## **Appendix-G16**

#### Life Insurance Corporation of India.

Divisional Office Johnsonpet, Jeevan Prakash Salem 636007

## Instructions to Bidder

- 1. The tender forms will be available from **01/02/2024** to **15/02/2024** between 10.00 am. to 3.00 pm. on week days (excluding Holidays, Saturdays and Sundays).
- The last date for submission of filled in tenders (both Technical and Financial Bids) is 15/02/2024 upto 3.30 pm. The offers received after the last date and time mentioned above will not be considered.
- 3. The filled in tenders should be submitted to the address given below:

The Senior Divisional Manager, Divisional office, Johnsonpet, Jeevan Prakash, Salem 636 007

- 4. The technical bid will be opened on the same day i.e 15/02/2024 at 3.00 pm. in the presence of bidders or their authorized representatives. After scrutiny of the Technical Bids, visits to the sites, assessment of the offers, the Financial Bids of only those bidders, whose offers are found suitable to the Corporation, will be opened at a later date. The date of opening of Financial Bids will be intimated to those bidders whose offers are found suitable.
- 5. The tender form consists of the following documents. i.e.,
  - a. Instructions to bidders and Terms and Conditions.
  - b. Technical part.
  - c. Financial part.

The offers are to be submitted in Two Bid system i.e., Technical Bid and Financial Bid. The Technical Bid consists of all the required information called for in the questionnaire and shall contain, inter alia, the details regarding the property viz., name of the property/ies, location, area of the plot, copy of sanctioned plan with completion/ occupation certificate, floor area of portion to be leased, specification of internal finishes, amenities, sanctioned electrical power load, usages of the property, title reports to confirm ownership and clear marketability, and other terms and conditions relevant to the hiring of premises (other than the price). The Technical Bid shall be submitted in sealed cover (Marked Envelope—1) super-scribing as 'Technical Bid' for Hiring of Office Premises in/ at SANKAGIRI'. The envelope shall contain the addressee's details and details of the bidder also.

- 6. The Financial Bid shall contain only financial details i.e., rate/ rent per sq.ft. on carpet area basis and other financial implications. The Financial Bids will be placed in the Envelope-2 and super- scribed with addressee and bidders details. All the three envelopes (envelope-3 containing Earnest Money Deposit amount and Cost of tender fee) will be placed in a fourth envelope (Envelope-4) and sealed and submitted to the Manager(E & OS) at the address given above. The envelope must be super-scribed with 'Bids for Hiring of Office Premises in/ at SANKAGIRI and the last date for submission 15/02/2024 and to be opened on 15/02/2024
- 7. Earnest Money Deposit as per details given below in the form of Demand Draft/ Pay Order in favour of 'Life Insurance Corporation Of India' payable at Salem and the cost of tender fee (Non refundable) of Rs.250/- (Rupees two hundred fifty only), the Miscellaneous Receipt of the tender fee deposited or Demand Draft or Pay Order shall be submitted in sealed cover (Marked

- 8. In case the tender form is downloaded from the Corporation's web site, the non refundable tender fee of Rs.250/- (Rupees two hundred fifty only) may be remitted in the form of Demand draft/ Pay order drawn in favour of 'Life Insurance Corporation of India' payable at Salem
- 9. Refund of Earnest Money Deposit :
  - a) Earnest Money Deposit of all unsuccessful Vendors/ bidders shall be refunded within one month's time after scrutiny and submission of Technical Assessment Report by Divisional Purchase Committee to the Sr.Divisional Manager.
  - b) Earnest Money Deposit of other bidders (except lowest bidder) shall be refunded within one month's time after opening of Financial Bids.
  - c) Earnest Money Deposit of lowest bidder shall be refunded separately or adjusted along with the payment towards rent of the premises.
  - d) In case the lowest vendor/ bidder refused to offer premises after issue of allotment letter, a notice shall be served to them by giving 30 (thirty) days time failing which their Earnest Money Deposit amount lying/ retained with us shall be forfeited without any further correspondence.
- 10. The following documents should be enclosed with the offers:
  - a) A set of floor plans, sections, elevations and site plan of the premises offered showing the detailed dimensions, main approach road, road on either side if any, width of the road/s and adjacent properties etc. around the properties.
  - b) A copy of the title investigation and search report along with copies of title deed documents.
  - c) Documents related to conversation of Non-agricultural land from the Competent Authority.
- 11. All the pages of the tender form are to be signed by the bidder. In case of joint ownership, all owners have to sign all the pages of the bids (Technical and Financial bids). Incomplete bids and bids lacking in details and with out signatures are liable to be rejected.
- 12. Tenderers should note that their tenders should remain open for consideration for a minimum period of 3 (Three) months from the date of opening of 'Technical Bids'.
- 13. Separate tender forms are to be submitted in case more than one property is offered.
- 14. The Tender Inviting Authority reserves the right to accept any tender or to reject any or all tenders at his sole discretion without assigning reasons thereof. The Tender Inviting Authority does not bind to accept the lowest tender.

Place : Date :	Signature of Vendor with Seal.

## Life Insurance Corporation of India.

Divisional Office.
JEEVAN PRAKASH, JOHNSONPET,
SALEM 636007

#### **Terms and Conditions**

This tender consists of two parts, viz., Technical Bid including Instructions to Bidders, Terms and conditions and Financial Bid containing expected price only. Separate Technical and Financial bids are to be submitted for each proposal. The Technical Bid, Financial Bid and the Earnest Money Deposit should be sealed in envelopes. The use of envelopes will be as under:

- a) Envelope marked as 1 The duly completed Technical Bid be put in this envelope and sealed.
- b) Envelope marked as 2 The duly completed Financial Bid be put in this envelope and sealed.
- c) Envelope marked as 3 The Demand Draft or Bankers cheque for 'Earnest Money Deposit' and 'Cost of tender document' or the 'Miscellaneous Receipt' of the required value be put in this envelope and sealed.
- d) Envelope marked as 4 All the three envelopes shall be placed in envelope marked 4 and sealed (i.e. Envelopes marked as 4, will contain three envelopes marked as 1, 2 and 3) and submitted to LIC of India, in sealed condition super-scribing as 'Tender for purchase of Plots/ premises at SANKAGIRI to be opened on 15/02/2024 at 3.45 pm.

#### Terms and conditions:

- 1. The terms and conditions along with the instructions will form part of the tender to be submitted by the tenderer to LIC of India, herein termed as Corporation.
- Tender which is received on account of any reason whatsoever including postal delay etc. after the expiry of time and date i.e 15/02/2024 -3.30 pm fixed for submission of tenders shall be termed as 'late' tender and not to be considered. Such tender shall be returned to the concerned party withoutopening the same.
- 3. All vendors are requested to submit the tender documents (Technical Bid and Financial Bid) duly filled in with the relevant documents/ information at the following address: LIC OF INDIA, DIVISIONAL OFFICE, JEEVAN PRAKASH, JOHNSONPET, SALEM 636 007
- 4. All columns of the tender documents must be duly filled in and no column should be kept blank. All the pages of the tender documents are to be signed by the authorized signatory of the tenderer. Any over writing or use of white ink is to be duly initialed by the tenderer. The Corporation reserves the right to reject the incomplete tenders.
- 5. In case the space in the tender document is found insufficient, the vendors may attach separate sheets.
- 6. The offer should remain valid at least for a period of 3 months to be reckoned from the date of opening of 'Technical Bid'.
- 7. There should not be any deviation in terms and conditions as have been stipulated in the tender documents. However, in the event of imposition of any other condition, which may lead to a

- deviation with respect to the terms and conditions as mentioned in the tender document, the vendor is required to attach a separate sheet marking 'list of deviations'.
- 8. The Technical bids will be opened on (Date and Time) in the presence of tenderers at our above office. All tenderers are advised in their own interest to be present on that date, at the specified time.
- Corporation reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- 10. Canvassing in any form will disqualify the tenderer.
- 11. The short-listed vendors will be informed in writing by the Corporation for arranging site inspection of the offered premises.
- 12. Income-Tax and Statutory clearances shall be obtained by the vendors at their own cost as and when required. All payments to the successful vendor shall be made by Account Payee Cheques only.
- 13. Property should be situated in good commercial/ residential area of the town/ city with congenial surroundings and proximity to public amenities like bus stop, banks, markets, hospitals, Schools etc.
- 14. The title report providing ownership and clear marketability is to be enclosed.
- 15. The Financial bid will be opened only if at least two Technical bids are found suitable. In case single Financial bid shall not be opened. Single valid tender or offer from State/ Central/ Agencies/ Undertakings may however, be opened by the Zonal Purchase Committee/ Divisional Purchase Committee.
- 16. The premises shall be preferably freehold. Alternatively, if it is leasehold, in case of such premises, detailed regarding lease period, copy of lease agreement, initial premium and subsequent rent shall be furnished.
- 17. There should not be any water logging inside the premises and surrounding areas.
- 18. The premises should have good frontage and proper access.
- 19. The Lesser shall have no objection to the Lessee installing exclusive D.G.Set for the use of the lessee. If so desired by the lessee, the lessor shall provide suitable space for installation of Genset without any extra cost to the lessee.
- 20. Latest certificate from the Competent Authority of having paid all the updated relevant taxes indicating the details of the property offered for leasing out to LIC.
- 21. Offers received from Government Bodies/ Public Sector Undertakings/ State Housing Boards etc. would be given preference.
- 22. The particulars of amenities provided/ proposed to be provided in the premises should be furnished in the technical bid.
- 23. The Lessor shall arrange for repairs and maintenance, white washing/ colour washing/ OBD painting/ painting to doors, windows etc. as and when informed by the lessee.
- 24. The bid will be evaluated on techno commercial basis giving weightage to the equivalent aspects in various parameters like location, distance from local railway station, amenities available, exclusivity, nearby surroundings, proneness to water logging/ flood etc. quality of construction, efficacy of the internal layout of premises and layout of buildings in the complex.
- 25. Tenders from intermediaries or brokers will bet be entertained.
- 26. The premises offered should be in good and ready to occupy condition. The owners of the premises will have to hand over the possession of premises within FOUR weeks after the acceptance of their offer by the department.

- 27. It may be noted that no negotiations will be carried out, except with the lowest tenderer and therefore most competitive rates should be offered.
- 28. Rate per sq.ft. on carpet area: 'The carpet area rate shall be quoted in two parts i.e.
  - b. Basic rent of the premises
  - c. Proportionate amount of the statutory charges/ taxes like Municipal taxes, House tax, Property tax, GST, cess an/ or other levy and proportionate amount of maintenance charges (Society charges, if any) etc, in respect of the premises, due to the State Government, Central Government or other local or civic authorities.

Revision in the aforesaid taxes/ charges proportionate to the carpet area let out to LIC will be borne by LIC on submission of documentary evidence thereof. The rent and the aforesaid applicable taxes/ charges will be paid from the date of taking possession of the premises and is payable in advance before 7<sup>th</sup> of every month.

- 29. Lease period: Minimum period of lease will be THREE years with NIL years lock in period and minimum notice period of four months from either side for termination of agreement. The lease period will be extendable for mutually agreed period & escalation in rent.
- 30. Addition and alteration works: During the period of tenancy, if the lessee desires to carry out any addition and alterations works at its own cost as per the requirement of the Department, lessor will permit the same on the existing terms and conditions and obtain any permission if required, from the local authority. Lessor will also provide space for display signboards without any extra cost.

#### 31. Lease agreement:

- To be executed in the LIC's Standard Lease Deed format (LIC as a tenant), copy enclosed.
- will be with the Owner and Rent will be paid to respective owner.
- 32. Income Tax: will be deducted at source at prevailing rate.
- 33. GST: GST (if applicable) will be borne by the Lessee and paid by the Lessor (Landlord).
- 34. Registration and stamp duty charges: will be shared equally between the Lessor and the Lessee (50 : 50).
- 35. Possession of premises: within 90 days from the date of receipt of acceptance of offer/ letter. The premises has to be painted and should be in habitable condition while taking over the possession.
- 36. Water Supply: The owner should ensure and provide adequate supply of drinking water and water for W.C and Lavatory throughout the lease period at his own cost.

## 37. Electricity:

- a. The building should have sufficient electrical / power load sanctioned and made available to the Corporation.
- b. If required, additional electric power will have to be arranged by the Lessor/ Offerer at his/ their cost from the energy suppliers.
- c. Electricity charges will be borne by the lessee for the area taken on lease, on actual basis based on the separate meter which would be provided by the lessor. Any additional cost on the electrical connectivity will be borne by the owner/ lessor.
- d. At the time of taking over possession of the premises, we will note the electricity meter reading in your presence or your authorized representatives. The electrical charges will have to be borne by the owner up to that point.
- 38. Parking: The landlord shall provide Car and Two Wheelers parking space (Open/ Covered) as per the details given below without any extra cost:

a.	For Branch Office	:e - Car parkinເ	g 2 nos. and	Two Wheelers	20 nos.
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39.	Carpet area measurements: The carpet area measurements shall be as per Bureau of Indian
	Standards IS No.3861:2002. Joint measurements will be taken in the presence of LIC official and
	vendor/ authorized representative for finalizing the carpet area.

	Signature of vendor with seal
Date : Place:	Orginature of Voltage With Soul

Reference No.....

# Appendix-G18

## Life Insurance Corporation of India.

Divisional Office.
JEEVAN PRAKASH, JOHNSONPET
Salem 636 007

## **Technical Bid**

(Note: The reference number to be filled up by the tenderers for the particular Premises offered and

shall be quoted in price Bid also for easy and correct identification.

Sr			Detail	Remarks						
1	1		Name of the Lessor							
	2	а	Address of the Lessor							
		b	Phone No.							
,		С	Fax No.							
***************************************		d	E - Mail ID							
•		е	Permanent Account Number (PAN)							
	3	а	Name of the contact person duly authorized.							
· ·		b	Phone No.							
1	4	а	a Constitution of vendor/ firm (Proprietary/ Partnership/ Private/ Pvt.Ltd./ Public Ltd/ PSU etc)							
		b	PAN numbers of the Directors/ Partners/ Firms.							
2	Deta	ails of	the property :							
,	1	Nam	e of the Owner							
· · · · · · · · · · · · · · · · · · ·	2	Addr	ess:							
"	3	Phone No.								
	4	Name of the building								
,	5	Deta	ils of encumbrances, if any?							
``	6	Loca	tion and address of the property							
	7	Usag	je of the property ( as approved by the Competent							

Sr			Detail	Remarks
		Auth	pority).	
	8	а	Residential	
		b	Commercial	
		С	Residential cum Commercial	
		d	Shopping centre	
	9	Whe	ether the proposal for Office premises in a multi - storied ling.	
		а	Number of floor in the building.	
		b	At which floor, the office premises are offered.	
	10	CTS	No	
	11	Sur	ey No	
	12	War	d NO	
	13	Whe	ether the plot is free hold or lease hold?	
		b	If lease hold, please mention the details of	
			i Name of the Title Holder/ Lessor	
			ii Tenure of the land	
			iii Residual lease period	
			iv Annual lease rents and amount.	
			Whether the property is mortgaged? If yes mention the details.	
			i Name of the Organization where the property is mortgaged.	
			ii Address of the Organization with phone no.	
			iii Amount of loan availed.	
			iv Tenure of mortgage	
			v Residual mortgage period	
			vi EMI paid.	
	14		racter / Type of locality	
		<u>ч</u>	Residential	
			Commercial	
		С	Commercial cum Residential	

Sr		Detail	Remarks
		d Industrial	
		e Slum	
	15	Area of the plot	
	16	Size of the plot	
		a Frontage in meters	
		Depth in meters	
	17	Schedule of the plot i.e. boundaries of the plot on	
		a North	
		– <sub>b</sub> East	
		South	
		d West	
	18	Whether the locality is free from Special hazards like fire / flood etc.	
	19	Whether the locality has protection from adverse influence such as	
		a Encroachment.	
		b Industrial nuisance, smoke, noise etc.	
	20	Please enclose copy of Property Card or Patta etc.	
	21	Please also indicate distance from the nearest	
		i Railway (local) station	
		ii Bus Stand	
		Bank ( Nearest)	
		iv Airport	
	7	Hospital/ Schools/ Colleges/ Universities.	
	22	Year of construction. Enclose a attested copy of NOC or Occupancy certificate issued by the Municipal Authority or	
	23	any other Government Bodies.  a Incase of old constructions, NOC from the Society may be enclosed	
		b Mention year of completion ( as given in Completion Occupancy Certificate issued by the Authority) .	
		c Indicate in whose name the conveyance deed is executed.	
	24	Date on which Office premises can be handed over to LIC after finalization of the deal.	
		are illalization of the deal.	

Sr		Detail	Remarks
	25	Built up area of the premises being offered now for office usages on lease basis. Please enclose copies of approved plans.	
	26	What is the carpet area (for consideration purpose).	
3	Spe	cifications	
	1	Type of building (Residential/Semi commercial)?	
	2	Type of structure (RCC / Steel framed/ load bearing).	
	3	Type of wall (Brick/ Cement block). Mention thickness of external wall and internal partition wall.	
	4	Details of Flooring (M.M.Tiles/ Ceramic/ Vitrified/ Marble) or any other.	
	5	Details of Door frames (Sal wood/ Teak Wood/ Hard wood/ Aluminum) or any other.	
	6	Details of Door shutters (Flush door/ Teak wood/ Aluminum / PVC) or any other.	
	7	Details of Window frames (Sal wood/Teak Wood/ Hard wood/ Aluminum) or any other.	
	8	Details of window shutters (Teak wood / Aluminum / steel) or any other with security grills or without security grills.	
	9	i No of toilets in each floor.	
		ii Details of Floors and Dado in Toilets.	
4		ether Structural stability certificate enclosed ( Certificate shall rom Licensed Structural Engineer of Municipal Corporation)	
5	Ser	vice	
	1	If Lift facility is available, please give details of Number of lifts, capacity, make and the year of installation.	
	2	Please indicate source of water supply.	
	3	Is bore well provided? If so what is the yield and depth of bore well.	
	4	Capacity of the over head tank feeding to the office premises under consideration for leasing.	
	5	Please give details of sewerage system and for storm water disposal.	
	6	Please indicate whether the building is prone to flooding.	
6	Elec	tricity	
	1	i What is the connected load to the building in KW / KVA?	
		ii Type of electric connection.	Commercial / Residential.
	2	Please indicate the type of wiring used , Aluminum or copper?	

Sr		Detail	Remarks
	3	Whether ELCB is provided	Yes / No
7	Con	nmon services	
	1	Car parking	Reservednos. Opennos.
	2	Two wheeler parking	Reservednos. Opennos.
	3	Power / Electricity supply available.	Yes / No
	4	24 Hrs. water / Overhead tanks available.	Yes / No
	5	Generator for emergency. If yes mention, capacity of the Generator.	Yes / No
	6	Anti lightening device arrangement.	Yes / No
	7	Security arrangements, please give details.	
8	Oth	er Information	
	1	Whether any ready built flats / Office premises have been constructed and sold by the builder to any government and semi government institutions/Financial institutions? If so please give name and addresses of such clients.	
9	Det	ails of Plan / Blue Prints / Sanctioned Plan	
	1	Whether the plan of the property is sanctioned by the Competent Authority.	
	2	If sanctioned, please enclose copy of approved Floor Plan/s, Sections, Elevations and Site Plan of the building.	
	3	Name/s and Address Phone No. of the Architect / Engineer.	
	4	Provision for proper arrangement of fire safety.	
10	1	Are the safety measures taken?	
	2	If yes , give details of arrangement.	
	3	Is No Objection certificate obtained / Secured from fire control authorities.	
	4	If yes, produce copies of proof / certificates.	
11	List	of Enclosures	

Signature of vendor with seal and date.

Date:	 	 	 	 									 	
Place:														

### Life Insurance Corporation of India.

Divisional Office JEEVAN PRAKASH, JOHNSONPET Salem 636 007

#### **Financial Bid**

(The rate quoted shall be excluding stamp duty and registration charges)

	ne of the O erence No.		endor/ Firm:		Outgoes Such as Municipal		
Sr.	Details of the property	Floor Level	Carpet area of the premises offered (sq.ft.)	Basic rent per sq.ft. of carpet area (in figure and words)	tax, House tax, Property tax, cess and/ or any other levy and proportionate amount of Maintenance charges (Society charges, if any) etc per sq.ft. of carpet area (Rs. in figure and words)	Gross rent per Sq.ft. of carpet area (Rs. in figure and words)	Total Gross Rent
(1)	(2)	(3)	(4)	(5)	(6)	(7=5+6)	(8=4x7)
							·
	Total						

#### GST - %

#### Note:

- 1. Vendors shall quote the rate and amount excluding registration and stamp duty charges for execution of lease agreement.
- 2. Carpet area rate: The carpet area rate shall be inclusive of basic rent plus all proportionate statutory charges (i.e. all taxes/ cess present and future House tax, Property tax, GST and Municipal taxes etc.) Maintenance charges and Service charges like Society charges etc. The rent will be paid from the date of taking possession of the premises. Nothing extra will be paid other than the monthly lease rent. Lease rent is payable in advance before 7th of every month.
- 3. Carpet area measurements: The carpet area measurements shall be as per Bureau of Indian Standards IS No.3861:2002. Joint measurements will be taken in the presence of LIC official and vendor / authorized representative for finalizing the carpet area.
- 4. Validity of offer: The offer should remain valid at least for a period of 3 (three) months to be reckoned from the date of opening of 'Technical Bid'.

	Signature of vendor with seal.
Date : Place:	

## LEASE DEED

LEASE DEED		
THIS DEED OF LEASE made on this day of 20 at		
Between		
And		
THE LIFE INSURANCE CORPORATION OF INDIA, a Corporation established under section 3 of the Life Insurance Corporation Act 1956 (Act 31 of 1956) having its Central Office at 'Yogakshema' Jeevan Bima Marg, Mumbai 400021 and Zonal Office at		
WHEREAS, the Lessor/s is/ are the lawful owner/s of the building bearing Nosituated at		
AND WHEREAS, the Ground floor/ First floor/ Second floor measuring aboutsq. ft. (carpet area) in the said building more fully described in the schedule hereto and hereinafter called the 'Said Premises' was/ were vacant and ready for occupation and whereas the Lessee being in need of accommodation for its use and occupation approached and requested the Lessor/s to grant lease in its favour in respect of the 'Said Premises'.		
AND WHERAS both the parties now desired to reduce the terms into writing and whereas the Lessor/s agreed to grant lease in favour of the Lessee in respect of the 'Said Premises'. It is now hereby agreed as follows and :		
OR		
AND WHEREAS, the Lessee is already a tenant under the Lessor/s in respect of the above building fully described in the schedule hereto and hereinafter called the 'Said Premises' paying a monthly rental of Rs		

AND WHERAS both the parties now desired to reduce the terms into writing, it is now hereby agreed as follows and :

#### I. WITNESSETH

- 1. That the lease, for purposes of payment of rent and period of lease, shall be deemed to have commenced from .........
- 2. That the Minimum period of lease will be ...... years with .......years lock-in period and minimum notice period of 4 months from either side for termination of Lease. The Lessee shall however have the option to continue the lease thereafter at mutually agreed escalation in rent for a mutually agreed period.

#### II. THE LESSOR DOTH HEREBY COVENANT WITH THE LESSEE AS FOLLOWS:

3. That the Lessor agrees to be responsible for the payment of all taxes, rates, cess and other levy including penalties, if any, charged thereon in respect of the 'said premises', such as Corporation/ Municipal/ Panchayat Tax, Urban Land Tax, Property Tax, etc., due to the State Government, Central Government or other local or other civic, including enhancements and new introductions and any tax imposed in future The Lessee shall be at liberty to pay the above tax, rate or cess or other levy including penalties, if any, charged thereon in case of default or delay by the Lessor and adjust the amount so paid together, with interest and other incidental expenses from out of rents in respect of the 'said premises' becoming due immediately after the said payment or demand reimbursement of all such amounts, costs, expenses, etc., with interest @......% per annum from the date of such payments until realization by the Lessee.

Service tax (if applicable) will be borne by the Lessee and paid by the Lessor (landlord).

- 4. The Lessor agrees to discharge all its duties and obligations relating to structural repairs and replacements of worn-out, unserviceable equipments, plants and machinery etc. installed in the building.
- 5. The Lessor agrees to arrange for repairs and maintenance, white washing/ colour washing/ OBD painting/ painting of doors, windows etc. at his cost once in 4 years. If the Lessor fails to carry out such repairs including periodical whitewashing and painting, the Lessee may call upon the Lessor in writing to do the same within one month from the date of receipt of such request and if the Lessor fails to carry out the same within that time, the Lessee shall be at liberty to get it done and adjust the amount spent or expended or such repairs, etc., (with interest .......% per annum from the rent payable starting from the month following the month in which such job is done by LIC).
- 6. Additions and alteration work During the period of tenancy, if the lessee desires to carry out any addition and alterations works at its own cost as per the requirement of the Department, the Lessor agrees to lessor will permit the same on the existing terms and conditions and obtain any permission if required from the local authority.
- 7. The Lessor agrees to give permission to LIC for 'Modernization of the premises' if LIC desires to do so. Modernization of premises, means improving the ambience of the premises by installing air conditioners, providing work stations for staff, inbuilt filing system, false ceiling and change of flooring etc.

- 8. The Lessor agrees that the Lessee shall be at liberty to allow the use of the `said premises' or part thereof to any of its subsidiaries.
- 9. The Lessor agrees to grant all rights of way, water, air, light and privy and other easements appertaining to the 'said premises'.
- 10. The Lessor agree with the Lessee that the latter paying the rent hereby observing and performing the conditions and stipulations herein contained on the Lessee's part to be observed and performed shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by through or under them.
- 11. The Lessor agrees not to object to the Lessee in installing the exclusive generator sets for the use of the Office whether such generator sets are owned by the Lessee or taken on hire from a Third Party for the exclusive use of the Lessee. Further, the Lessor agrees to provide suitable space with proper enclosures for installation of generator set free of cost.
- 12. The Lessor agrees that he/she has no objection to the Lessee installing V-SAT antenna in the said premises at any time without additional rent (free of cost) to the Lessor.
- 13. The Lessor agrees to ensure that sufficient Electrical/ Power load sanctioned and made available to the Corporation. If required, additional electric power will have to be arranged by the Lessor at his cost from the energy suppliers.
- 14. Water supply the Lessor agrees to ensure and provide adequate supply of drinking water and water for W.C. and Lavatory throughout the lease period.
- 15. The Lessor agrees that the Lessee shall have exclusive right on the parking space for parking of the vehicles (car/ jeep/ two wheelers) of staff members and customers of Lessee and the same shall not be disturbed obstructed or encroached in any manner by any persons whomsoever.
- 16. The Lessor agrees that the Lessee shall have the absolute & exclusive right to use the entire space in 'said premises' both outside and inside for making full use of frontages and the side walls in displaying Lessee's signboards/ advertisements without any additional charges to the exclusion of third parties. If anybody causes any intrusion, trespass or encroachment restricting the peaceful enjoyment of the Lessee over the space which is specifically meant for usage of the Lessee, the Lessor on receipt of such Notice from the Lessee shall take all possible legal actions against such violations including criminal action, if necessary. If the Lessor fails to remove such intrusions, trespass or encroachments within one month from the date of receipt of such Notice from the Lessee, the Lessee shall be at liberty to take legal action against the violators and recover the cost/ expenses incurred for such removal out of the rent payable to the Lessor or from any other monies payable to the Lessor.

17. The Lessor agrees that the Lessee shall have the right to remove at the time of vacating the 'said premises', all electrical fittings and fixtures, counters, safes, partitions and all other furniture put up by Lessee

#### III. THE LESSEE DOTH HEREBY COVENANT WITH THE LESSOR AS FOLLOWS:

- 19. The Lessee agrees to deduct at source the income tax at prevailing rate from the Rent payable to the Lessor.
- 20. The Lessee agrees to pay all charges for electricity for the area taken on lease and water actually consumed by the Lessee during the occupation and calculated as per the reading recorded by the separate meters installed in the 'said premises' by the lessor.

# IV. PPROVIDED ALWAYS AND IT'S HEREBY AGREED AND DECLARED AS FOLLOWS:-

- 21. The Lessee shall not be liable for any kind of loss financial or otherwise arising from its occupation of the said premises or any amount of compensation in respect of the said premised other than the rent payable as aforesaid and the Lessor shall make no claim in respect thereof.
- 22. In the Lessee shall be desirous of taking a new lease of the said premises, after the expiry of term hereby granted, the Lessor will renew the lease for a period mutually agreed upon between the Lessee and the Lessor, in accordance with the covenant for renewal. Provided that in the event of expiry of the term of the lease, whenever an action for renewal described above is pending with the Lessee and the premises remain in actual occupation, the payable rent at old rate shall continue to be paid on provisional basis till the date of final decision on renewal or the date of eviction, as the case may be, and in case of renewal at different rate, suitable adjustment by extra payment or deduction shall be permitted, to the Lessee.

Provided further that the Lessee shall taken action so far practicable to take a new lease of the said premises within a period of ........... months after expiry of the term hereby granted.

- 23. Lessee shall be entitled to terminate the lease at any time giving to the Lessor ......months previous notice in writing of its intention to do so.

known place of abode. Any demand or notice sent by the post in either case shall be assumed to have been delivered in the usual course of Post.

25. Should any dispute or defense arise concerning the subject matter of these present or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred for arbitration to the Tribunal having sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant shall along with such request send a panel of ............. persons to the other party. The other party shall within 15 days of the receipt of such communication select one member of the panel to act as sole Arbitrator. In case none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of ........ persons to claimant, and the claimant shall be entitled to nominate the sole Arbitrator from among the panel sent by the opposite party. In case of none of the members of the panel is acceptable to the claimant, the sole Arbitrator shall be appointed by the Zonal Manager / Sr. Divisional Manager , LIC of India.

The provisions of Arbitration and Conciliation Act, 1956 with any statutory modification thereof and Rules framed there under shall be applicable to such arbitration proceeding which shall be borne as directed by the Arbitral Tribunal. For the purpose of this clause, the officer mentioned in clause 18 shall be authorized to act and nominate arbitrator on behalf of the Govt. of India.

- 26. The Lessee shall hand over possession of the 'said premises' to the Lessor on the expiry of the period of lease fixed herein or on the expiry of the period of option should the Lessee avail itself of the same and on refund of deposit made by the Lessee, if any, in the same state and condition as on the date of occupation but subject to natural wear and tear due to ordinary use and lapse of time.
- 27. This lease agreement has been executed in duplicate. One counterpart of the lease agreement to be retained by the Lessee and the other by the Lessor.

#### **SCHEDULE OF THE PROPERTY**

(Here enter the boundaries and other details of premises leased out).

In witness whereof the parties hereto have set their hands hereunto in full agreement of the terms and conditions set-forth herein above the day and year hereinbefore first mentioned.

#### **WITNESSESS**

1)
LESSOR/ S
2)
LESSEE

## **DEED OF LEASE**

TH the	e Life evan	INDENTURE made at	
(who red) of at do LE	hich of quire ing ( SSEI	expression shall include its successors and assign wherever the context or meaning shall so or permit) on one Part and on the other part Shri/ Smt	
		EAS the Lessor is the absolute owner in possession and use of the premises bearing No hereinafter referred to as the 'Said Premises' and more particularly ed in the Schedule hereunder written.	
		HEREAS the Lessee is in need of the suitable premises for his business /residential purpose proached the Lessor for taking on lease the said premises for a period of years.	
		HEREAS after negotiations between the parties hereto the Lessor agreed to give and the agreed to take on lease the said premises on the terms and the conditions stated hereinafter.	
		WITNESSETH	
I.	That in consideration of the rent hereby reserved and the covenants given by the Lessee and conditions herein contained and on the part of the Lessee to be observed and performed the Lessor doth hereby Demise unto the Lessee ALL THAT the portion admeasuring sq. ft. thereabouts of the floor of the building known as		
	II. THE LESSEE DOTH HEREBY COVENANT WITH THE LESSOR AS FOLLOWS		
	1.	The Lessee has paid an amount of Rs/- (Rupees	
	2.	The Lessee agrees to pay Rent of Rs/- (Rupees	

the month is payable on 1st of the following month. The Rent shall be paid within a period of ten days i.e. before 10th of the following month. If the Rent is not paid on 10th of the following month, an interest @ 12% p.a. shall be charged from the due date till the date of payment of the Rent. The Lessee further agrees that if Rent is not paid for three months together or not agreeable for the revision of the Rent owing to increase in the Municipal taxes, Water charges or any other statutory charges etc. the lease shall be terminated besides that appropriate action as per the PUBLIC PREMISES (Eviction of Unauthorized Occupants) Act, 1971 shall be initiated.

The lessee agrees to pay the interest @12% p.a. on the delayed payment of rent/arrears of rent, if the same is not paid at the revised rate after the period of 3/5 years as stipulated in the lease deed, from the date of such revision till the date of actual payment of rent/arrears of rent.

- 3. The Lessee agrees to pay all the charges upto date viz. Electricity, Water Charges or any other charges imposed by any statutory authority from time to time.
- 4. The Lessee agrees to pay to the Lessor any existing and future Government, Municipal and other rates charges and assessment etc paid by the Lessor in respect of said premises and in case of default agrees to adjust it from the interest free deposit available with the Lessor.
- 5. The Lessee hereby agrees and undertakes not to make any alterations, fix any permanent fittings or fixtures without prior permission from the lessor in writing. Any improvement or alterations fitting, fixtures etc. in the said premises at Lessee's own behest and own cost. The Lessee shall not claim, cost, concession for having spent such an amount in demised premises while negotiating the rent cost or shall not claim for time concession/extension and shall not come in the way while vacating the premises.

Any alteration by the Lessee, without proper prior permission from the Lessor, causing damages to the property, causing inconvenience to the co-tenant shall attract compensation & damages from the lessee and also liable for eviction under the PUBLIC PREMISES (Eviction of Unauthorized Occupants) Act,1971.

- 6. The Lessee shall be responsible for all risk & responsibility while fixing & removing, alteration etc. Damages, if any, to the premises shall be indemnified by the lessee and the lessee shall at all times to keep the premises neat and tidy and in useable condition without any inconvenience or nuisance to the public, co-tenants and carry out all the statutory provisions at all times.
- 7. The Lessee agrees to carry out all minor repairs at his own cost with the prior permission from lessor in writing.
- 8. The Lessee agrees that Lessor and his officials etc. shall have the right to inspect the demised premises at any point of time.
- P. The Lessee agrees that the said premises shall be used for its own business for which it was leased. The Lessee further agrees that he shall not assign, sublet, re-let, transfer, encroach or allow encroachment or part with the possession of the said premises. In the event of default or noncompliance of this clause, the lease shall stand automatically terminated and appropriate action as per the PUBLIC PREMISES (Eviction of Unauthorized Occupants) Act, 1971 shall be initiated.
- 10. The Lessee agrees that the present lease shall neither be transferred nor extended to his legal heirs.
- 11. The Lessee agrees that in the event of any

- 12. in the constitution of the Lessee of any nature whatsoever whether by amalgamation, merger or by any other similar arrangement/ mode, whether approved/sanctioned by court of competent jurisdiction or not in the case of Company reconstitution of partnership, change of Sole Proprietor etc. the Lessee shall inform the Lessor forthwith and obtain approval for the purpose of continuation of Lease. The Lessee agrees that Lessor may at its option agree or terminate the lease with three months notice.
- 13. The lessor and the lessee shall have option to terminate the lease by giving three months notice in writing. Further the Lessee agrees that in case of violation of any of the Terms and Conditions of the Lease, the lessor shall have right to terminate the lease by giving three months notice in writing.

The Lessee agrees to allow the lessor to display a notice, banner etc. in the said premises three months prior to expiry of lease to invite offers to let out the said premises.

- 14. The Lessee agrees to take permission of Lessor at all times for fixing signboard, hoardings, advertising etc. in the demised premises.
- 15. The Lessee agrees to abide by the Terms and Conditions of Fire Insurance Policy, if any, taken either by the Lessor or any other co-tenants etc. in the same building or premises.
- 16. The Lessee agrees to indemnify the Lessor for any loss /damages due to non compliance of any statutory provisions or lease. The Lessee also agrees to adjust the same from the interest free deposit available with the Lessor. In case the said interest free deposit found to be insufficient, the Lessor shall have right to avail the other avenues available under the Law.
- 17. The Lessee agrees to handover vacant and peaceful possession of the demised premises upon termination of lease by the Lessor.
- 18. The Lessee agrees to promote the interest of LIC of India at all times and shall never act anything detrimental to the LIC of India, State Government, Central Government or any other Statutory Authority as all provisions of the PUBLIC PREMISES (Eviction of Unauthorized Occupants) Act,1971 are applicable.
- 19. The sanctioned electric load is ... KW for the space occupied by the lessee. The lessee shall ensure that the electric appliances installed in the leased premises are such that the total power consumed (connected load) by such appliances is within the sanctioned load. The Lessee will be responsible for any damage whatsoever to the lessor's property or to other occupants or third party on account of unauthorized drawing of the additional power in excess of the sanctioned load to the lessee. In case of additional requirement of electricity load, the lessee should submit a request in writing to the lessor for enhancement of electric load giving full details of the proposed installation(s). On receipt of the request for enhancement of electric load, the lessor will examine the availability of load/ capacity of cable and if found feasible, permit additional load solely at the cost of the lessee."

#### III. THE LESSOR DOTH HEREBY COVENANT WITH THE LESSEE AS FOLLOWS:

- 1. The Lessor shall handover demised premises to the Lessee in good condition. The Lessor shall allow the Lessee to peacefully hold and enjoy the said premises upon Lessee fulfilling all the obligations laid down in the lease.
- 2. The Lessor shall carry out all the necessary structural/major repairs to the building of the said premises. The Lessor shall have right to vacate the premises in case of any structural repair

which warrant vacant possession of the premises.

#### IV. PROVIDED ALWAYS AND IT'S HEREBY AGREED AND DECLARED AS FOLLOWS:

- 1. In case the said premises or any part thereof shall at any time during the term hereby created be destroyed or damaged by fire, acts of God, riot and civil commotion, enemy action and such like causes not within the control of the Lessee so as to be wholly or partially unfit for the use of the Lessee, then the rent hereby reserved or a proportionate part thereof according to the damage sustained shall cease to be payable from the time of such destruction or damage until the said premises shall be reinstated and the Lessee if called upon to do so by the Lessor shall vacate the whole or any portion thereof for enabling the Lessor to make the necessary repairs or reconstruction.
- 2. Any notice required to be served upon the Lessee shall be deemed to be served if it is delivered by post or pasted at the said premises.
- The stamp fee and registration charges etc. in respect of this lease shall be payable as mutually agreed between parties. The lease shall be registered as per respective registration Act.
- 4. The Lessor and the Lessee at their option may negotiate six months before the expiry of the lease and enter into a fresh lease with specific Terms and Conditions agreeable by the Lessor and the Lessee. The Lessor and the Lessee agree that it is purely optional and not binding on each other.
- 5. If the lessor informs in writing the lessee its intention to renew the lease deed and if the lessee desires to renew the lease and continues to occupy the premises after the expiry of the Lease Deed then the new Lease Deed must be executed immediately on the expiry of the existing Lease Deed. Subsequently after the renewal of the lease deed, the lessee shall pay to the lessor the revised rent/arrears of rent payable due to differences between the renewed rent and rent prior to the renewal of the rent along with the interest thereon @12% p.a. on the revised rent/arrears of the rent payable from the date of expiry of existing Lease Deed till the date of execution of the new lease deed.

#### THE SCHEDULE ABOVE REFERRED TO

IN WITNESS WHEREOF the parties have executed these presents on the day and year hereinabove written and in the manner hereinafter mentioned.
The official seal of the
1.
2.
Signed, sealed and delivered by the within namedin the presence of
1.
2