

**DHARAVI REDEVELOPMENT PROJECT /SLUM REHABILITATION AUTHORITY
(DRP/SRA)**

**REQUEST FOR PROPOSAL FROM OWNERS OF COMMERCIAL PROPERTY FOR
HIRING OF COMMERCIAL SPACE ON 36 MONTH RENT BASIS**

Tender Ref No. : [DRP/1/2023](#)

17/07/2023

Dharavi Redevelopment Project/ Slum Rehabilitation Authority
5th Floor, Griha Nirman Bhawan, Bandra (East), Mumbai-400 051.
E-MAIL: drpsra@gmail.com

DISCLAIMER

Request for Proposal document (the “**RFP**”) is not an agreement and is neither an offer nor an invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal (the “**Bid**” or “**Proposal**”) including all the necessary submissions and the financial offers pursuant to this RFP.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person/ entity, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Selection Process.

1. General Instructions and Terms & Conditions of the Contract

1.1. General Instructions for submission of offer

Chief Executive Officer and Officer on Special Duty, Dharavi Redevelopment Project/Slum Rehabilitation Authority, Griha Nirman Bhavan, 5th floor, Kalanagar, Bandra (East), Mumbai 400 051, is inviting offers from the legal owners or their power of Attorney holders in the form of the two Envelope system i.e. Technical offer and Financial offer, for hiring/Outright purchase of office accommodation located near Churchgate station, Mantralaya or in Nariman Point with minimum carpet area of 2500 sq.ft. & above.

The bid documents can be downloaded from the website <https://mahatenders.gov.in> between 17/07/2023 to 24/07/2023. The last date for submission of the proposal in online is 24/07/2023 11:00 AM. Technical Bids will be opened on 25/07/2023 11:30 AM. The financial bids of the Bidders whose proposals have been found to be most suitable for DRP/SRA will be opened on 27/07/2023.

Bonafide owners of premises who possess free hold title on the said, premises and who can in law let the premises to the DRP/SRA are only invited to participate in the bid. Offers from intermediaries or brokers will not be entertained.

Technical Offer

The Technical offer shall be submitted online under Technical Proposal (E-ENVELOPE 1 containing Annexure 1, 1A and 1B). The Technical offer should be accompanied by the following documents and as mentioned in Annexure 1:

- i) Location Map.
- ii) Approved plan of the offered premises with exact measurement for carpet area.
- iii) Latest Property tax paid receipts of property
- iv) Latest Electricity bills of property
- v) Latest water bills of property
- vi) PAN Card

All the details and documents mentioned in the bid form must be submitted. An offer having incomplete details / documents are liable to be rejected.

The parties, before submitting the bid shall verify about the correctness and authenticity of the details and documents submitted. Submission of wrong details / documents would lead to the rejection of offer. The owner shall make available the building for inspection by the officers of DRP/SRA after the opening of the Technical Offers, if DRP/SRA demands.

The Financial Offer will be opened only of those Bidders, whose premises are found most suitable by the DRP/SRA.

Financial Offer

The Financial Offer shall be submitted online in E-Envelope 2.

The rent demanded per Square feet of the carpet area will constitute the Financial Offer. The rent offered should be inclusive of property tax, Monthly Maintenance charges, or any other tax required to be paid by the property owner/s. The lease period shall be of minimum 36 months for the offer submitted with no escalation for 36 months. It may be noted that no negotiations will be carried out except with the lowest offer and therefore most competitive rates should be offered.

CEO & OSD of DRP/SRA reserves the right to reject any / all offers, including that of the lowest offer without assigning any reason. Finalization of rent based on location and quality of construction is subject to approval of the CEO & OSD of DRP/SRA.

Note - The Financial offer should include-

1. The rent proposed to be charged per square ft. on the basis of carpet area which should be inclusive of all costs of services including;
2. The charges for the maintenance (Civil, Electrical, Plumbing)
3. The Charges for the maintenances of the air-conditioning equipment and lifts.
4. The charges for parking space.
5. The charges for security.
6. Taxes and duties, to be paid to various authorities.

1.2. Major Terms and Conditions of the Contract

Major terms and conditions of the Contract will be as follows:

- a. The premises should be fully furnished and in ready condition and the owners of the premises will have to hand over the possession of premises within 7 days after acceptance of their offer.
- b. Premises offered should consist of the amenities / facilities as mentioned in Annexure II enclosed herewith.
- c. The premises should have One Chamber for Senior Officer with attached wash room.
- d. The premises shall have fully furnished one conference/meeting room and waiting room.
- e. The legal owner of that building shall provide atleast two parking spaces for the DRP/SRA.
- f. There should be separate provision of toilets for ladies and gents with sanitary and water supply installation.
- g. Building should have assured power back-up and running water supply on continuous basis.
- h. In case of high-rise building, provision of lift is essential with assured power backup.
- i. Building should have appropriate fire safety compliance mechanism.
- j. All the common amenities available in complex shall be made available to officers in that complex.

- k. The building should be secure enough to protect the government property.
- l. The legal owner will undertake to carry annual repairs and maintenance every year and any repairs connected with the basic structure on the suggestion of the DRP/SRA.
- m. The Owner would be required to get the premises insured against all types of damages due to various causes during the entire period of rent contract.
- n. Premises should not be mortgaged or leased and should be free from any encumbrances or lien of any type.
- o. Premises offered shall have all the statutory approvals from Central/State Departments and all the approvals/clearances from by the local authorities.
- p. The office space should have electric fixture like fans, tube lights, switches, power points of ISI/BIS specifications.
- q. The space offered should be free from any liability and litigation with respect to its ownership.
- r. The period of lease shall be for minimum duration of Three (03) years for the rent finalized.

Annexure 1: Covering Letter (ANNEXURE 1, 1A AND 1B SHALL BE PART OF E-ENVELOPE 1)

To,

**Chief Executive Officer and Officer on Special Duty,
Dharavi Redevelopment Project/ Slum Rehabilitation Authority**
5th Floor, Griha Nirman Bhawan,
Bandra (East), Mumbai-400 051.

Subject - Proposal from Owners of Commercial Property for hiring of Commercial Space on minimum 36 months rent basis.

Dear Sir,

1. We have obtained the offer documents from the website of sra.gov.in for the above mentioned subject.
2. We hereby certify that I/We have read the entire terms and conditions of the tender documents and I/we shall abide hereby by the terms / conditions / clauses including annexures contained therein.
3. We hereby unconditionally accept the tender conditions.
4. We confirm that any electricity bill amount due before the handover of the premises to DRP/SRA will be paid by us.
5. We confirm that we will get necessary No Objection Certificate from the Society within 7 days from the date of signing of the Leave & License Agreement.
6. We certify that all the information furnished by me / firm is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then DRP/SRA shall without giving any notice or reason therefore can summarily reject the offer or terminate the contract, without prejudice to any other rights or remedy that is provided in the tender document.

Yours faithfully,

Name of the Authorized Representative/ Owner

Name of Company

Stamp and Seal

Date: ___/07/2023

Annexure 1A: INFORMATION TO BE PROVIDED BY THE OWNER

Sr. No.	Requirement of Facilities	Available Facilities to be mentioned by the Bidder
1.	Full particulars of the legal owner of the Premises: Name of Authorized Person/ Company Name: Address: Contact No of the Authorized Person / Managing Director of the Company : Email Address: Pan No of the Owner of the Premises:	
2.	The location and address of the proposed premises, including floor number, wing number etc. (Location Map shall be enclosed)	
3.	Carpet Area of the Premises offered (Minimum 2500 sqft)	
4.	Type of Premises : Residential Or Commercial	
5.	Lease Period offered for monthly rent quoted (Minimum period shall be 36 months)	
6.	The building should be in a ready to use condition with electricity, water, lifts, sewerage, firefighting equipment and adequate toilet facilities.	
7.	The electric power available should be indicated.	
8.	There should be proper road approach and entrance to the proposed building.	
9.	The office should be fully Furnished	
10.	One Chamber for Senior Officer shall have Antechamber with attached washroom	
11.	The office shall have one conference/meeting room and shall have waiting lounge	
12.	The premises should have facility of pantry.	

13.	<p>There should be provisions for 24 hrs, Electric Supply and Water Supply.</p> <p>Power backup facility for how many hours shall be mentioned.</p> <p>Whether separate electricity meter provided for the Premises offered</p>	
14.	Number of parking spaces that will be available to Lessee	
15.	Premises shall be in condition to handover within 7 days of acceptance of offer. (Date of termination of any earlier Lessee shall be mentioned)	
16.	Separate provision of toilets for ladies and gents with sanitary and water supply installation.	
17.	Approved plan of the offered premises with exact measurement for carpet area shall be attached	
18.	Date of Construction	
19.	Number of floors in the building	
20.	Whether area near Churchgate station, Mantralaya or within Nariman Point	
21.	Other facilities and amenities available in the building	
22.	Type, model, company and no. of lifts available / carrying capacity	
23.	Details of Air conditioning units/ fans in the Premises	
24.	Details of furnitures and fixtures in the Premises which will be handed over	
25.	Sanctioned Electricity Load	
26.	Whether premises offered for rent is free from litigation including disputes in regard to ownership, pending taxes / dues or like (enclose copy of Affidavit from owner or Power of attorney holder)	
27.	Details of Fire Safety Mechanism, if any	

28.	Copy of Occupation Certificate obtained from MCGM to be attached	
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Enclosures:

- a. Index II or any other equivalent document proving the ownership rights of the premises.
- b. Location Map.
- c. Approved plan of the offered premises with exact measurement for carpet area.
- d. Latest Property tax paid receipts of property
- e. Latest Electricity bills of property
- f. Latest water bills of property
- g. PAN Card
- h. Affidavit from owner or Power of attorney holder that premises is free from litigations
- i. Copy of Occupation Certificate obtained from MCGM

Name of the Authorized Representative/ Owner

Name of Company

Stamp and Seal

Date: __/07/2023

Annexure 1 B: Affidavit on stamp paper and Notarized

AFFIDAVIT

I/We _____ son/Daughter of _____ (or Authorized Representative/Managing Director of M/s _____), are owners of the office premises bearing number _____ situated at _____.

I/We have gone through the various terms and condition mentioned in the tender document and I/We agree to abide by them. I/We , solemnly declare that, to the best of my knowledge and belief the information given above and in the enclosures accompanying are correct, complete and truly stated.

I/We declare that we are the legal owners of the Premises at _____ address, which has statutory approval in all respect. I/We have complete legal authority to lease the above Premises and for minimum period of 36 months and premises offered for rent is free from encumbrances, litigation including disputes in regard to ownership, pending taxes / dues, etc.

In the event of any of the information submitted by us is being found to be not true or any of the claims of the ownership of premises are found to be untrue, we acknowledge that our offer will be rejected by DRP/SRA and I/we shall be liable for prosecution and punishment under Indian Penal Code and/or any other law applicable thereto.

DEPONENT VERIFICATION

I/ We, _____ the above named deponent do hereby verify that the facts stated in the above affidavit are true to my knowledge. No part of the same is false and nothing material information has been concealed therefrom.

Verified at Mumbai on ___ day of July, 2023

Name of the Authorized Representative/ Owner

Name of Company

Stamp and Seal
Date: ___/07/2023

Verified by

Advocate

Annexure 2: FINANCIAL OFFER (E-ENVELOPE 2)

Sr. No.	Requirement of Facilities	Available Facilities to be mentioned by the Bidder
1.	Rent per sq.ft of Carpet Area per month	Rs. _____/ sqft/ month
2.	Rent per month for the Premises (3) X (4) in Rs.	Rs. _____/ month
3.	Lease Period offered for monthly rent quoted (Minimum period shall be 36 months)	

DRAFT LEAVE & LICENCE AGREEMENT

THIS AGREEMENT ("Agreement") made at Mumbai on this day of ____, ____2023 ("Execution Date") between:

_____ Mumbai Adult Indian Inhabitants having their address at _____, Mumbai _____ hereinafter referred to as "**the Licensors**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, representatives and assigns) of the ONE PART;

AND

DHARAVI REDEVELOPMENT PROJECT/SLUM REHABILITATION AUTHORITY (hereinafter referred to as "**DRP/SRA**", which expression shall unless it be repugnant to the context or meaning thereof mean and include the said Authority and its successors in office), a statutory authority constituted by the Government of Maharashtra in pursuance of Section 3A of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (Maharashtra Act No. XXVIII of 1971) (the "MSA (ICR) Act, 1971") as the Special Planning Authority (SPA) of the area under Sub-section 1 (b) of Section 40 of M.R. &T.P. Act, 1966. and having their office at Griha Nirman Bhavan, 5th Floor, Bandra, (East), Mumbai 400 051 through _____, being the party of the FIRST PART

WHEREAS:

- A. The Licensors has represented to the Licensee that the Licensors are the absolute owner and in possession of office premises bearing Nos. _____, Mumbai - _____, Maharashtra, admeasuring area of _____square feet carpet area more particularly described in the Schedule hereunder written along with its furniture's and fixtures are hereinafter collectively referred to as "**the licensed premises**";
- B. The Licensee has been selected by the Licensors through a tender process for taking on leave and license the commercial premises on the terms and conditions contained in such tender document and the proposal of the Licensors was found to be most suitable by the Licensee;
- C. The Licensors has provided inspection of all the title documents related to the Said Licensed Premises to the satisfaction of the Licensee and the Licensee has satisfied itself on the title of the Licensors to the Said Licensed Premises. The Licensee has inspected the Licensed Premises (including the furniture's and fixtures) and has satisfied itself in all respects in relation thereto, including as to the location, area, condition and state thereof, and particularly with reference to the use and occupation of the Licensed Premises and found the same to be satisfactory and acceptable to the Licensee;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS;

Interpretation

1. In this Agreement:-

- a. The descriptive headings of Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of this Agreement.
 - b. The recitals, annexures, schedules and appendices form part of the Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, schedules and appendices to it. Any references to clauses and schedules are references to clauses of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the clause or schedule in which the reference appears.
 - c. Any references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time.
 - d. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Business Day if the last day of such period is not a Business Day; and
 - e. Unless otherwise specified, wherever any payment is to be made or action taken under this Agreement is required to be made or taken on a day other than a Business Day such payment shall be made or action taken on the next Business Day.
2. The recitals as mentioned hereinabove shall form part and parcel of these presents.

Licensors Representations

3. The Licensors represents that:-
- a. the Licensors are the sole and lawful owner of the Licensed Premises and has full power and absolute authority to grant the License of the Licensed Premises and to execute this Agreement and the rights granted under this Agreement in favour of the Licensee and that there is no impediment whatsoever on account whereof the Licensors is in any manner, prevented from giving the Licensed Premises on license in the manner herein provided or under applicable law;
 - b. subject to what is mentioned herein, no other person has any right, title or interest or share in the Licensed Premises in any manner whatsoever;
 - c. the Licensors has duly paid, regularly and punctually, all outgoings of whatsoever nature including rents, rates, taxes, cesses, duties, assessments Central, State or Municipal assessed, levied, charged/imposed or payable in respect of the Licensed Premises.

License Period

4. The Licensee shall, by leave and license of the Licensors, hereby granted have the use, occupation and enjoyment of the said Licensed Premises for a period of __ years i.e. __ months commencing from the ____/2023 to _____ ("the License Period") (both days inclusive) on and subject to the terms and conditions herein contained. The Licensors shall provide the Licensee with all existing keys including duplicates.

5. There shall be a lock in period of 36 months. Both parties will not be entitled to terminate these presents during the lock in period. The Licensors can terminate these presents on account of a material breach of the terms and conditions of these presents and on account of the Licensee not making payment of the license fees as contemplated herein.
6. The Leave and License, in respect of Licensed Premises shall commence with effect from ____/2023 (hereinafter referred to as "**Handover Date**"). The first payment of the License Fee in respect of the Demised Premises shall be payable by Licensee within 7 (seven) days from the Handover Date pro-rata and thereafter in advance by the 10th day of the succeeding English Calendar month.

License fees/compensation

7. It is hereby agreed that the Licensors shall charge, and Licensee shall pay to the Licensors, an aggregate monthly license fee/compensation fee at the rate and in the manner stated in the Annexure-I (hereinafter referred to as "License Fee") to this Agreement.
8. The License Fee shall be paid fully, without any deductions whatsoever, except for applicable income-tax deductions at source (TDS). The Licensee shall submit appropriate certificates thereof to the Licensors evidencing such deduction in the name of the Licensors at the end of each financial year and not later than 1 (one) month from the end of the financial year .
9. The Licensee shall pay to the Licensors the applicable GST payable on the License Fee and any other tax in the nature of GST, imposed on the use of the Licensed Premises by the Licensee, as per the applicable rates.
10. The first instalment of the License Fee in respect of the Licensed Premises shall be payable by Licensee within 7 (seven) days from date of commencement of agreement and thereafter in advance by the 10th day of the succeeding English Calendar month.
11. In case of delay by the Licensee in making payment of the License Fee amount to the Licensors beyond 10th day of the month for which License Fee is payable, the Licensee shall pay interest to Licensors at the rate of 18% per annum on the unpaid License Fee/outstanding amount from the 10th day of the month for which License Fee is payable until the date of realisation. The payment of interest is in addition to the rights of the Licensors to terminate these presents as mentioned herein.
12. The License Fee shall be increased by 15 (Fifteen) per cent after 3 Years. (in case the License period is for more than 36 months)

Security Deposit

13. The Licensee has, in order to guarantee the due performance of all its obligations enumerated in this Agreement and in consideration of grant of License of the Licensed Premises, deposited and maintained with the Licensors a refundable interest free security deposit equivalent to twelve months of License Fee amounting to Rs.____/- (Rupees ____ only) to be paid simultaneously with the execution of the present Agreement (the payment and receipt whereof the Licensors hereby admits and acknowledges) as stated in the Annexure II (hereinafter referred to as "Security

Deposit"). The Licensee shall replenish the Security Deposit for this agreement at the end of every six months for an amount which shall equal to aggregate of 6 months of the License Fee.

14. It is agreed by and between the Parties hereto that on this Agreement being terminated by either Party as provided herein or on the expiry of the License Period by The licensee can adjust the security deposit from the last months of rent to the Licensee without any interest, subject to the Licensee having paid all License Fees and all other specified amounts as mentioned in this Agreement due to the Licensors till the date of expiry of this Agreement or earlier determination of this Agreement).
15. If the Licensors fails to refund the Security Deposit amount after deduction of any unpaid License fee and/or any other amount due under this Agreement, to the Licensee simultaneously with the Licensee handing over the said Licensed Premises to the Licensors, the Licensors shall pay interest to the Licensee at the rate of 18% per annum on the outstanding amount of the Security Deposit from the date of hand-over till the date of realisation. It is expressly clarified that the Licensors shall be entitled to retain and withhold from the Security Deposit an amount equal to the average billed amount of the immediately preceding three bills (a) for electricity and other utilities; and (b) for all other statutory dues and taxes, both for the duration preceding such expiry or sooner determination and bills for which are to be received or to be paid.

Municipal Taxes

16. The Licensors shall pay all present and future municipal taxes, cesses, assessments and outgoing as applicable on the ownership of the licensed Premises, imposed or payable to any statutory or local authority. The Electricity charges and other charges of actual usage of the licensed premises like Telephone etc shall be paid by the Licensee. The parties agree that in the event and upon the execution of this Agreement and after the initial assessment of the property tax of the Said Property, the property taxes increase, then such increase in the property taxes pertaining pro rata to the Licensed Premises shall be paid by the Licensors and shall be reimbursed by the Licensee to the Licensors within 10 days.

Covenants of the Licensors

17. The Licensors hereby covenants with the Licensee as follows that the Licensors shall at its own cost arrange for necessary repairs in respect of any major structural repairs, defects or damage to the Licensed Premises and/or electrical power at the main electricity board expeditiously and within reasonable period not exceeding two weeks, save and except that cost of such repairs as become necessary due to any cause directly or indirectly attributable to the Licensee and/or their employees, contractors, servants, agents, authorised visitors, customers or any person acting under or through them shall be borne by the Licensee and shall be paid by the Licensee to the Licensors within 7 (seven) days of written demand in that regard being made on the Licensee by the Licensors. If for any reason the defects cannot be rectified within a period of two weeks, the Licensors shall at the earliest (during the said two weeks) notify the Licensee about the time required to rectify the defects (hereinafter referred to as "**extended time**"). If

the said structural repairs, defects or damage to the Licensed Premises (excepting Force Majeure Event) including but not limited to electrical power at the main electricity board are not caused by the reasons aforesaid, and is not carried out within a reasonable time by the Licensors, the Licensee shall carry out the same at its own costs with prior approval from the Licensors and adjust the approved amount against the License Fee payable to the Licensors for the next month. In case of any major structural damage or defect to the Licensed Premises due to which the Licensee is unable to use the Licensed Premises for a period of 30 (thirty) days or more, the Licensee shall not be obliged to pay the License Fee for the period from the date it is unable to use the Licensed Premises till the date the major structural damage and defects to the Licensed Premises are rectified and the Licensee is able to use the Licensed Premises.

Covenants of the Licensee

18. The Licensee hereby covenants with the Licensors as follows:-

- a. The Licensee shall, during the continuance of this Agreement, pay to the Licensors, the monthly License Fees in advance, as specified in the Annexure I, without any delay, protest or demur whatsoever;
- b. The Licensee shall pay GST on the License Fee and any other tax in the nature of service tax/GST imposed on the use of the Licensed Premises by the Licensee, if applicable.
- c. The Licensee shall pay to the authorities concerned all charges for and in connection with electricity consumed in or from the Licensed Premises in the Said Property as shown by the separate meter thereof;
- d. The Licensee shall use the Licensed Premises with due care and caution and shall keep and maintain the same in good order and condition;
- e. The Licensee shall use or cause to be used the Licensed Premises only for office use and for no other purpose whatsoever;
- f. The Licensee shall observe, perform and abide by or otherwise comply with all rules, regulations and bye-laws for the time being in so far as the same are applicable to the Licensee and other occupants of the said Building including, but not limited to, the rules, regulations and byelaws of the society, condominium, company or other association and its managing committee, as and when formed;
- g. The Licensee shall also pay separately the charges towards consumption of water including any GST/other levies, if applicable, within 10 working days from the date of presentation of the bills in respect thereof. The water consumption charges will be allocated, as per bills received, in proportion to the occupied area by the Licensee;
- h. The Licensee shall keep the interiors and fitouts of the Licensed Premises in good and tenable repair and condition (reasonable wear and tear excepted) and shall carry out all internal repairs in the Licensed Premises at its own costs;
- i. The Licensee shall not carry on, nor permit to be carried on, any unlawful activities in the Licensed Premises;
- j. The Licensee shall be responsible for ensuring proper conduct by its employees, servants, agents, workmen, party/s acting under or through them and visitors in the Licensed Premises consistent with this Agreement;

- k. The Licensee shall not store in or upon the Licensed Premises any goods of hazardous, inflammable, combustible or explosive nature or any other goods not permitted by law;
 - l. The Licensee shall not do any act or deed which may cause nuisance or annoyance to the other occupants of the said Building;
 - m. The Licensee shall not do or permit to be done any act whereby any insurance in respect of the Licensed Premises and/or the said Building or any part thereof (whether taken by or in the name of the Licensors or any other party, as the case may be) may become void or voidable or whereby the rate of premium in respect thereof may be increased;
 - n. The Licensee shall not do or permit to be done any act whereby Licensor's right, title or interest in to and upon the Licensed Premises is in any way prejudicially affected, impaired or extinguished;
 - o. The Licensors shall not be held responsible for any theft from or loss or damage to or destruction of any property of the Licensee in the Licensed Premises or for any bodily harm or injury to any person in the Licensed Premises due to any reason, or due to any natural or unnatural calamities whatsoever;
 - p. The Licensee shall not make any alterations or additions including installing sanitary fittings in the Licensed Premises, without the previous consent in writing of the Licensors, which consent shall not be unreasonably withheld by the Licensors. The Licensors shall be entitled to recover any restoration costs from the Licensee for alterations or additions including installing sanitary fittings done in the Licensed Premises, without the previous consent in writing of the Licensors. The costs for obtaining statutory permission for alterations or additions including installing sanitary fittings in the Licensed Premises would be borne by the Licensee;
 - q. The Licensee shall not make any structural alterations or additions whatsoever in the Licensed Premises including, without limitation, chiselling or chasing of any structural elements including pillars, columns or beams or change the floor or the ceiling of the Licensed Premises or otherwise make or attempt to make such alterations in the Licensed Premises;
 - r. The Licensee shall not extend or attempt to make any installations or additions to the Licensed Premises which project or extend beyond the Licensed Premises or make any change to the exterior of the Licensed Premises or make any extension, increase, installations, additions or change or alteration in the exterior features, facade or elevation of the exterior appearance of any side of the Building in any manner whatsoever; and
 - s. The Licensee shall not at any time during the Term, induct any person or entity into the Licensed Premises or permit any person or entity or any other third party to use or occupy the Licensed Premises or any part thereof and shall not transfer or assign the benefit of this Agreement to any person or party.
19. The Licensee hereby indemnifies and shall at all times keep saved, harmless and indemnified the Licensors from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses which the Licensors may incur, sustain or suffer by reason of any breach, default, contravention, non-observance or non-performance by the Licensee and/or its contractors, workmen, employee of any of the

terms, conditions or covenants hereunder and / or the rules, regulations and byelaws of the society, condominium, company or other association and its managing committee, when formed.

Termination

20. Neither Party will have right to terminate this Agreement till the completion of the License Period. (the **Lock-in-Period**)
21. Notwithstanding contained hereinabove if at any time during the lock in period and/or during the period of the Leave and License, there is any material breach by Licensee of any of its obligations under this Agreement, and/or in the Licensee (i) fails to pay when due, any 2 (two) instalments of License Fee along with GST; (ii) the fails to keep, perform and observe any material covenants; (iii) fails to pay when due, any utility bills such as electricity or water or fails to make any other payments which it is required to make under the present Agreement, including taxes and interest thereupon; (iv) does any of the acts prohibited under the Agreement or fails to do any of the acts mandated to be done under the Agreement and the said material breach and/or the default has been notified in writing by the Licensors and such breach is not rectified within 15 days from the date of receipt of such notice in writing of such breach then the Licensors shall be entitled to terminate this Agreement immediately thereof, but without prejudice to any other legal right or remedy of Licensors to recover damages in respect of such breach and termination, either under this Agreement or otherwise under law. It is agreed that on the Licensors exercising their aforesaid right of termination of this Agreement, then on expiry of the said notice period, the Leave and License shall stand terminated and the Licensors shall be entitled to enter upon the Licensed Premises and thereupon the consequences of termination shall follow. In case the Licensee does not vacate the Licensed Premises upon termination of this Agreement by Licensors, despite the Licensors agreeing to refund the Security Deposit to the Licensee then the Licensee and its agents shall be deemed to be trespassers and the Licensors shall be entitled to prevent the Licensee, its officers, its employees, agents, workmen and servants from entering upon the Licensed Premises or part thereof and the remove the Licensee's articles, belonging and things from the said Licensed Premises and the Licensee agrees that it shall not be entitled to dispute or challenge or question the validity or reasonableness of such action.

Without prejudice to the foregoing, on the Licensee's failure or neglect to vacate the said Licensed Premises on the date of such expiry or on the date of such sooner termination of the Licence and handing back of vacant, peaceful and exclusive possession thereof to the Licensors, the Licensee shall pay 10 times of the daily average of monthly Licence Fee for each day of default or delay by the Licensee in handing back vacant, peaceful and exclusive possession of the said Licensed Premises to the Licensors, it being mutually agreed that the said amount is genuine pre-estimate of mesne profit but without prejudice to the Licensors's right to evict the Licensee for unlawful occupation and to claim any amount due to the Licensors hereunder and to any other rights in law of the Licensors.

Nothing contained in the foregoing provisions of the Clause, shall be construed as conferring on the Licensee any right to remain in the Licensed Premises merely by reasons of payment of such liquidated damages.

22. The Licensee on the expiry or sooner termination of the License shall pay all arrears, if any, of all unpaid License Fee and other payments and charges payable by the Licensee under the present Agreement;
23. The Licensee, on the expiry or sooner termination of the License, shall forthwith quit and vacate the Licensed Premises and remove all its movable articles, belongings, and things from the Licensed Premises and shall ensure that the officers, employees and servants of the Licensee remove himself/herself/themselves and his/her/ their articles, belongings and things from the Licensed Premises and the Licensee shall hand over to the Licensors vacant, exclusive and peaceful possession of the Licensed Premises in good repair and tenantable condition (reasonable wear and tear excepted). In case of any damage to the Licensed Premises or to any permanent fixture of fitting therein, the Licensee shall be obliged, at its cost, to repair any such damage and restore the Licensed Premises to a state of good repair and tenantable condition. The Licensee shall pay all the damages, as calculated by the Licensors in its discretion, for any physical damage to the Licensed Premises.
24. The Security Deposit lying with the Licensors shall be refunded simultaneously with the handing over of the possession of the Licensed Premises as mentioned hereinabove, after deducting necessary dues therefrom.

Signage

25. The signage design for the Licensee and the placement for the same shall be as directed and approved by building management, and such approval shall not be unreasonably withheld.

Usage of the Licensed Premises

26. The Licensors represents that the Licensed Premises is permitted only for commercial usage for office purposes as per the applicable laws, rules and regulations. The Licensee will not use the Licensed Premises for any other purpose, other than as specified herein.
27. The Licensee shall not have the right to sub-let or sub-license the Licensed Premises or give the same on sub Leave and License / tenancy or lease basis to any Third Party(ies).
28. The Licensee shall continue to be responsible to comply with all the obligations under this Agreement notwithstanding that the Licensee may have, subject to prior approval from the Licensors, allowed the Licensed Premises or any part thereof to be used/occupied by its group company(s).
29. The Licensors may permit the Licensee to carry out any work at its own cost, subject to observance of all approved plans, local rules and regulations and without in any way making any structural construction and/or damaging the structure of the Licensed Premises and/or the Said Property, the erection of temporary internal partitions and / or other internal alterations and additions as may be necessary for the business of Licensee. Further, the Licensee may lay down cables, wires, etc. as may be required by the Licensee for its business purposes, subject to the approved applicable rules and

regulations. The permission granted herein is subject to the written approval of the Licensors.

Undertakings of the Licensee

30. Notwithstanding anything contained herein, the Licensee hereby agrees, undertakes and covenants with the Licensors that the Licensee shall:
- a. Not make any structural changes in the Licensed Premises;
 - b. Not make any changes to the external walls and windows/drainage pipes/toilet locations etc. of the Licensed Premises;c, Not change the finish and location of door/s leading to the Licensed Premises;
 - c. Not construct a loft and/or mezzanine floor in the Licensed Premises notwithstanding any permission, sanction or approval to the contrary;
 - d. The Licensee shall attend to all day to day and minor repairs including but not limited to, fuses, electricity wiring, fittings and fixtures, leakage of water taps etc. at its own cost;
 - e. The Licensee shall abide by and perform all applicable rules and bye-laws applicable to the use of the Licensed Premises.
 - f. The Licensors and its agents shall be entitled to enter the Licensed Premises including the terrace(s) in the presence of an authorized officer of the Licensee for the purpose of inspection and maintenance of the Said Property at any time during the subsistence of this Agreement after giving a written notice of 24 hours, except in case of any emergency for which the said notice may be waived;
 - g. All costs relating to seeking statutory approvals (if any) for interior work, i.e., partitions and interiors, electrical work, fire protection system etc will be payable by the Licensee; and
 - h. The Licensee will carry out its electrical distribution work in the Licensed Premises in accordance with the plans duly approved by the Licensors, which approval shall not be withheld unreasonably. Further, the Licensee shall ensure that the fire protection systems installed/to be installed by the Licensee in the Licensed Premises is in accordance with and compatible with the central systems installed/to be installed by the Licensors.

Insurance

31. It is hereby agreed that the Licensors may insure the premises at its own cost and expense with a reputed insurance company for any act of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster, (not being an act or omission on part of the Licensee, Its agents, employees, affiliates) for the cost of the Building. The premiums and all costs of the said insurance shall be borne and paid solely by the Licensors.
32. It is hereby agreed that the Licensee shall be responsible for the adequate insurance of the interior/ fitouts in the Licensed Premises including furniture, fixtures and equipment owned by Licensee and kept in the Licensed Premises. The insurance shall be taken and maintained by the Licensee at its own cost and expense.

Grant of License

33. In consideration of the monthly License Fee and all payments as payable to the Licensors being paid by the Licensee regularly and other terms and conditions and covenants as cast on the Licensee being observed and performed by the Licensee, the Licensee shall have quiet and peaceful occupation, and right to use and enjoy the Licensed Premises during the License Period.

Indemnity

34. The Licensee hereby unconditionally and irrevocably agrees to indemnify and keep always indemnified the Licensors and save it harmless from and against any loss, harm and injury caused to the Licensors (i) on account of the default on the part of the Licensee for non-compliance and/or violation of any laws, regulations, guidelines, government regulation which are to be complied/fulfilled by the Licensee including its agents and representatives or (ii) breach of the terms of the present Agreement.

35. The Licensors hereby unconditionally and irrevocably agrees to indemnify and keep always indemnified the Licensee and save it harmless from and against any loss, harm and injury caused to the Licensee (i) on account of the default on the part of the Licensors for non-compliance and /or violation of any laws, regulations, guidelines, government regulation which are to be complied/fulfilled by the Licensors including its agents and representatives or (ii) for reason of any representation made by the Licensors in the Recitals of this Agreement found to be incorrect or false in respect of the Licensed Premises.

Brokerage and Legal fees

36. The Parties hereto shall bear their own costs and expenses for the investigations, negotiations and examinations contemplated by this transaction, including brokerage fees and costs of their respective accountants and attorneys or any other legal expenses.

37. Expenses relating to execution and registration of Leave and License Agreement in respect of stamp duty and registration charges shall be borne solely by the Licensee.

38. The stamp duty and registration shall be paid by the Licensee.

General

39. The Licensors shall always be entitled to sell, mortgage, transfer, surrender or otherwise dispose off the Licensed Premises or any part thereof to any person/entity during the subsistence of this Agreement or otherwise, without affecting the interest of the Licensee under this Agreement.

40. It is agreed that in the event the Licensors sells mortgages, transfers, surrenders or otherwise disposes off its rights in the Licensed Premises and/or the Said Property to any Third Party (ies), the said sale and / or transfer of such rights shall be subject to the rights of the Licensee as stipulated herein. Further the Licensee shall be intimated prior to any such action taken by the Licensors.

41. It is further agreed between the Licensors and the Licensee that the sale / transfer / conveyance deed, which may be executed in respect of the Licensed Premises in favour of any Third Party, or by way of any transfer of the Licensed Premises to a Third Party on

account of default by the Licensors to redeem a mortgage in favour of such Third Party, such transfer deed executed between the Licensors and such Third Party, shall specifically contain a clause that the Licensee is occupying the Licensed Premises by virtue of the present Leave and License Agreement and the said Third Party (the intended transferee of the Licensed Premises) shall abide by the provisions of the present or extended Leave and License Agreement. The Security Deposit paid by the Licensee in terms of this Agreement shall be transferred to the transferee and the transferee shall be liable to refund the Security Deposit to the Licensee upon the same terms and conditions under this Agreement.

42. The Licensors shall obtain a letter from the prospective purchaser or transferee accepting the terms and conditions of the present agreement and transfer of Security Deposit and the transferee shall enter in place of the Licensors on the same terms and conditions mutatis mutandis for the remaining unexpired period of the license.

Force Majeure

43. It is hereby agreed that in the event the Licensed Premises or any part thereof be destroyed or damaged for reasons beyond the control of the Licensors owing to Force Majeure Events so as to render the Licensed Premises unfit for the purpose for which the same was given on Leave and License or if Licensee is prevented from using the same for a period of 90 (ninety) days or more due to the above mentioned reasons then, notwithstanding what is stated anywhere else in this Agreement during which time the Licensed Premises is rendered unfit for use and occupation, the License Fee or proportionate part thereof shall remain suspended until the Licensed Premises is restored and reinstated and made ready for use and occupation of the Licensee. The License Fee or proportionate part thereof shall however be suspended only in case the Licensee has made all efforts to mitigate/lessen the damage caused to the Licensed Premises and has immediately notified about the same to the Licensors.
44. However, if the Licensed Premises is not restored and reinstated and made ready for use and occupation of the Licensee within 90 (ninety) days, the Licensee shall have the option to determine this Agreement. The Licensors shall thereupon refund to Licensee the Security Deposit amount and all moneys after making necessary adjustments.

Waiver

45. It is hereby agreed that failure of either party to enforce at any time or for any period of time the terms and conditions contained herein shall not be construed to be waiver of any of the terms and conditions or of the right thereafter to enforce each and every term and condition of this Agreement.
46. This Agreement shall from the date of signature thereof, operate in substitution of all terms, conditions, understandings previously agreed to or in force between the Licensors and Licensee (which shall be deemed to have been terminated by mutual consent as from the said date of signature) but without prejudice to the rights, liabilities and obligations (if any) of either party accrued prior to that date.
47. If any term or provision of this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part

thereof shall, to that extent, be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

Delivery of Notice

48. Any notices or other communications required or permitted in terms of this Agreement shall be deemed to have been duly served (a) if delivered in person; or (b) if sent by registered or certified mail, return receipt requested, and addressed as follows:

If to Licensee : Dharavi Redevelopment Project, Slum Rehabilitation Authority, 5th Floor, Griha Nirman Bhawan, Bandra (East), Mumbai-400 051

Mail id : drpsra@gmail.com

Kind Attn : Chief Executive Officer and Officer on Special Duty

If to the Licensor:

Mail id:-

Kind Attn: [•]

Miscellaneous:

49. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or constructions of this Agreement.
50. The Schedules to this Agreement are part and parcel of this Agreement and shall be considered and read as such. It is hereby expressly clarified, that any breach of the terms and conditions of the Schedules would amount to breach of this Agreement.
51. The License hereby granted is for the benefit of the parties hereto and is not assignable or transferable to any other person without prior written consent of the Licensor.
52. The terms and conditions of this Agreement shall be governed by the Indian laws and the Jurisdiction shall be of the Courts at MUMBAI alone to the exclusion of any other court. That in case any dispute arises between the parties relating to this Agreement or its interpretation, the same shall be subject to the exclusive jurisdiction of the Courts at MUMBAI alone to the exclusion of any other court.
53. The terms of this Agreement shall not be altered or added to and nor shall anything be omitted there from except by means of a Supplementary Agreement in writing duly signed by the parties hereto.
54. It has been agreed between the Licensors and the Licensee that the original Leave and License Agreement shall be kept with the Licensors, who shall be liable to produce the same on request by the Licensee. One copy executed on stamp paper of INR 100 and duly notarized, shall be provided to the Licensee.
55. The rights hereby granted under this Agreement are purely personal to the Licensee and the Licensee shall not assign, transfer, sublet or underlet or part with the possession of the said Licensed Premises or any part thereof and shall not transfer the benefit of this Agreement to any third party.
56. This Agreement constitutes a mere license to use the said Licensed Premises on the terms and conditions herein contained. Nothing herein contained shall be construed as creating any tenancy or sub-tenancy in favour of the Licensee in to over or upon the said

Licensed Premises or as transferring any interest therein in favour of the Licensee other than the permissive right of use hereby granted.

57. The Licensors agrees and undertakes that it shall, as required pursuant to Section 55 of the Maharashtra Rent Control Act, 1999, arrange to register this Agreement with the Sub-Registrar of Assurances, [Mumbai]. The Licensee agrees and undertakes to attend the office of the Sub-Registrar of Assurances and admit execution of this Agreement when called upon to so do by the Licensors.

THE SCHEDULE OF THE LICENSED PREMISES

Premises bearing Nos. _____, admeasuring about _____square feet, situated on the __ floor of _____, _____, Mumbai - _____, Maharashtra, which Building has been constructed on Plot bearing no _____ of _____ Division Mumbai, named and known as "_____".

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date first written above.

SIGNED, SEALED AND DELIVERED)

by the within named LICENSORS)

SIGNED, SEALED AND DELIVERED)

by the within named LICENSEE)

in the presence of

1.

2.