



HPCL BIOFUELS LIMITED
(A Wholly owned subsidiary company of HPCL)

TENDER FOR OFFICE SPACE IN PATNA

Unpriced Bid (Technical Bid)

Tender document for requirement of office space Patna (Bihar)

Important Note-Bidder to sign and submit this tender document with Technical Bid / unpriced bid which is to be sealed separately in an envelope marked "UNPRICED (TECHNICAL) BID-OFFICE SPACE-Patna

HPCL Biofuels Limited invites sealed offers for taking office premises on lease/rental basis in two bid system - a) TECHNICAL BID b) PRICE BID from interested parties owning the office premises at any of the following areas in Patna:

Frazer Road Area, Exhibition Road Area, Dak Bungalow Chowk, Rajapur, Patliputra Colony, New Patliputra Colony, Patliputra Industrial Area, Budha Colony, Near Gandhi Maidan, Boring Road, Boring Canal Road, S.K. Puri IA

Approx. Area required: 4000 to 5000 Sq. Ft of carpet area. (The total area should be situated in the same building preferably on the same floor

Period of Lease/Rental: 3 Years with an option to extend for another period of 3 years at the quoted rate and terms & conditions.

Terms & Conditions: -

- The property of the subject premises should have a clear marketable title and the owner should have absolute & exclusive ownership of the premises with undisputed possession.
- **The property offered should have all the statutory and other local approvals/clearances for commercial use.**
- The premises should have all basic amenities like toilets, water, electricity and car parking space for at least 6 cars (desirable 12 cars) and proper approach from the main road. Provision of lift beyond 2nd floor will be required.
- The building with a dedicated backup generator for lifts and other utilities will be given preference.
- In case the premises are owned by more than one owner then such joint owner can quote through one of them holding power of attorney duly notarized.
- The premises should be ready in all respects, incl. painting, flooring, plumbing, electrification for immediate occupation by HBL.
- The interiors/Air conditioning shall be carried out by HBL.
- The successful bidders will execute the lease agreement with HBL in standard format. Bidder to sign and submit the format as token of acceptance.
- **The rates offered by the bidder shall be valid for a period of 180 days from the date of opening of the bids. The date of opening of price bid would be intimated to all technically qualified bidders. They may send their representatives to witness the opening of price bid.**

- The rental should be inclusive of all the amenity charges except electricity & water which shall be borne by HBL for which dedicated meter should be made available.
- If offered premises are part of multi-storey building, the maintenance charges for common facilities like security, lighting, lift, over all maintenance etc. should be borne by the owner.
- All Municipal/Govt./other taxes/charges/cess/levies shall be borne by the owner.
- EMD of all the unsuccessful bidders would be returned after the selection process is complete.
- **Bid submission:** Bidders to quote Per Square feet monthly rental and yearly percentage escalation valid for a period of 5 Years, escalation will be applicable on the rental for the immediate previous year. Example: if Bidder quotes monthly rental for first year as say Rs 100/-per sqft and yearly escalation for next 5 years as say 5% then the 2nd year rental will be Rs 105 per sqft and 3rd year rental will be 110.25 per sq ft and so on. However, HBL reserve the right to extend the lease period after the initial period of lease for 3 years.
- **Evaluation:** The evaluation of the premises shall be on lowest offer basis on total rental outgo calculated for 5000 sq ft among the technically acceptable offers for 3 Years.
- Premises having more than 5000 sq ft area, either should be offered dedicated demarcated area between 4000 – 5000 sq ft or maximum rental will be acceptable for 5000 sq ft area.
- Hence, payment shall be made on actual area with a ceiling of 5000 sq. ft.
- **Validity:** The bid shall be valid for a period of 180 days from the date of opening of the tender.
- **Payments:** Shall be made by the way of *e-payment* on monthly basis on the 10th of every following month. Payments will be made from HPCL Biofuels Ltd Patna.
- **TDS:** would be deducted on the rentals at the prevailing rate.
- HBL reserves the right to reject any or all the offers without assigning any reason thereof.
- In case of any of the documents submitted are in local language notarized English/Hindi translation of document is to be submitted with the document.
- Bidder should **sign and put** the date at the end of each page of the documents submitted by the bidder including draft agreement copy.
- **NOTE: BROKERS AND PROPERTY DEALERS ARE NOT ALLOWED TO QUOTE.**
- **The bidder will have to submit an EMD of ₹ 25,000/- (Rupees Twenty-Five Thousand only) in the form Demand Draft payable at Patna drawn on any scheduled bank (other than co-operative banks) in favour of HPCL Biofuels Limited and to be submitted along with technical/unpriced bid.**
- Bid submitted without valid EMD shall be rejected.
- The Technical/Unpriced bids found suitable after the initial scrutiny of the documents would be taken up for technical visit of the premises by the technical committee for the assessment of the premises offered by parties. The decision of the technical committee on the acceptance/non-acceptance of the premises offered shall be final and binding on the bidders.
- **The successful bidder shall have to indemnify HBL to the effect that the offered property is not subject to any attachment, lien, charge, recovery or litigation in the standard format (Annexure-I).**
- **Premises owners who have applied for completion/occupancy certificate can also apply, subject to submission of an Indemnity Bond-cum-undertaking (Annexure-II) along**

with the application. Proof of applications made for completion certificate to the concerned authority should be submitted along with the Technical Bid.

- Premises should be situated in specified area where estate commercial with easy access and good surroundings; and should be well connected with public transport.
- Separate provision should be available for installation of DG set and earth pits / connections on non-chargeable basis for HBL requirements (DG to be provided and maintained by HBL).
- Necessary stamp duty charges for the lease agreement will equally borne by HBL and Bidder. Successful bidder will coordinate for the same and bear any incidental charges.
- HBL may depending upon requirement modify / amend conditions or cancel the applications.

HOW TO SUBMIT THE OFFER: The tender offer shall comprise of two bids i.e. techno-commercial bid and price bid. Interested parties having clear title should submit their **SEALED OFFER IN TWO BID BASIS i.e. UNPRICED BID AND PRICED BID as per formats given in the tender** in separate sealed envelopes marked as

1) "Technical Bid (Unpriced Bid) for OFFICE PREMISES: Patna" and

2) "Price Bid for OFFICE PREMISES: Patna" in prescribed bid document obtainable at our web site www.hpclbiofuels.co.in.

3) **Both the sealed envelopes shall be put inside one MAIN ENVELOPE and super - scribing/ marking the envelop front by mentioning "OFFER FOR OFFICE PREMISES: Patna" on it and also mention your name and complete mailing address and name of the bidder on the main envelop.**

4) **Kindly paste the attached cut out slip with our office address on the face of the main envelope.**

VERY IMPORTANT: Please note that there shall not be any reference of the offered price/rental in the "Unpriced Bid" and any Unpriced bid having these details will be summarily REJECTED.

Offers received in open/ unsealed condition are also liable to be Rejected.

Pre Bid Meeting date: 07/03/2018 at 11.00 Hrs (IST)

Due date for Bid submission: 22/03/2018 at 15.00 Hrs (IST)

Due Date of Opening of Technical Bids: 22/03/2018 start at 15.30 Hrs (IST)

Bid from brokers/property dealers shall be rejected rightly. Bids received through Telex/Fax/Email bids shall not be accepted. Bids received after the due date and time shall be rejected and the representative of such bidders shall not be allowed to attend the tender proceedings. HBL shall not be responsible for any postal delays.

The UNPRICED bid should clearly specify / enclose the following as minimum:

1. Name, Address, Telephone / Mobile No. of contact person
 2. Location Details, preferably with a sketch showing the location with nearby landmarks for easy identification.
 3. Area of offered premises & ownership details and documents & approved plan etc.
 4. Availability of drinking water, power, enclosed parking & other facilities / amenities.
- Basis the details submitted in the offer, HBL representatives shall visit the location/premises to assess its suitability. The price bid of only those parties whose offer is found technically acceptable shall be opened.

The successful bidder shall have to enter into a Lease Agreement with us. The offer should be valid for a period of 180 days from the date of bid opening.

The priced bids of technically successful bidders shall be opened. Interested bidders may remain present during technical/ priced bid opening on the due date and time.

HBL reserves the right to cancel the entire process of bidding at its own will at any point of time without assigning any reasons for the same. HBL reserves the right to reject the offers not meeting the tender requirements.

Address for Submission of Bid Documents: Bids to be submitted at our HPCL Biofuels Ltd, 271, Road No. 3E, New Patliputra Colony, Bihar-800013 at the tender box kept at office reception area in main building.

“Contact Person for submission of Bids: Assistant Manager-Purchase, HPCL Biofuels Ltd, Patna Phone No. 0612-2270483 “

Bids received after the due date and time will be summarily rejected and returned unopened back to the bidders. Please ensure to mention your mailing address on the main envelope. HBL will not be responsible for any postal delays.

Interested parties may submit their offer as per the details below:

A) Technical/Unpriced bid

1. Name of the Owner/s of property : _____

2. Address for Correspondence : _____
(With PIN Code)

3. Contact No. : _____

Email address : _____

4. **Address of the Premises Offered :** _____

(with PIN Code) _____

5. Details of the Premises Offered : _____

(No. of Halls, Rooms, Kitchen, Pantry, _____

Toilets, Open Space, _____

Parking Area, Storage Area, Balcony, _____

Verandah etc. _____

with area of each facility) _____

Total Carpet Offered Area offered to HBL : Area _____sq. ft.

6. Vehicle Parking Space : _____nos. / _____ sq. ft.

NOTE: For the following items where options are given, please tick \surd whichever is applicable for the offered premises.

7. Enclosed Parking area : Paved / Unpaved

8. Separate Bore well with pump available. : Yes / No

If No, then specify source of Water

9. Overhead Tank & Plumbing fixtures available & in working condition : Yes / No
10. 3 phase power source available (Please specify the approved load KVA/KWH) : Yes / No
11. Backup power available through DG set (if yes then mention DG Set capacity and method of measurement of back-up power) : Yes/ No
12. Type of flooring in Toilets :
13. Kitchens having platforms, shelves etc. : Yes / No
14. Type of Premises : Single Storey / Multi Storey
15. Distance from Railway Station/Airport :
16. Distance from Highway (SH/NH) or Main road :
17. Internal Painting complete in all respect : Yes / No
18. Building offered is independent or in part : (i.e. independent portion)
19. Terms & Conditions of enclosed Lease & license agreement acceptable to the bidder : Yes / No
20. Premises offered will be in ready condition for occupation on at the date of signing agreement: Yes / No
21. Extension of Lease if necessary, acceptable : Yes / No
22. Please tick (✓) mark the signed documents which are attached with the technical bid
- a. Ownership Documents ()
- b. Nil Encumbrance, Clear Possession, Completion Certificate/ Undertaking (Annexure II) Occupancy certificate etc. ()
- c. Proof of payment of Municipal Taxes Electrical Bills ()
- d. Key Plan, Approved drawing/plan of the premises offered ()
- e. Copy of Power of Attorney (Refer clause 1 of Terms & Conditions. If applicable, holder as referred in terms & conditions should submit a copy of POA.) ()
- f. Signed copy of the "Lease " agreement format as a token of acceptance ()
- g. Offered premises is in the advertised area. ()
- h. Nil Encumbrance Certificate (covering a period of 13 years In the absence of Nil Encumbrance Certificate, the Party can submit Advocate's Title Opinions showing proof of ownership /freehold right over the property at the time of submission of offer. ()
- i. EMD Details DD No._____ Date._____ ()

Notes:-

1: The bid is liable for rejection if the documents required as per S.N 22 are not attached.

2. There should not be any reference of the expected price/rental in the Unpriced (Technical) bid and any bid having these details shall be summarily rejected.

B) Price bid: The Price bid should have the offered rate in Rupees per Sq. Feet of carpet area. The rate quoted should be mentioned both in figures and words in Rupees legibly without any over writing.

The Price bid and Unpriced bid (Technical bid) should be kept in separate sealed envelopes superscribing the bid type (Price Bid or Technical Bid) duly sealed. Both these envelopes should be kept in another sealed envelope which should be superscribed "**Offer for Office premises at Patna**" and the same should be submitted before the due date and time at the following address: - **HPCL BIOFUELS LTD, 271, ROAD NO. 3E, NEW PATLIPUTRA COLONY, PATNA-800013**

Last Date & Time of Submission of Bids: 22/03/2018 at 1500 Hrs. (IST)

Time & Date of opening of Unpriced Bids: 22/03/2018 at 1530 Hrs. (IST)

The Technical/Unpriced bids shall be opened at the date & time mentioned above. All the bidders are requested to be present at the time of opening the bid at the above-mentioned address.

Atul Kumar
Assistant Manager- Purchase
HPCL Biofuels Ltd.-Patna

LEASE AGREEMENT

THIS DEED OF LEASE made on day of two thousand Eighteen BETWEEN _____, all represented through their Constituted Authority / Authorized representative _____ having his office at _____, hereinafter referred to as “the LESSORS”, (which expression shall unless excluded by or repugnant to the context include their respective heirs, executors, administrators, legal representatives and assigns) of the FIRST PART AND HPCL BIOFUELS LTD, HOUSE NO. 271, ROAD NO. 3E, NEW PATLIPUTRA COLONY, PATNA-800013 hereinafter referred to as “the LESSEE”, (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor(s)-in-interest and assigns) of the OTHER PART -

W H E R E A S :

A. The Lessors have represented to the Lessee as follows:

A.1 At present the Lessors are the lawful absolute owners of and/or well and sufficiently entitled to premises no. _____ more fully described in the **First Schedule** hereunder written and hereinafter referred to as “the **said Premises**” and have clear and marketable title thereto and the absolute, unfettered and unrestricted right to grant lease in favour of the Lessee in respect of the entire _____ (hereinafter referred to as “the **Demised Premises**”) of the building erected on the said Premises or part thereof and more fully described in the **Second Schedule** hereunder written and shown delineated in _____ in the map or plan annexed hereto in consideration of the rent hereby reserved and on the terms and conditions contained hereinafter.

A.2 The Demised Premises is free from all encumbrances, charges, liens, claims, demands, mortgages, tenancies licenses, occupancy rights, trusts, debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignments easements liabilities and lis pendens whatsoever.

B. The Lessors are willing to grant a lease in favour of the Lessee in respect of the Demised Premises for a period of Three years

commencing from _____ and expiring on _____ with an option to the Lessee to renew this lease for a further period of Three years on the terms and conditions hereinafter contained.

- C. The premises include car parking space for at least __ cars and proper approach from the main road.
- D. Believing the aforesaid representations and warranties of the Lessors to be true and correct and acting on the faith thereof the Lessee has agreed to enter into this lease on the terms and conditions stipulated and for the consideration stated hereinafter and that in the event of any of the aforesaid representations or warranties being proved incorrect or false or breached by the Lessors, the same shall furnish to the Lessee ground(s) for termination of this Lease.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:

- 1. In the premises aforesaid and in consideration of the rent hereby reserved and of the covenants and conditions hereinafter contained and on the part of the Lessee to be observed and performed, the Lessors do hereby grant and demise unto the Lessee **ALL THAT** the entire _____ (hereinafter referred to as "**the Demised Premises**") in the building erected on the said Premises or part thereof and more fully described in the **Second Schedule** hereunder written and shown delineated in _____ in the map or plan annexed hereto for a period of __ (____) years commencing from _____ and expiring on _____ yielding and paying therefor unto the Lessors during the said period of _____ years the monthly rent as follows :

<u>From</u>	<u>To</u>	<u>Rent</u>
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- 2. The monthly rent shall be payable by the Lessee on or before the __th day of the month succeeding the month for which the same shall become due.

3. All Municipal/Govt./other taxes/charges/cess/levies on the offered premises shall be borne by the Lessors.
4. Monthly maintenance charges (if applicable) are included in the rentals mentioned hereinabove. No separate maintenance charges are payable by the Lessee to the Lessor.
5. All payments due and/or payable by the Lessee to the Lessors shall be made by way of e-payment and shall be paid directly in the account of the respective Lessors in equal proportions. The Lessors shall have to submit an E-mandate form for the same providing the details of their account and duly certified by the Bank.
6. All payments made by the Lessee to the Lessor shall be subject to deduction of tax at source under the provisions of the Income Tax Act. The Lessee shall submit appropriate certificates thereof to the Lessor evidencing such deduction.
7. **THE LESSEE HEREBY COVENANTS WITH THE LESSORS as follows:**
 - 7.1 The Lessee, at its option, may take out an insurance policy, at its own costs, for its stores, equipment, furniture, fixtures and other movables belonging to the Lessee and located in the Demised Premises;
 - 7.2 The Lessee shall not store any combustible or hazardous materials in the Demised Premises, except cooking gas in the pantry set up in the Demised Premises;
 - 7.3 The Lessee shall use the Demised Premises only for the purposes for which it has been leased to the Lessee;
 - 7.4 The Lessee shall pay for the electricity consumed by it in the Demised Premises as per meter readings of the existing meter provided by SBPDCL or relevant authority for that purpose;
 - 7.5 The Lessee shall keep and maintain the Demised Premises, its interior and partition walls, interior structural parts and supports in a state of good tenantable repair, order and condition and particularly so as to support, shelter and protect the other parts of the said building besides the Demised Premises;

- 7.6 The Lessee shall attend to all minor repairs including fuses, leakage of water taps and such other matters in the Demised Premises at its own costs;
- 7.7 The Lessee shall pay from time to time during the said term the rent(s) including increases in rent as aforesaid and maintenance charges whenever due which the Lessee is liable to pay as agreed under these presents and to observe and perform all the covenants and conditions contained in these presents. All dues that become payable to the Lessors in accordance with the terms of these presents shall be paid by the Lessee in the manner and within the time as stipulated herein;
- 7.8 The Lessee shall allow the Lessors and/or their authorised agents, surveyors and/or workmen to enter into the Demised Premises at all reasonable times, after adequate and reasonable prior notice to the Lessee, for the purpose of either viewing the condition of the Demised Premises or for doing such work as may be required or necessary for repairs, alterations or improvements of the said building / Demised Premises or for any other purpose connected with this Lease or for enabling the Lessors to perform any of their covenants and conditions contained herein;
- 7.9 The Lessee shall pay charges for the water consumed by it in the Demised Premises in accordance with the separate meter that may be provided for that purpose. In case no separate meter is provided or is not feasible to be provided, the Lessee agrees to pay to the Lessors such charge as may be apportioned by the Lessors which shall be determined / based on reasonable criteria. These charges shall be reviewed for each year of this Lease. The review in the water charges is conditional upon the water consumed being un-metered. In the event of separate meter connection being installed the water charges would be on actuals as per the bills received. Such charges shall take into consideration the cost of providing water to the Lessors and be relatable to the water consumed by the Lessee in the Demised Premises. The bills for such charges will be raised by the Lessors, and will be payable to the Lessors within 15 days of receipt of such bills. The Lessors shall ensure that there is adequate and continuous water supply for the Demised Premises;

7.10 The Lessee shall not create and/or cause or allow to be caused any nuisance in the said premises and/or to the other tenants.

7.11. The Lessee shall not use or permit or suffer to be used the Demised Premises or any part or portion thereof for any illegal, immoral and/or prohibited trade / commercial activities and shall not do or cause or permit or suffer to be done on the Demised Premises or any part thereof anything which may be or become a nuisance or annoyance or which may cause damage to the Lessors or other occupiers for the time being of any other part of the said Premises.

7.12. The Lessee will be entitled and permitted to use the Demised Premises for official purpose for themselves, their employees or for any of their group, associate, subsidiary, joint venture companies and their employees, existing as of now or which may come into being in future,.

7.13 The Lessee shall not make any change in the outer look or design of the glazing, the curtain wall or any side elevation of the Demised Premises.

8. THE LESSORS TO THE INTENT THAT THE OBLIGATION MAY CONTINUE THROUGHOUT THE TERM HEREBY GRANTED, DO HEREBY COVENANT WITH THE LESSEE in the manner following:

8.1 The Lessors are the absolute owners of and/or well and sufficiently entitled to the said Premises including the Demised Premises and are entitled to grant lease of the Demised Premises in favour of the Lessee in terms hereof;

8.2 The Demised Premises is free from all encumbrances charges liens claims demands mortgages tenancies (except the continued possession of the Lessee herein) licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vestings alignments easements liabilities and lis pendens whatsoever.

8.3 The Lessee regularly and punctually paying the rents hereby reserved and observing and performing the covenants, conditions and stipulations herein contained and on its part to be observed and performed the Lessors shall permit the Lessee to peacefully and quietly hold and occupy the Demised Premises without any

interruption whatsoever by the Lessor or any of them or any person or entity claiming through or under or in trust for the Lessors or any of them during the said term.

- 8.4 The Lessee will be entitled, without requiring any prior permission from the Lessors therefore, to obtain all utilities such as telephones, facsimile, cable T.V., internet, leased line including installation of tower in the building premises, if required, electricity and/or any other utilities that may be invented or marketed hereafter. The Lessee shall be allowed to make arrangements for putting earthing strip(s) along the side of the building to and into the ground of the land comprised in the said Premises;
- 8.5 The Lessee shall according to its needs and requirements be entitled to make at its costs additions, alterations, repairs and/or renovations in the Demised Premises from time to time to make it suitable to carry on its activities including erecting, fixing, setting up or installing partitions, furniture, fittings, fixtures, furnishings, electrical / electronic and other equipment, either by itself and/or through any outside agency. The Lessor hereby consent to the same Provided that for any addition or alteration requiring the permission, of _____ or any other Authority, the Lessee shall apply for and obtain necessary permission and the Lessor shall extend all cooperation for the same. The amount of rent shall not be increased because of such additions and/or alterations and/or improvements, etc. if any in the Demised Premises that may be made by the Lessee.
- 8.6 The rules and regulations governing and/or applicable to the said building comprised in the said Premises have been and are being complied with and would continue to be complied with by the Lessors even through the Lessee's use of the Demised Premises for commercial purposes.
- 8.7 The Lessors shall maintain, upkeep and preserve the said building and the said Premises and properly maintain and operate the common services and facilities and common areas in the said Premises including the lifts if any, and electrical equipment in the said Building and shall provide maintenance services for the general upkeep of the said Building and the said Premises. The

same may be done by the Lessors themselves and/or through any agency. However, the Lessors shall be ultimately responsible to the Lessee for the maintenance and upkeep of the said Building and the services and facilities as mentioned above.

8.8 The Lessors shall authorize the Lessee to make all arrangement including laying of cables and any other equipments deemed necessary for maintaining regular power supply.

8.9 The Lessors shall regularly and without any default pay the entire municipal taxes and all other statutory levies on the said building and/or the said Premises.

8.10 The Lessors shall be liable to pay both Owner's and Occupier's share of all Municipal Corporation Tax, duties, levies, cesses related to past or at present leviabale by Government / local authorities in respect of the Demised Premises. Any increase in taxes due to new imposition of taxes/cess/levies in whatsoever form and pertaining to the Demised Premises shall also be payable by the Lessors.

8.11 The Lessors shall not make any construction in the said Premises which may cause damage to the Demised Premises.

8.12 The Lessors agree to keep and shall keep the Lessee free, harmless, saved and indemnified of from and against all actions, proceedings, demands and claims on account of absence or defect, if any, in the Lessors' title to the said Premises or the Demised Premises and/or on account of non-payment of municipal rates, taxes, levies, cesses, duties, other outgoings etc. to the relevant authorities.

9. **PROVIDED ALWAYS AND IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES** as follows:

9.1 The Lessee shall be entitled to make or cause to be made in the Demised Premises such interior decorations, improvements, additions, alterations and renovations (hereinafter collectively referred to as "**the changes**") which are of Lessee's normal day to day requirements and/or beneficial to the Lessee. The Lessee shall ensure that there is no major disruption or disturbance

caused to other occupiers of the said building if any, except minor disturbances like hammering for setting up partitions, furniture etc. while the changes are undertaken in the Demised Premises and the Lessors hereby accord their consent thereto. The erection of temporary partitions or making of cabins and similar such changes by the Lessee shall not be construed to be additions or alterations. The Lessee shall not be required to take the Lessors' permission to carry out any work not being work of structural or permanent nature, including painting, polishing, installing, repairing electrical / sanitary fittings, polishing, installing, repairing electrical / sanitary fittings and carrying out any plumbing work in the Demised Premises.

9.2 In relation to the changes as aforesaid the Lessee shall be entitled to :

- (a) have free and unrestricted access for itself, its agents, contractors, labourers and men to and exit from the Demised Premises with or without any material in connection with undertaking the changes;
- (b) to obtain support from the walls, ceilings and floors as might be required from time to time in the execution of the said interior decoration;
- (c) to fix cables, gadgets and other tools and equipments that might be found useful for the purposes of beneficially using the Demised Premises;
- (d) to fix such items as might be found necessary inside the Demised Premises for better use of the Demised Premises;
- (e) to bring in such gadgets, tools, implements and equipment for making arrangement to get the support from the walls and ceilings of the building at the Demised Premises for getting better utility, value and comfort therefrom;

It being clarified that all equipment, tools, implements, fittings, fixtures, air-conditioners and all other items brought by the Lessee for the purpose of interior decoration and/or

changes will remain the sole and absolute property of the Lessee and the Lessors will have no right to the same. It is further clarified that in the event of the Lessee requiring any permission of Gorakhpur Development Authority or any other authority for any internal addition or alteration the Lessors shall duly assist the Lessee in obtaining such permission at the costs of the Lessee.

- 9.3 The Lessors shall always have the right to lawfully add, demolish, construct further stories or any structure or make any additions to or alterations in the said building or any portion thereof at any time in future or as may be found necessary and expedient by the Lessors and as may be permissible in accordance with the applicable laws, rules and regulations and the Lessors shall give prior intimation thereof to the Lessee. Such additions or alterations shall not be done in the Demised Premises or in a manner which may affect the Demised Premises or its structural strength or any right or enjoyment of the Lessee under this Lease or which may disrupt the functioning of the Lessee or which may cause any inconvenience to the Lessee. The Lessee shall not create any unnecessary obstructions and/or disturbances in such work of the Lessors.
- 9.4 If due to any default of the Lessors, the Lessee is compelled to pay any amount to or in respect of the Demised Premises on account of arrears of rates, taxes or any other outgoings the Lessee shall be at liberty and entitled to deduct such amounts from the rents payable to the Lessors;
- 9.5 The Lessors shall have the right to enter upon the Demised Premises during the term of the Lease for purposes of undertaking inspections, repairs to the structure or any electric equipment, laying or relaying of any electric cables and water lines which may be passing or are to pass through the Demised Premises if in the opinion of the Lessors such inspections, repairs to the structure or any electric equipment, laying or relaying of any electric cables and water lines are required to be undertaken in the general interest of the said building. In such an event, the Lessor shall give prior notice to the Lessee of reasonable duration and carry out such work

within such timings as agreed upon with minimum inconvenience to and without disrupting the normal activities of the Lessee. The Lessors shall duly repair and make good any damages caused to the Demised Premises or any portion of its interiors or any equipment or article belonging to the Lessee during such work undertaken by the Lessors.

9.6 The Lessee at its option shall be entitled to renew this Lease for a further period of Three years from _____ on same terms and conditions as agreed mutually between the parties hereto. For such renewal a fresh Deed of Lease will be executed and registered by the parties.

9.7 If at any time during the period of lease, the premises or any part thereof be destroyed or damaged by fire or for any other causes, the Lessor will bear the expenses for the destruction or damage caused to the exterior/interior of the premises.

9.8 All notices required to be served by either of the parties hereto upon the other shall be deemed to have been duly and effectively served if delivered by hand or addressed by Registered Post with Acknowledgement Due at the following addresses and such services shall be deemed to have been effected in the case of delivery by hand, on the date on which it was so delivered, and in the case of delivery by Registered Post with Acknowledgement Due on the date the registered notice is received by the addressee or on the fifth day from the date of posting the same, whichever is earlier :

In the case of the Lessor :

Shri

In the case of the Lessee :

HPCL Biofuels Limited,

9.9 The terms of this Lease shall not be altered or added to or omitted except by means of writing, duly signed by both the parties hereto.

9.10 Failure of either party to exercise promptly any right herein granted, or to require strict performance of any obligation undertaken herein, shall not be deemed a waiver of such right or of the right to demand subsequent performance of any and all

obligations herein undertaken by the respective parties.

10. The costs of the stamp duty and registration would be equally shared by the Lessors & lessee.
11. Each party shall bear and pay their / its own lawyer's fees and legal expenses/ charges.
- 12.1 All dispute or difference arising out of or in relation to this Agreement shall be firstly mutually discussed and differences are to be mutually resolved by the parties. In case the disputes and difference are not mutually resolved within sixty (60) days after formal written notice of dispute or difference has been given by one party to the other but continue to subsist, the same shall be referred to sole arbitration of HBL-Director of the Lessee Company or of some officer of the Company who may be appointed as sole arbitrator by the said HBL-Director of the Company to adjudicate the disputes and difference between the parties.
- 12.2 In the event of the sole Arbitrator to whom the matter is referred vacates office or is unable to act for any reasons, HBL-Director of the Lessee Company shall appoint another officer of the Lessee Company as Sole Arbitrator.
- 12.3 The sole Arbitrator so appointed shall be entitled to proceed with the Arbitration from the stage at which it was left by his / her predecessor. It is term of this Agreement that no person other than the person appointed by the HBL-Director of the Lessee Company shall act as Sole Arbitrator.
- 12.4 The award of the sole Arbitrator shall be final, conclusive and binding on both the parties to the agreement, subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactments thereof. The rules made there under for the time being in force shall apply to the arbitration proceeding under this clause.
13. This Deed of Lease shall be signed and executed and duly registered at and the original thereof will be kept by the Lessee and a copy thereof by the Lessors.

THE FIRST SCHEDULE ABOVE REFERRED TO
("the said Premises")

ALL THAT the land and premises together with a building constructed thereon or part thereof situate at and being Premises No. _____ and butted bounded as follows :

ON THE EAST : By _____
ON THE WEST : By _____
ON THE NORTH : By _____
ON THE SOUTH : By _____.

THE SECOND SCHEDULE ABOVE REFERRED TO
("the Demised Premises")

ALL THAT the entire _____ in the building comprised in the Premises no. _____ (described in the First Schedule hereinbefore) shown delineated in _____ in the map or plan annexed hereto.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day month and year first above written.

SIGNED AND DELIVERED by the
withinnamed Lessors at
_____ in the presence of
:

SIGNED AND DELIVERED by the
withinnamed Lessee at
_____ in the presence
of :

DATED THIS _____ DAY OF _____ 2018

BETWEEN

... Lessors

AND

HPCL BIOFUELS LTD.

... Lessee

INDEMNITY BOND-CUM- UNDERTAKING
(ON STAMP PAPER OF RS.100/- DULY NOTORISED)

This Indemnity Bond cum Undertaking is executed on this _____ day of _____ 2018 by
----- S/Shri ----- and
----- residing at

the land lords/owners of the premises (hereinafter called "the Indemnifier", which expression shall include his/their legal heirs, successors and assigns) in favour of HPCL Biofuels Ltd , House no. 271, Road No. 3E , New Patliputra Colony, Patna-800013 (hereinafter called "the Indemnified" which expression shall include its successors and assigns).

WHEREAS the indemnified has proposed to take Building/Premises on lease in pursuance of tender/bid _____ dated _____ .

WHEREAS I/we the indemnifier am/are the Sole/Joint owner/s of the Building/Premises (hereinafter referred to as Demised Premises) located at _____ which is proposed to be taken on Lease by HPCL Biofuels Ltd for the proposed registered office at Patna.

AND WHEREAS I/We am/are offering the Demised Premises bearing Khata No~~~~~.Khesra No~~~~~Area~~~~~.of Mauza~~~~~Thana No~~~~~.. District~~~~~to HPCL Biofuels Ltd on Lease for a period of 03 years on mutually agreed rentals.

AND WHEREAS I/We am/are the sole/joint owner of the Demised Premises and as such I/We am/are entitled to lease the same to HPCL Biofuels Ltd.

AND WHEREAS I/We understand that as required under the terms & conditions of the tender/Bid_____ dated _____ , I/We "the Indemnifier" hereby irrevocably and unconditionally and jointly and severally undertake that the demised premises is free from all encumbrances whatsoever & has/is never been subject to any attachment ,Lien, charge, Mortgage, recovery or litigation. The indemnifier further undertakes to indemnify and always keep indemnified, "the Indemnified" HPCL Biofuels Ltd from and against all demands, loss or damage or cost, charge, expense, suit or proceedings caused to or suffered or would be caused to or suffered by the Indemnified.

In addition to this, the Indemnified HPCL Biofuels Ltd will be at liberty to terminate the said lease without assigning any reason & without prejudice to any other rights arising in its favour and can initiate action as deemed fit by it & I/We agree and undertake not to raise any objection/Protest/Counter claim etc. against the Corporation.

AND "the Indemnifier" hereby agree/s with "the Indemnified" that this Indemnity shall remain valid and irrevocable until the settlement of all claims of "the Indemnified" arising hereunder.

In witness whereof "the Indemnifier" have hereunto set and subscribed his/their hand this day and year first herein above written in the presence of witnesses.

(_____)

Executor/Indemnifier

IN THE PRESENCE

OF: WITNESS:

1.

(_____)

2.

(_____)