrastructure, floor orientation, preferential access to	30	The Physical Verification / Visit and Evaluation Committee shall decide the overall marking after visit to and evaluation of all premises. Note: Any furniture, fixtures, cabling, features etc. which are already part of the premises, have to be as per ECGC requirements. Further, ECGC shall reserve the right to make appropriate changes without incurring		

	common areas, etc. as per ECGC's discretion Officials.		any liability as to restoration of the same to condition as prevailed prior to occupation of premises. ECGC envisages a bare-shell premises which shall be built up by ECGC as per its requirements / plan.		
	Grand Total	100			

- Bidders scoring more than 70 out of 100 shall be considered as qualified at this stage of the tender.
- Commercial bids of bidders who have qualified as per scorecard above shall be opened for further processing.

IMPORTANT:

- The bidders are expected to provide a write-up including the above, with supporting documents, evidences, and any other salient points, unique propositions, value additions, location descriptions, pictures, etc. This shall act as a profile of the premises being offered, and shall form an input for the Committee during its evaluation, and therefore it is expected that this document shall be comprehensive in nature.
- Carpet area measurements: The carpet area measurements shall be the area of the premises which is covered but excluding the following:
 - Wall and columns
 - Portico/canopy
 - Sanitary shafts/toilets

- d) Stair cases
 - e) Bon Louvre
 - f) Lift walls
 - g) Air conditioning ducts
 - h) Balcony
 - i) Portion below the window sills
 - j) Lofts
 - k) Parking space whether covered or not
 - l) Open Terrace
- c. A bidder may submit more than one valid bid for multiple premises, in separate and independent envelopes, but only one valid bid per premises per Bidder shall be allowed. Bidder must provide exact postal address so that uniqueness of valid bids can be determined. Multiple bids for same premises from same Bidder shall result in immediate disqualification of the Bidder from the bidding process with regard to that premises.
- d. Successful bidder shall undertake timely repairs and maintenance of the premise as well as coloring/ whitewash of the premises once is 3 years, at his own cost.

Queries Format

Sr No	Bidder Name	Page No. (tender Ref)	Clause (tender Ref)	Description in the tender (tender Ref)	Query
1					
2					

Note: The queries may be communicated only to the e-mail id **panipat@ecgc.in.** Responses of queries will be uploaded on ECGC website or e-mailed to concerned bidder. No queries will be accepted on telephone or through any means other than e-mail. The queries shall be sent in .xls/.xlsx format in the above mentioned proforma.

Price / Financial Bid Format

PRICE/COMMERCIAL BID FOR Leasing of Premises for ECGC Panipat Branch(Must be submitted in the **sealed envelope** as mentioned above)

NAME OF THE OWNER/POWER OF ATTORNEY HOLDER:

ADDRESS:

CONTACT PERSON: _____

PHONE NUMBER: _____

EMAIL: _____

WEB SITE: _____

We submit our Price/commercial bid () for the proposed assignment as under:

Sr. No.	Description	Amount in INR
1.	<Name and address of Premises> - <carpet area in square feet> Per Square Feet Per Month Rate (In case of Quarterly / Half-Yearly / Annual or any other frequency, kindly specify)	

2.	Security Deposit																															
3.	Total recurring lease amount per year for first year (excluding taxes)																															
4.	Any other charges not included in Lease Amount (maintenance, cable laying / roof access, equipment installation, society charges, parking charges, lift / common area charges, etc.)																															
5.	Total Lease and other charges for first year (3 + 4)																															
7.	Projection of Total Lease Amount for subsequent years (in case of increase in rent amount, kindly specify the increase expected, and fill in increased amount): <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Year</th> <th>Amount in INR</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Second</td> <td></td> </tr> <tr> <td>2</td> <td>Third</td> <td></td> </tr> <tr> <td>3</td> <td>Fourth</td> <td></td> </tr> <tr> <td>4</td> <td>Fifth</td> <td></td> </tr> <tr> <td>5</td> <td>Sixth</td> <td></td> </tr> <tr> <td>6</td> <td>Seventh</td> <td></td> </tr> <tr> <td>7</td> <td>Eighth</td> <td></td> </tr> <tr> <td>8</td> <td>Ninth</td> <td></td> </tr> <tr> <td>9</td> <td>Tenth</td> <td></td> </tr> </tbody> </table>	Sr. No.	Year	Amount in INR	1	Second		2	Third		3	Fourth		4	Fifth		5	Sixth		6	Seventh		7	Eighth		8	Ninth		9	Tenth		
Sr. No.	Year	Amount in INR																														
1	Second																															
2	Third																															
3	Fourth																															
4	Fifth																															
5	Sixth																															
6	Seventh																															
7	Eighth																															
8	Ninth																															
9	Tenth																															

Terms and Conditions:

1) The amount shall be exclusive of any taxes applicable.

- 2) ECGC will deduct tax (TDS) while releasing payment, if applicable as per the provisions of Income Tax Act, and all other applicable taxes, levies, cess etc.
- 3) ECGC reserves the right to negotiate with the successful bidder.
- 4) Fee should be quoted in INR and in two decimal points only.

Signature of the Authorized Signatory

Name:

Designation:

Contact no. (Mobile):

Email Id:

Acknowledgement

Date:

To,

Branch Manager

ECGC Limited,

Panipat Branch,

1st Floor, Malik Plaza,

G T Road,

Panipat 132103

HARYANA State.

Dear Sir/Madam,

Subject: Response to the Request for Tender for “Leasing of Premises for ECGC Panipat Branch”

1. Having examined the Request for Tender Document including Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the premises on lease to ECGC in accordance with the requirements as stated in the RFT Document within the cost stated in the Bid.
2. That the Commercial premises and the land on which the same is constructed has clear marketable title and the same is free from all encumbrances, charges, court cases, litigation and is free from any kind of dispute of any nature, whatsoever.
3. I/ we will furnish no dues certificate/NOC from the

concerned Society, for which the entire payment will be made by me/us.

4. If our Bid is accepted, we undertake to abide by all terms and conditions of this RFT.
5. We certify that we have provided all the information as requested by ECGC in the prescribed format.
6. We also understand that ECGC has the right to reject this Bid if ECGC finds that the required information is not provided or is provided in a different format not suitable for evaluation process for any other reason as it deems fit. ECGC's decision shall be final and binding on us.
7. We agree that ECGC reserves the right to amend, rescind or reissue this RFT Document and all amendments any time during the tendering process.
8. We agree that we have no objection with any of the clauses and bidding process of this Tender Document and a copy of entire tender document duly signed and stamped on each page as a token of acceptance is attached.

.....

Name & Signature of the authorized Signatory

Name:

Contact No (Mobile):

Email ID:

Correspondence Address

घोषणा

Declaration

मैं/हम कहते हैं कि उपर्युक्त जानकारी हमारी सर्वोत्तम जानकारी के अनुसार सत्य और सही है

I / We state that the above-mentioned information is true and correct to the best of our knowledge.

हम इसके द्वारा सहमत हैं और वचन देते हैं कि हमने अपने प्रस्ताव/बोली के प्रसंस्करण और/या अनुमोदन में शामिल ईसीजीसी के किसी भी कर्मचारी को सीधे या किसी अन्य व्यक्ति या फर्म के माध्यम से कोई पेशकश, वादा या दिया नहीं है और न ही हम कोई प्रस्ताव, वादा या देंगे। हमारे प्रस्ताव/बोली के प्रसंस्करण और/या अनुमोदन से पहले या उसके दौरान या बाद में, किसी भी तीसरे व्यक्ति को किसी भी सामग्री या किसी अन्य लाभ के लिए, जिसका वह कानूनी रूप से हकदार नहीं है, किसी भी प्रकार का विनिमय लाभ प्राप्त करने के लिए।

We hereby agree and undertake that we have not directly or through any other person or firm offered, promised or given nor shall we offer, promise or give, to any employee of ECGC involved in the processing and/or approval of our proposal/bid or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in exchange advantage of any kind whatsoever, before or during or after the processing and/or approval of our proposal/bid."

स्थान :

Place: Panipat

मुहर सहित हस्ताक्षर

Signature with Seal

दिनांक /Date:

DRAFT LEASE DEED

LEASE DEED

THIS LEASE DEED (the “**Deed**”) made at _____ on this ____ day of _____, 20__

BETWEEN

_____, represented by its _____, aged ____ years, having _____ its _____ registered _____ Office 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 executors, administrator, permitted assignees, legal representative etc. of the ONE PART

AND

ECGC LIMITED , a Company incorporated under the provisions of the Companies Act, 1956 and validly existing under Companies Act, 2013, having its registered office at ECGC Bhawan, CTS No.393, 393/1 to 45, M.V Road, Andheri East, Mumbai – 400069 and represented by its authorized signatory, _____, Deputy General Manager and Regional Manager, hereinafter 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 permitted assigns) of the OTHER PART;

The Lessor and Lessee shall individually be referred to as a “**Party**” and together as the “**Parties**”.

WHEREAS:

- A. The Lessor is the absolute owner and is seized, possessed of and well and sufficiently entitled to use and occupy the commercial premises _____ on _____ the

_____ (hereinafter collectively referred to as the “**Leased Premises**” as more particularly described in the **First Schedule** hereunder written);

- B. The Lessor has represented that there are no other charges, encumbrances, mortgages, lien, attachments, charges of any kind, demand, claims, legal proceedings, acquisition proceedings or *lis pendens*, or any third party right, interest, claim or demand whatsoever in respect to the Leased Premises;

- C. The Parties are desirous of recording the terms in the manner, hereafter appearing.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND CONFIRMED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. The recitals shall form an integral part of this Deed.

2. LEASE

At the request of the Lessee and subject to the rent and the terms and conditions and covenants hereinafter contained on the part of the Lessee, to be paid observed and performed by the Parties, the Lessor hereby grants to the Lessee, the Leased Premises on the

_____(hereinafter collectively referred to as the “**Leased Premises**” as more particularly described in the **First Schedule** hereunder written), as an office, on a lease basis for a period of _____() years/months , in accordance with the terms and conditions set out hereinafter, (hereinafter referred to as “**Lease**”). It being the express intention of the Parties that the Lease hereby granted by the Lessor to the Lessee shall be to use the Leased Premises for their office use and no other purposes.

3. LEASE PERIOD AND LEASE COMMENCEMENT DATE

Subject to the terms of this Lease Deed, the Lease is hereby granted for a period of _____() years/months commencing with effect from _____(“**Lease Commencement Date**”) and expiring on _____(both days inclusive) (hereinafter referred to as the “**Lease Period**”).

4. LEASE RENT

- (a) In consideration of the Lease hereby granted by the LESSORS in favour of the LESSEE, the LESSEE shall pay to the LESSORS,

_____The LESSEE & LESSORS have consented to the enhancement in rent @ _____ of the rent last paid on completion of every year from the date of agreement. Accordingly, the Lessee shall pay Lease Rent to the Lessor as set out in the Second Schedule here underwritten:

Lease Term (Years)	Lease Rent (Rs. /Month)

The Lease Rent shall be subject to deduction of tax at source by the Lessee under the Income Tax Act 1961 or any applicable law for the Leased Premises.

- (b) The Lease Rent is inclusive of all present and future, municipal taxes, charges, levies, property tax, charges for electricity towards common area lighting, elevators. The Lessor agrees and undertakes to bear and pay the same as and when the same becomes due and payable.

- (c) Upon receipt of an invoice in respect thereof, the Lessee shall pay to the Lessor from the Lease Rent Commencement Date, the Lease Rent in advance by the _____ day of each English calendar month ("**Due Date**"), by Electronic Transfer/RTGS/NEFT (direct credit) to bank account no- _____.
- (d) It is expressly agreed by and between the Parties hereto that the Lease Rent payable by the Lessee to the Lessor in respect of use of the Leased Premises, shall for all purposes be deemed to be fair, reasonable and standard rent and the Lessee shall not, under any circumstances, challenge the same in any court of law or any other authority or tribunal or forum as not being fair Lease Rent in respect of the use of the Leased Premises.

5. SECURITY DEPOSIT

- (a) The Lessee vide cheque No. _____ dated _____ for Rs. _____/- has deposited a total sum of Rs. _____. and shall keep the same deposited during the tenure of the Lease, in order to secure due observance and performance of the terms and conditions of this Deed (hereinafter referred to as "**Security Deposit**"). The Lessee agrees and acknowledges that the Security Deposit shall remain deposited with the Lessor during the Lease Period and will be refunded by the Lessor to the Lessee upon termination or earlier determination of this Deed in the manner set out hereinafter.
- On the expiry or sooner determination of the Deed as aforesaid, the Lessee shall leave and vacate the Leased Premises by removing itself, its officers, employees and servants and also all its or their belongings, chattels, articles or things, moveable furniture, removable items, installations etc. save and except the fittings provided by the Lessor and annexed hereto as **Annexure "A"** and handover the keys thereof to the Lessor simultaneously against the Lessor refunding to the Lessee the Security Deposit (without any

interest) by Electronic Transfer/RTGS/NEFT to the bank account as informed by the Lessee.

- (b) If the Lessor fails to refund the Security Deposit or any part thereof for any reason, to the Lessee on the expiry or sooner determination or termination of the Lease hereby granted, despite the Lessee being ready and willing to vacate and handover keys of the Leased Premises to the Lessor, then, without prejudice to any other rights and remedies available to the Lessee to claim refund of the Security Deposit amount, the Lessee shall have the following rights against the Lessor:
 - (i) The Lessee shall be entitled to continue to use the Leased Premises along with _____ Car Parking Slot and _____ 2-wheeler parking slots without payment of any Lease Rent under this Deed, whatsoever, which shall not be a violation of terms and shall not constitute default/trespass/unauthorized use by the Lessee under this Deed.
 - (ii) The Lessor shall pay interest on the Security Deposit amount at the rate of 8 % (Eight per cent) per annum from the date of expiry or sooner determination/termination of the Lease, until the date of payment of the Security Deposit to the Lessee. This is without prejudice to the right of the Lessee to undertake any recovery proceedings against the Lessors.
 - (iii) The Lessee shall have a lien on the Leased Premises to the extent of the Security Deposit and the interest payable thereon till date of payment to the Lessee.

6. TAXES

- (a) **Tax Deductible at Source (TDS):** The Lessor acknowledges that the Lessee shall deduct tax at source under the Income Tax Act, 1961 (as amended) in respect of the Lease Rent calculated in accordance with applicable law before payment

of the same to the Lessor. The Lessee shall provide TDS certificates to the Lessor in a timely manner to allow the Lessor to avail credit for the taxes deducted at source.

- (b) **GST** GST at the prevalent rate (as per applicable laws), if applicable to such monthly Lease Rent, shall also be borne and payable by the Lessee to the Lessor in addition to the monthly Lease Rent for the Leased Premises. The Lessor will raise invoice with all applicable GST on the 1st day of each English calendar month commencing from Lease Rent Commencement Date.

7. PARKING SPACES

The Lessor has at the request of the Lessee agreed to provide _____. The Lessee shall be permitted to utilize the Parking Spaces for the Lessee's management and employed staff, as it may deem fit, without any restrictions.

8. ELECTRICITY

- (i) The Lessor shall ensure that electricity of at least ____ KW is supplied to the Lessee in the Leased Premises from the Lease Commencement Date. The Lessor agrees and assures the Lessee, that it shall ensure provision of adequate electricity load. The actual cost of alternate electricity / usage charges shall be borne and paid by the Lessee. The Lessee shall bear and pay the electricity during the Lease Period and until the Lessee vacates and hands over the keys of the Leased Premises to the Lessor on the expiry or earlier determination of this Deed. The Lessee shall directly liaise with the utility company for any other additional load requirement. The cost and deposit for any additional power requirement have to be borne by the Lessee. The Lessor shall render full co-operation and support to the Lessee in obtaining such additional power requirement from the utility company. Any deposit paid to the electricity provider for additional load shall be refunded to the Lessee upon receipt of the same from the electricity provider after determination of this Deed.

- (ii) The Lessee shall obtain approval of the Lessor, which shall not be unreasonably withheld, to construct scaffolding at the Lessee's risk and option for carrying out fit out/interior work in the Leased Premises.
- (iii) The Lessee's contractors/ agents shall have the right to work at the Leased Premises to carry out the fit outs / interior work, subject to the rules and regulations laid down by the statutory/ municipal authorities/Building guidelines.

9. OBLIGATIONS OF THE LESSEE

During the Lease Period, the Lessee shall be responsible:

- (i) To bear and pay the electricity at actuals [in accordance with sub clause (iv) below] for the Leased Premises;
- (ii) To comply with all the applicable laws, rules and regulations for carrying out interior work in the Leased Premises including that of labour laws;
- (iii) Not to do or cause to be done anything which would/is likely to damage the structural stability of the building or any part thereof;
- (iv) With effect from the Lease Commencement Date, the Lessee shall be liable to pay, upon receipt of bills without any delay directly from the respective service providers/ utility companies, the following charges:
 - (a) Electricity charges as charged by service provider/ utility company to the Lessor for the Leased Premises at actuals based on the meter reading in accordance with the meter.

10. COVENANTS OF THE LESSEE

The Lessee hereby agrees, undertakes and covenants with the Lessor that the Lessee shall:

- (a) Pay regularly the Lease Rent and other amounts due and payable under these presents;
- (b) Not change, alter, or modify the walls and dado of the common areas of the building. However, the Lessee is permitted to carry additions and alterations, which are not in the nature of structural changes and permanent in nature. For carrying changes of temporary nature, approval will not be unreasonably withheld by the Lessor and will be provided within the agreed time of 7 (seven) working days;
- (c) Not to induct any third party, sublet or create any third party right in the Leased Premises or any part or portion thereof, and shall not transfer or assign the benefit of this Deed to any party or person.
- (d) On expiry or sooner determination of this Deed, the Lessee shall, simultaneously with the refund of the Security Deposit as specified in clause 5(b) hereunder and/or any other amounts due to the Lessee as set out herein, vacate and handover the Leased Premises to the Lessor in good order and condition save and except reasonable wear and tear and damage caused due to an Event of Force Majeure.
- (e) Not to keep or store, in or upon the Leased Premises or any part thereof, any goods of hazardous, inflammable, combustible or explosive nature or any other goods not permissible in law, unless permitted by the Lessor in writing;
- (f) Perform and observe strictly all applicable laws including without limitation to the applicable municipal corporation Act and rules and regulations framed there-under and bye-laws, rules and regulations that may be framed by the condominium / society, if any, formed by the Lessor, and which may for the time being, and from time to time be in force, are required to be observed and performed by the Lessee, as occupant of the Leased Premises. The Lessee will not do any act, deed, matter or thing whereby, directly or by reason whereof, the right of the Lessor is prejudicially affected or jeopardized; provided however, such provisions, rules, regulations or bye laws will not conflict with the Lessee's rights and obligations under this Deed;

- (g) To use the Leased Premises for office purposes only;
- (h) Lessee shall not, irrespective of any changes in applicable laws, claim creation of or accrual of tenancy rights in its favour pursuant to this Deed in, over or upon the Leased Premises or any part or parts thereof, including on account of any change in law or otherwise;
- (i) The Lessee shall not claim any protection under the applicable rent control act or any of its statutory modification;
- (j) The Lessee further confirms that the rights between the Lessor and the Lessee are purely in the nature of limited authority to the Lessee to enter into and use and occupy the Leased Premises for temporary period, under and in accordance with this Deed, and the same does not constitute, amount or be deemed, or shall be claimed to be any tenancy or lease or as transferring any interest therein whatsoever, in favor of the Lessee.

11. **AMENITIES**

The Lessor shall provide the following amenities for 24 (twenty-four) hours a day and 7 (seven) days a week, to the Lessee for full use and enjoyment of the Leased Premises during the Lease Period as stipulated in this Deed:

- (a) **Lift facility:** The Lessor shall provide non-exclusive use of elevators, having a capacity of _____()persons each.
- (b) The provision of an adequate Cleaning and Maintenance service for reputable office buildings for common areas and lifts.

- (c) **Common Area Facility:** The Lessor shall maintain in good order and condition all common area facilities including lighting and cleanliness of the building.
- (d) **Parking Spaces:** During the existence of this Deed/Lease Period, the Lessor shall provide the Parking Spaces, exclusively to the Lessee, at no extra cost.
- (e) **Fire Alarm Systems:** The Lessor shall if required by the Lessee allow the Lessee to install adequate fire alarm systems in their Leased Premises at the cost of the Lessee.
- (f) **Internal Telephone Network:** Lessee shall have the right to install conduit within the riser space of the building, for items including but not limited to cabling, wiring, fiber optics, electrical and generator cabling.
- (g) **Electricity:** The Lessor shall ensure and provide adequate and sufficient electricity supply to the Leased Premises to enable the Lessee to conduct its business activities.
- (h) **Potable Water:** The Lessor covenants and agrees to provide potable water, which means tap water in the Leased Premises.
- (i) **Raw Power:** The tapping points for taking electrical Raw / power supply shall be provided by the Lessor at the said Basement / meter room. Lessee shall inform total electrical load requirement for the Leased Premises.
- (j) **Power Back-up:** Lessee shall inform the Lessor and obtain minimum energy power required for the power backup. On approval of required supply, the cabling work along with sub-meter for both Raw & back up power supply, Lessee shall be entitled to undertake the work at their cost.
- (k) The Lessor shall ensure that adequate electricity and water is supplied to the Lessee in the Leased Premises. The Lessor shall not be liable for failure to ensure electricity and water

supply to the Leased Premises, if utility companies do not provide the same to the Lessor, for reasons not attributable to any act or omission on part of the Lessor. Provided, however, that in such event the Lessor shall endeavor to make alternate arrangements to ensure continuous electricity and water supply to the Leased Premises is not affected at any time during the Lease Period.

12. REPRESENTATIONS AND COVENANTS OF THE LESSOR

The Lessor hereby represents agrees, undertakes and covenants that:

- (a) The Lessor (i) is sole and absolute owner and is seized and possessed of and is well and sufficiently entitled to the Leased Premises and agrees to provide to the Lessee the documents set out in **Annexure- B**. (ii) has valid title and registered ownership rights to the Leased Premises; (iii) enjoys uninterrupted, quiet, peaceful, physical, vacant and legal possession of the Leased Premises without any interference whatsoever; and (iv) holds charge, possession, rights, title and ownership in respect of the Building and the Leased Premises is clear and free from all kinds of claims, right, encumbrances of any nature whatsoever. The Lessor covenants that save and except as disclosed above, no mortgage, lien, charge or other encumbrance created or existing on the building impedes the Lessor's right to grant lease in respect of the Leased Premises to the Lessee and shall not cause any hindrance to Lessee's quiet and peaceful use, occupation and charge of the Leased Premises during the Lease Period;
- (b) There is no impediment on account whereof the Lessor is in any manner, prevented from giving the Leased Premises on lease basis in the manner herein provided;
- (c) There are presently no claim, action, litigation, arbitration, garnishee or other proceedings pending against the Lessor relating to the Leased Premises or any part thereof or the transactions contemplated hereby and there is presently no claim, governmental investigation, or threatened litigation or arbitration proceedings relating to the Leased Premises, to which the Lessor is a party;

- (d) The Lessor has not received any notice of violation of law or municipal ordinance, order or requirement having jurisdiction, or affecting the Leased Premises at the date hereof and agrees to maintain all approvals and permissions in relation to the Leased Premises;
- (e) The Lessee shall be entitled to show the Leased Premises as its registered branch office for the period during which the Lessee is in use and occupation of the Leased Premises;
- (f) There are neither leases, nor other agreements permitting, nor has the Lessor entered into any course of conduct which would permit any person or entity to occupy any portion of the Leased Premises or otherwise affecting any part thereof;
- (g) The Lessor does not have any liability or any outstanding dues for any taxes, relating to property or otherwise, or any interest or penalty in respect thereof, of any nature that may be assessed against the Lessee or become a lien against the Leased Premises; The Lessor shall pay all municipal taxes and outgoings during the entire period of the Lease and shall indemnify the Lessee of and from the same.
- (h) The Lessee paying the Lease Rent hereby reserved, performing and observing all the stipulations herein contained, and on its part to be performed, shall, during the Lease Period, peacefully use, occupy and enjoy the Leased Premises on 24 (twenty four) hours a day/ 7 (seven) days a week basis (subject to applicable laws) without any interruption, claim or demand by the Lessor or any person(s) including but not limited to the Bank lawfully claiming under or in trust for it in any other manner howsoever. For the purposes hereof, a “**person**” shall mean any entity, corporation, company, association, joint venture, joint stock company, partnership, individual (including personal representatives, executors and heirs of a deceased individual), trustee, trust, organization, receiver or liquidator;
- (i) The Lessor shall ensure to the Lessee, unlimited access to the Leased Premises at all times, on all days including Sundays and other public holidays. The Lessee will also have access to

the alternate entrance in case of any emergency and as per all Building safety norms;

- (j) The structural elements of the Leased Premises including, but not limited to, the exterior walls, roof, corridors, load bearing walls, plumbing, piping and foundation are sound and in good working order, condition and repair and free of deferred maintenance issues and the Lessor agrees and undertakes that it shall, at its cost, carry out all major or structural repairs, as and when required, to the Building, and external repairs to the Leased Premises or any part thereof;
- (k) During the Leased Period, the Lessor shall, at its own cost and expense, insure and keep insured the Building including where the Leased Premises is situated, with a duly approved insurance company against any damage or any loss against all usual risks including any damage caused by reason of fire, tempest, earthquake, flood, typhoon, hurricane, storm, cyclone, explosion, riots or other perils to the Building and shall make timely payment of all insurance premiums as required;
- (l) The Lessee shall be free to install telephone lines having ISD/STD facilities; domestic or electrical appliances; fixtures and fittings, including cables, lights, internet, cable TV, any other amenity/facility etc.; and other similar equipment in the Leased Premises. All installation and maintenance cost in this regard shall be borne and paid by the Lessee. The Lessee shall be responsible for payment of all telephone bills. The Lessee shall be free to transfer its telephone lines on expiration or earlier determination of this Deed, either by efflux of time or otherwise;
- (m) The Lessor shall not hold the Lessee responsible for any loss or damage that may be suffered by the Lessor as a result of a material breach by the Lessor of any of the provisions contained in this Deed or any applicable laws to be observed or performed, or, otherwise due to any act or conduct of the Lessor, its staff, employees, servants, agents;
- (n) The Lessor has and shall throughout the Lease Period pay all dues, outgoings, rates, charges, taxes, interest or penalty in

relation to the Leased Premises to ensure that the Lessee's quiet and peaceful use and occupation of the Leased Premises is not in any manner jeopardized;

- (o) The Lessor has full right and absolute authority to execute this Deed and grant the Leased Premises to the Lessee for use of its office.

13. SALE/ TRANSFER OF THE PREMISES

- (a) The Lessor shall be entitled to create third party rights by way of mortgage, charge, lien, encumbrance, sell, transfer, surrender or otherwise dispose of the Leased Premises or any part thereof (the "**Intended Transfer**"), to any person, firm, company, bank, financial institute provided that such Intended Transfer of the Leased Premises shall not affect in any way whatsoever, the rights of the Lessee under this Deed including the Lessee's right to peacefully enjoy the use and occupation of the Leased Premises. The Lessor shall bring this Deed and any related agreement, or any amendment or addendum thereto, to the attention of any prospective purchaser or mortgagee or assignee. The Lessor shall also pay and/or transfer the full Security Deposit, to the new owner/s who shall agree, undertake and acknowledge to the Lessee that he/she/it shall be liable to the Lessee for the refund of the Security Deposit in accordance with the terms, of this Deed. The Lessor shall ensure that any such Intended Transfer shall be subject to provision of this Deed and the rights of the Lessee under this Deed and the Lessor shall ensure that the prospective transferee/assignee confirms, under a tripartite agreement/letter executed between the transferee/assignee, Lessor and Lessee, the attornment of the rights and obligations of the Lessor under the Deeds to the prospective transferee/assignee.
- (b) In such event, the Lessor shall at the request of the Lessee enter into Tripartite Deed recording all the terms agreed upon and have the same registered with the office of the concerned Sub-Registrar. Stamp Duty and Registration charges shall be borne and paid by the Lessor or the prospective transferee/assignee.

14. ACCESS TO LESSOR

The Lessor and its duly authorized agents and representatives shall be entitled to enter upon the Leased Premises during normal office hours in order to view, survey and examine the state and condition of the Leased Premises, or for the purpose of carrying out any repairs as may be required by the authorities concerned, after giving at least (24) (twenty-four) hour's prior notice in writing to the Lessee. The Lessor shall ensure that their agents or representatives comply and conform to the security and/or access procedures of the Lessee.

15. SECURITY OF THE LEASED PREMISES

The original keys to the main entrance door of the Leased Premises shall always remain with the Lessor. A duplicate set of keys shall be handed over by the Lessor to the Lessee for the Lessee's convenience. If the Lessee wishes to change the existing lock, the Lessee may do so, and give a set of changed lock keys to the Lessor. The Lessee shall be entitled to put additional device for security purpose. Moreover, the Lessee may, if it desires, provide its own security guards or watchman for the Leased Premises. The Lessee may, if it so desires, insure its own goods and properties, lying and being in the Leased Premises, at its own costs and expenses.

16. NOC/ CONSENT BY THE LESSOR

- (a) The Lessor shall provide its necessary NOC/ consent to the Lessee for carrying out fit-out/ interior work in the Leased Premises within ___days from the date of receipt of all relevant papers as would be required for such NOC/consent from the Lessee.
- (b) The Lessor has agreed to provide NOC's/ consents to enable the Lessee to obtain electricity, telephone, fax, internet and email connections in Lessee's name only for the sake of convenience. The Lessee undertakes not to use such bills or invoices issued by such Service Provider/ utility companies to claim protection as tenant or otherwise under the law.

17. TERMINATION

- (a) Either Party can terminate this Deed by giving _____ advance written termination notice to the Other Party.
- (b) This lease deed can be terminated by the Lessor if (i) in the event of the Lessee committing material breach of any of the terms of this Deed and such breach remains un-remedied for a period of 30 (thirty) days from the date of notice to that effect issued by the Lessor in writing or (ii) the Lessee defaulting in payment of the Lease Rent or any part thereof or any other outgoings agreed to be paid by the Lessee separately or under this Deed consecutively for more than 3 months.
- (c) By Lessee (i) on account of a material breach of the terms and conditions of this Deed by the Lessor, and such breach remains un-remedied for a period 30 (thirty) days from the date of notice to that effect issued by the Lessee in writing or (ii) in the case of an Event of Force Majeure rendering the Premises unfit for use (iii) insolvency proceedings being initiated against the Lessor and has not been closed within 90 (ninety) days from such initiation or any event has occurred that has rendered the Lessor insolvent.

18. CONSEQUENCES OF TERMINATION

On expiry or termination/ determination of this Deed following events shall follow:

- (a) Subject to the Permitted Deductions and adjustments to be made in accordance with this Deed, the Lessor shall refund the Security Deposit, simultaneously with the Lessee vacating and handing back the Leased Premises to the Lessor in good order and condition (normal wear and tear excepted) together with keys of the Leased Premises.
- (b) The Lessee will always have the uninterrupted right to remove its furniture and fixtures installed or any other property belonging to the Lessee and lying in the Leased Premises within the notice period, without any interruption or denial by the

Lessor, its employees, agents or any other person in charge of the Leased Premises;

- (c) On the expiry or earlier determination of the Lease hereby granted, the Lessee shall, simultaneously against the Lessor refunding the Security Deposit by Electronic Transfer/RTGS/NEFT to the Lessee, remove itself, its servants, agents, articles, moveable furniture, items, installations, and their belongings from the Leased Premises save and except the fittings provided by the Lessor and annexed hereto as Annexure "A" and handover the vacant Leased Premises together with its keys to the Lessor, in good order and condition (subject to reasonable wear and tear). The Lessee shall ensure that no harm or damage is caused to the Leased Premises and its fittings provided by the Lessor and annexed hereto as Annexure "A" during the Lease Period or at the time of vacating the Leased Premises.

19. COMPULSORY ACQUISITION

If, during the Lease Period, the Leased Premises or any part thereof, is compulsorily acquired or requisitioned by the Central or State Government, or by any Government body or local or statutory authority, under any law for the time being in force, and the Lessee, pursuant thereto, is required to remove itself, its officers, executives, employees, and staffs from the Leased Premises, then, and in such event the Lessor shall call upon the Lessee in writing to quit and/or vacate and/or remove itself from the Leased Premises, within ____ months or such period as may be mutually agreed in writing between the Parties, which the Lessee will do against simultaneous refund of any unadjusted gross advance Lease Rent and Security Deposit and and/or any other amount owed to the Lessee by the Lessor under this Deed by Electronic Transfer/RTGS/NEFT and the Lessee will pay the electricity and charges for the last month of use and occupation of the Leased Premises [based on an average of last 3 (three) months electricity.

20. FORCE MAJEURE

If at any time during the term of the Lease Period, the Leased Premises or any part thereof is destroyed or damaged by tempest,

earthquake, flood, enemy war, insurrection or riots, pandemic, civil commotion, Act of God or other irresistible force or due to any terrorist activity (each such event is hereinafter referred to as an **“Event of Force Majeure”**) so as the Leased Premises is rendered unfit for occupation and use as contemplated hereby due to any cause not attributable, directly or indirectly, to the Lessee or the Lessor, then in that event, the Lessee has the option to require that the payment of the Lease Rent to the Lessor be suspended until the Leased Premises is again rendered fit for use by the Lessee as contemplated hereby. Each of the Parties agree to give written notice forthwith to the other Party, upon becoming aware of an Event of Force Majeure that prevents such Party from performing its obligations under this Deed, which notice shall contain details of the circumstances giving rise to the Event of Force Majeure. Whenever an Event of Force Majeure causes the Lessor to allocate limited resources between or among Lessor's other Lessees, the Lessee shall receive no less priority in respect of such allocation as any of the Lessor's other Lessees in the Building. In case of Events of Force Majeure, the Lessor and the Lessee shall be responsible for their respective obligations to mitigate the effects of such circumstances as is commercially possible. The Lessor shall, within a reasonable period at its own costs and expense, restore and reinstate the Leased Premises so as to render the same fit for use and occupation by the Lessee for the purpose and in accordance with the terms of this Deed. In case of an Event of Force Majeure, either Party shall have the option to terminate and cancel this Deed by giving to the other Party, 15 days' notice in writing, and in such event, the Lessor shall refund to the Lessee, by Electronic Transfer/RTGS/NEFT, the amount of advance Lease Rent, to the extent of the period of non-use, Security Deposit and/or any other amounts due to the Lessee against the Lessee. The Lessee shall have no right to claim any loss or damages arising out of an Event of Force Majeure against the Lessor.

21. SIGNAGES

- (a) The Lessee shall be entitled to affix its signage's outside the Leased Premises and the respective floor lift lobby at a place designated by the Lessor for other Lessees in the Building.

- (b) The Lessor shall allow the Lessee in future to have its name / signage on the common directory at the ground floor as and when the same is allowed to the other Lessees of the Building.
- (c) The Lessee will not be liable to pay any additional charges / costs in respect of signage's to the Lessor except for any tax, fee, charge, etc. which may be levied by the appropriate authority, if any.

22. ASSIGNMENT

The Lessee is not entitled to and shall not purport to sub-lease, assign or otherwise transfer the same or transfer the benefit of this Deed to any person or party, or allow any other party to use the Leased Premises exclusively or jointly with the Lessee, without the prior written consent of the Lessor and except in favour of the subsidiaries or associate entities of the Lessee.

23. INDEMNITY

Each Party shall fully indemnify and keep indemnified the other from and against all direct claims, actions, liabilities, losses, damages, injuries, costs and expenses (including reasonable attorneys' fees) in connection with any third-party claims resulting from, arising out of, or in any way connected with:

- (i) any breach of this Deed;
- (ii) the negligent or willful acts or omissions of such Party, its agents, servants, employees or sub-contractors; or
- (iii) any representation or warranty given by either party being found to be false or misleading.

24. COST

Each Party shall bear equal charges and fees (including legal fees) incurred in the course of preparation and finalization of this Deed.

25. NOTICE

Any notice required to be served herein shall be in writing, and shall be sufficiently served:

- (a) In case of the Lessor, if sent to it by courier, Speed Post acknowledgement due, or by hand delivery or by email to the email address specified below (provided that in case of delivery by email, the email shall be followed by dispatch by hand-delivery with acknowledgement taken and/ or Speed Post), at the following address (unless change of address has been duly notified in writing to the Lessee);

Attn to:

Email:

- (b) In case of the Lessee, if sent to it by courier, Speed Post acknowledgment due, or by hand delivery or by email to the email address specified below (provided that in case of delivery by email, the email shall be followed by dispatch by hand-delivery with acknowledgement taken and/ or RPAD), at the following address (unless change of address has been duly notified in writing to the Lessor) or at the Leased Premises:

Attn to: **The Branch Manager, ECGC Limited,**
_____ **Branch** _____

Email:

_____ **@ecgc.in** _____

26. JURISDICTION

If any dispute, controversy or claim between the Lessor and the Lessee, arises out of or in connection with this Lease Deed,

including the breach, termination or invalidity thereof (Dispute), shall be subject to the exclusive jurisdictions of the Courts in Karnataka.

27. ENTIRE DEED

Subject to any terms imposed by law, this Deed along with annexures annexed hereto, constitute the entire agreement between the Parties, and supersede all prior negotiations, discussions entered into by the Parties.

28. SURVIVAL

In addition to this clause and terms that by implication are to commence or continue in force after termination or expiry of this Deed, clause 5 (Security Deposit), clause 17 (Termination) and clause 18 (Consequences of Termination) shall continue in force as between the Parties, notwithstanding termination or expiration of this Deed.

29. SEVERABILITY

If any term, clause or provision of this Deed shall be adjudged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Deed and such invalid term, clause or provision shall be deemed to have been deleted from this Deed.

30. WAIVER

No forbearance, indulgence or relaxation by any party at any time to require performance of any provision of this Deed, shall in any way affect, diminish, or prejudice the right of such party to require performance of that provision and any waiver by a party of a material breach of any provisions of this Deed, shall not be construed as a

waiver of any subsequent material breach under or arising out of this Deed.

31. AMENDMENT

No amendment to this Deed will be effective or enforceable unless and until it is agreed and executed by both the Parties in writing.

32. SUPERSEDING AND BINDING AGREEMENT

- (i) This Deed supersedes all previous communications, letters, writings, emails, agreements and understandings between the parties.
- (ii) The provisions of this Deed shall be binding upon and shall inure to the benefit of the Parties and their respective successors, and assigns, subject, however, to the provisions regarding assignment contained herein.

33. STAMP DUTY AND REGISTRATION

Parties agree that the stamp duty and registration charges and expenses incidental thereto in connection with execution and registration of this Deed shall be borne and paid equally by both parties. Parties covenants that the stamp duty on this Deed shall be paid equally by both parties as per the applicable statute of the state. The Parties agree that this Deed shall be registered with the local sub-registrar of assurances as per relevant provisions of the applicable laws.

The original of this Deed shall be in the possession and custody of the Lessee.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Leased Premises)

All that office premises measuring _____ sq. ft. (carpet area in the _____ floor of the building known as "_____") bearing _____, together with _____ car parking space and _____ numbers of two-wheeler parking spaces in _____ of the said building. The said property "_____" is situated at _____, falling within court ward of _____ measuring _____ and bounded

On the East by:

On the West by:

On the North by:

On the South by:

and within the Registration Sub District of Mangalore City.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Lease Rent referred to in Clause 4)

Lease Term (____ Years)	Lease Rent (Rs. /Month)

IN WITNESS WHEREOF the Parties hereto have hereunto and to the counterpart hereof set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED

By the within named **“Lessor”**

1. Shri _____)

In the presence of:

1.

2.

SIGNED AND DELIVERED)

By the within named "**Lessee**")

ECGC Limited)

Through its Authorised Representative _____
)

In the presence of:

1.

2.

R E C E I P T

RECEIVED of and from the within named Lessee, a sum of Rs. _____/- (Rupees Only) being interest free refundable Security Deposit for due performance of the terms and conditions of this Lease Deed by the Lessee in the following manner:

Sr. No.	Cheque No.	Date	Drawn on Bank	Amount (in Rs.)
Total				/-

We say received:
For

Authorized Signatory
(Lessor)

Witnesses:

1.

2.

ANNEXURE “A”

List of fittings provided by the Lessor

Sl. No	Particulars of fitting

ANNEXURE “B”

Lessor Compliance Documents

1.	Title Deed [sale/ conveyance/ lease]
2.	Approved Plans of Leased Premises
3.	Commencement /Occupation Certificate
4.	Occupation Certificate in respect of Leased Premises
5.	Building Insurance in respect of the Leased Premises
6.	Stability Certificate
7.	Fire NOC
8.	Property tax bill/receipt
9.	PAN of Lessor
10.	Incorporation Certificate, Memorandum and Articles of Association of Lessor (in case Lessor is a Company)/ Partnership Deed (in case Lessor is a Firm)

Bank Details

Sr No	Description	Details
1	Name of the Bank	
2	Address of the Bank	
3	Bank Branch IFSC Code	
4	Bank Account Number	
5	Type of Account	

.....

Signature of the authorized Signatory

Name

Designation

Contact No (Mobile)

Email Id