

TENDER FOR FLATS ON LEAVE & LICENCE IN MUMBAI AND NAVI MUMBAI

Hindustan Petroleum Corporation Limited requires about 30 (Thirty) 3-BHK and about 20 (Twenty) 2-BHK, semi furnished flats in ready to occupy condition **in Mumbai and Navi Mumbai** as per details given below. The number of flats stated above is indicative only and may increase or decrease as per HPCL requirements.

All above flats should be in ready to occupy, in semi furnished condition, on leave and license basis. Initial period of leave and License will be for 5 (Five) years: (3 years without escalation) + 2 years (with one-time fixed escalation of 10% over previous term) with a provision for exit with 3 months' notice.

Mandatory Requirements:

1. The detailed requirements of the flat are as follows: -

Sl no	Category (type)	Carpet area in Sq. ft.
1.	30 (Thirty only) 3BHK flats	Approx. 1050 Sqft (up to minus 150 Sqft. Acceptable)
2.	20 (Twenty only) 2 BHK flats.	Approx. 750 Sqft (up to minus 100 Sqft. acceptable)
	Location of the flats (Any of the following stretches) <i>Preferably the Property/ Complex shall be within 2 Km. (approx.) by motorable road from the nearest Monorail/ Metro/ Local railway station. (Google map shortest car road distance)</i> • Monorail stations between Chembur to Wadala • Ghatkopar East / Vikhroli East • Wadala/ Tilak Nagar /Chembur/ Govandi East • Vashi/ Sanpada/ Juinagar /Nerul/ Seawoods/ Belapur/Kharghar/ Ulwe	

2. **Parking:** A Car parking slot is required for each flat, which may be either a dedicated or common parking in the complex. Also, Lift facility is essential for access to flats on 2nd and higher floors.
3. **Occupation certificate (OC):** for the offered property is compulsory. It may be noted that the property, complete in all respects, should be in a position to be handed over within a month of acceptance of bid, in the semi-furnished

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condition as indicated above. Any incomplete items, as specified should be completed within this period.

4. A **Title Report** proving Ownership, and copy of Occupancy Certificate should be submitted. **The subject property should not be more than 15 years old from the date of the occupancy certificate**
5. The minimum number of flats that can be offered in a bid is 5 (Five).
6. **Bid not meeting any of the above mandatory requirements will not be considered for further evaluation.**

Other Requirements:

1. **Location:** Premises should be located in good residential areas with congenial surroundings and secure neighborhood, having facilities such as proper power and water supply. Proximity to shopping areas/ hospitals/ medical facilities/ educational institutions, Public Parks etc. is desirable. The premises should ideally have good frontage and proper access.
2. **Flat Area:** Flats with more than approx. 1050sqft for 3BHK & 750Sqft for 2BHK can also be offered, however they will only be considered as area of 1050sqft for 3-BHK & 750sqft for 2BHK.
3. **Room Layout:** Flats with more than 3 bedrooms can also be offered, however they will be evaluated as 3-BHK only. Bed rooms of 2 BHK/ 3BHK shall be of minimum size of 100 Sft. carpet area, with the smaller side being of at least 9 feet.
4. A semi Furnished flat is generally expected to have fans, lights, wardrobes / cupboards / shelves, kitchen having storage spaces, sanitary fittings, geysers, exhaust fans, provision for curtains, Provision for ACs etc. to enable the licensee to start staying in the house.
5. **Washrooms/ Toilets:** Minimum 2 nos. of Toilets should be available for 2 BHK flats and 3 nos. for 3BHK flats. One toilet may be common, and at least one (in case of 2 BHK) and two (in case for 3 BHK) attached to bedrooms.
6. **Preferences: Preference will be given to the buildings where there are**

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higher numbers of acceptable flats in a single building/ premises/nearby societies (3BHK / 2BHK or combination of both), which is considered as a cluster.

However, Owners/ Brokers/ Agents/ Builders etc. having lesser number of flats (minimum 5 nos.) may also respond.

HPCL would endeavor to maximize taking flats at a Single / Proximity location, provided the other requirements regarding the flat and the locality are acceptable.

7. **Validity:** The offer of the offer of flats should remain valid for a period of 60 days from the date of opening of the Tender responses.
8. **Carpet area measurements:** The carpet area measurements shall be as per RERA / Bureau of Indian Standards IS No. 3861:2002

Special Terms and conditions

1. Security deposit for the flats shall be of 3 months rental, will be paid by HPCL. The security deposit will be adjusted against the rentals in the last months. In case of Security deposit sought for a higher period beyond 3 months, the interest component @ 12 % p.a shall be loaded during evaluation.
2. The quoted monthly rental should be exclusive of Stamp duty charges, Registration charges for execution of Leave & Licence agreement and GST, as applicable.
3. Licensors are required to enter into Leave and License Agreement with the Licensee (Draft Agreement format is attached).
4. HPCL will **reimburse** the Stamp duty & Registration related charges for execution of Leave & Licence agreement against submission of Bills/ Receipts. However, documents required for the registration needs to be furnished by the successful bidder before the registrar at the time of execution of the Leave and Licence Agreement. The arrangements for Registration shall be coordinated by licensee.
5. Society charges and parking charges, if any, will be paid/ reimbursed at actuals, over and above the quoted rentals, against bills.
6. Decision of Technical Evaluation Committee on acceptance / rejection shall be final and binding, and no claim/query whatsoever will be entertained.
7. Brokers/ Real Estate agents can submit the offer on behalf of the owner of the flat with their valid/ proper authorization. One time brokerage charges of one

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month rental will be paid to the successful Broker/ Agent, only after the rental agreement is signed.

8. The number and configuration of flats that have been stated in the tender are tentative and will be finalised after review of the received offers, locations, HPCL requirements and other technical factors. Further, in case, the acceptable flats exceed the immediate requirement of HPCL, the extra flats will be maintained in a waiting list. In case of any further requirements for the period of 6 months from date of opening of the tender, flats from this list may be considered, in case the owner is still agreeable.
9. During technical evaluation of the flats, HPCL may technically “accept” some of the flats offered in the bid and consider the others as “technically not acceptable”. The priced bid for the group of flats would be opened and only the quoted rates for the technically accepted flats will be taken for evaluation. The rates for the technically unacceptable flats will be ignored and considered as defunct, null and void, and the bidder shall have no objection to the same nor shall have right to initiate complaint/ litigation in this regard.
10. Each Owner/ Agent can offer minimum 5 flats against the Tender irrespective of location of flats, within the same envelope. Real Estate agents can submit the offer on behalf of the owner of the flat with valid/ proper authorization. Brokerage charges of one month rental will be paid to the successful Broker/ Agent only after the rental agreement is signed.
11. HPCL reserves the right to accept or reject any or all the offers at any stage of the process and/ or modify the process without assigning any reason at its sole discretion.
12. The bid documents can be downloaded from HPCL’s website, www.hindustanpetroleum.com till **13.11.2025**. The bidders meeting the above requirements are requested to submit the tender/ bid documents viz. “Technical bid & Financial bid” separately in a sealed envelope (as explained below) on or before **13.11.2025 up to 3.00 pm** at the address given below.
13. The Tender documents must be duly filled in all respect. All the pages of the document and the attachments are to be signed by the authorized signatory. Responses received after the expiry of date and time fixed for its submission shall be termed as “late” and will not be considered and summarily rejected. HPCL reserves the right to reject incomplete responses without assigning any

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reasons whatsoever.

14. Bids submitted by Authorized Representative / Property consultant/ Broker should be accompanied by suitable Authorization Letter in favour of submitting bid.
15. The **technical bids will be opened on the same day at 03.30 pm.** (Bidders or their authorized representative, if any, may remain present during opening of bids). Address where the tender bids are to be dropped in the tender box:
Central Procurement Organization,
Hindustan Petroleum Corporation Limited
A-903, Marathon Futurex,
N M Joshi Marg, Lower Parel (E)
Mumbai 400013
16. For any information with regard to this advertisement, contact:
Shri. Saroj Kumar Lenka, Chief Manager, Real Estate
Contact nos. – 022 22008758, Mobile: 9934301288
17. HPCL reserves the right to accept or reject any or all offers in full/ part or to cancel / withdraw / amend this advertisement or extend the due date at its sole discretion without assigning any reason whatsoever. Corrigendum, if any, will be published only in the Web site www.hindustanpetroleum.com. The interested bidders are requested to visit the website frequently to check for latest updates.

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Terms and conditions:

- 1. The terms and conditions along with the instructions will form part of the bid to be submitted by the bidder to HPCL.**
2. Bid which is received late for any reason whatsoever, including postal delay etc. after the expiry of time and date fixed for submission of bids shall be termed as 'late 'bid and will not be considered. Such bids shall be retained without opening the same.
3. All columns of bid documents must be duly filled in and no column should be kept blank. All the pages of the bid document are to be signed by the authorized signatory of the bidder. Any over writing should be initialized by the authorized signatory of the bidder. Use of correction fluid is not permitted. The Corporation reserves the right to reject the incomplete bids.
4. The particulars of the flat numbers, floor wise, wing, building name etc. should be furnished in the technical bid. **The details of measurements/ copy of approved layout drawing (if available) of the flat offered should be furnished in the technical bid along with a self-attested copy of Occupancy Certificate.**
5. Bidders/Bids cleared after the checking of the mandatory requirements will be informed regarding site-inspection of the offered premises by the HPCL Inspection Committee for evaluation and to verify the specifications enumerated in the bid document. The bidders should provide necessary access and requisite information to the officials during the inspection.
6. The owners/ agents of Properties that have cleared the mandatory requirements as per the tender will be informed by HPCL about 48 hours prior to the inspection of the offered premises. The properties would be inspected/ evaluated by a Committee of HPCL.
7. The committee would generally assess the suitability of the offered property including amenities available, premises, locality and general ambience etc. which

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will generally be in line with the Evaluation sheet enclosed. Necessary access and requisite information should be provided to the officials during the inspection. Available ownership documents/ copies may also be perused by the Committee during property inspection. The owner / representative/ agent is required to be available at the time intimated for inspection and to clarify queries if any. In case no authorized representative is available during the visit, a separate visit to the property will not be carried out and the offer will be summarily rejected.

8. The Leave and License agreement of the flats will be executed immediately after finalization of the deal. The successful bidder shall sign and submit the draft copy of Leave and Licence agreement (enclosed) along with the tender in token of their acceptance.
9. Income tax and statutory clearances shall be obtained by the owner at their own cost as and when required.
10. All the payments to the successful bidder shall be made by e-payment only, for which the e-payment/ Bank mandate and other details in the specified format should be submitted after finalization of the bid.
11. If the flat condition so warrants, the successful bidder shall arrange for repairs, maintenance, painting, housekeeping etc. at the time of occupation of the flat. The house shall be handed over in a condition of ready occupation, which the bidder hereby undertakes to provide at the earliest, but not exceeding one month from the date of the intimation of acceptance of his final offer.
12. HPCL can allot the flat to any of its officers or officers of its Joint ventures/ Subsidiaries.
13. HPCL may allot the flat on sharing basis to officers in Bachelor/Spinster status.
14. Income tax TDS shall be deducted as per prevailing Income Tax Rules.
15. One month rental, brokerage is payable by HPCL to Brokers/ Agents through

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electronic mode for which necessary documents for e-mandate would be submitted after the Rental Agreement is signed.

16. All Rental payments would be made through electronic mode regarding the leave & Licence.
17. Preference would be given to the suitability of location of the premises and the premises in good locations/ societies, proximity to HPCL office and better-maintained buildings would be preferred to others.
18. The advertisement released in this context will form part of the contract.
19. By submitting this offer against the tender, the owner has permitted HPCL or their representatives, with prior appointment, to inspect the property offered as well as the property documents and to carry out the measurements, valuations thereof.
20. All communication will be made through e-mail address submitted in the bids.
21. Canvassing in any form will disqualify the bids.
22. HPCL reserves the right to accept or reject any or all the bids without assigning any reason thereof. HPCL also reserves the right to further negotiate with any or all bidders. The acceptance of the offer is subject to the approval of the Competent Authority.

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Instructions to Bidders

Interested bidders are required to download the bid documents from the website www.hindustanpetroleum.com and take print out of the same. All the pages of bid document should be duly filled, signed and stamped by the bidder.

Pre-Bid Meeting: A pre-bid meeting is scheduled at **14.30hrs of 03.11.2025**. Interested bidders may join thru VC, for which link will be shared on the webpage.

This bid consists of two parts, viz., Technical Bid including terms and conditions and Financial Bid containing price only. Technical and Financial bids are to be submitted Separately for each proposal. The Technical Bid and Financial Bid to be sealed in Envelope marked I & II separately.

Usage of envelopes will be as under:

- I) **Envelope marked as I** - The duly completed **Technical Bid** to be put in this Envelope and sealed.
- II) **Envelope marked as II** - The duly completed **Financial Bid** to be put in this Envelope and sealed.
- III) **Envelope marked as III** - The above two sealed envelopes be placed in envelope marked - III and sealed (i.e., envelope marked III will contain two envelopes marked as I and II) and submitted super scribing with **“Bid for Leave & Licence of flats at Mumbai/ Navi Mumbai”**. The tender Box for this purpose is **Box no 6** at

Central Procurement Organization,

Hindustan Petroleum Corporation Limited
A-903, Marathon Futurex,
N M Joshi Marg, Lower Parel (E)
Mumbai 400013

Procedure for opening the bids

- i) First Envelope No. III will be opened.
- ii) After opening of envelope No. III, the Envelope No. I will be opened containing the technical bid.
- iii) In case Envelope II (Financial bid) is put in Envelope I (Technical bid), then **the bid submitted shall be summarily rejected.**
- iv) Please note that there shall not be any reference of the offered price/ rental in the “unpriced Bid” and any such offers having these details **shall be summarily rejected.**

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TECHNICAL BID TO BE SUBMITTED IN SEALED ENVELOPE – I

Your Reference No. _____

NOTE:

- 1) The reference no. to be filled up by the bidder for the particular Flat/ Dwelling Unit (DU) or similar type of flat/ DU no. and shall be quoted in Price Bid also – for easy and correct identification and correlation.
- 2) Please fill up the following details. In case any item is not applicable, please mention as NA

Sr. no	Details of Property Owner/ Property Consultant representing owners / Authorized representative	Remarks
1.	Name:	
1.01	Address & Phone No.	
	e-mail address	
1.02	Name of the contact person duly authorized	
	(i) Landline No.	
	(ii) Mobile No.	
1.03	Constitution of vendor/ firm (proprietary/ partnership/ private/Pvt. Ltd./ Public Ltd./ PSU etc.)	
1.04	Are you applying for single flat/DU or multiple flats/ DUs?	
2.	Details of the property	
2.01	Name of the Owner / Owners	
2.02	Name of the building	
2.03	Location and address of the property	
	A Name of the complex	
	B Sector No.	
	C Street No.	
	D Name of the locality / area	
	E Pin Code No.	
2.04	Whether title is clear or not?	Yes/No
	If yes, submit self-certified copy / Document	
2.05	Has Occupancy Certificate been obtained from local authorities? If yes, submit the self-certified copy.	Yes/No
2.06	Property Use (as approved by the Competent Authority)	
	(a) Residential	Yes/No
	(b) Residential cum commercial	Yes/No

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2.07		CTS No.	
2.08		Survey No.	
2.09		Ward No.	
2.10		Whether the flat/DU is ready to occupy?	Yes/No
2.11		What is the plinth / built-up area of the house?	_____ Sq. ft _____ Sq. m
2.12		No. of bedrooms	
2.13		Servant Room with separate access from lobby / corridor	Yes / No
2.14		At which floor the flat/DU is, i.e. floor no.?	
2.15		Is direct access available from the main road?	Yes /No
2.16		Proximity to shopping area, schools, hospitals etc.	Yes /No
3.		Flat/DU Specification	
	a	Modular kitchen	Yes / No
	b	Geysers	Yes / No
	c	Kitchen chimney	Yes / No
	d	False ceiling	Yes / No
	e	Storage space / wardrobes/cupboards	Yes / No
	f	Piped Natural gas supply system	Yes / No
4.		Amenities	
	a	Lawn and playground	Yes / No
	b	Gym / Health club with/ without swimming pool/ sports facilities	Yes / No
	c	Community Hall	Yes / No
	d	No. of lifts	
	e	DG set / Power back up	Yes / No
	f	Car parking	Covered No. Open No.
5.		Others	
	a	Availability of Security system	Yes/ No
	b	Mobile, Broadband, internet availability etc.	Yes / No
	c	Pet restriction / food type restriction etc. (Provide details in next Sheet)	Yes / No
6		List of enclosures if any.	

I/we declare that the information furnished above is true and correct to the best of my knowledge

Note:

- 1) Technical bid should be placed in Envelop-I, sealed, superscribed with: **“Technical Bid for Leave & Licence of flats at Mumbai/ Navi Mumbai”**.
- 2) The name of the bidder & phone number to be written at the bottom left-hand corner of the envelope.

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DETAILS OF RESTRICTIONS

- | | | | |
|---|-------|---|----|
| 1. Are Bachelors / Spinsters allowed? | Yes | / | No |
| 2. Is Preparation/ Consumption of non-vegetarian food Prohibited? | Yes | / | No |
| 3. Are Pets Allowed | Yes | / | No |
| 4. Any other specific restriction: | _____ | | |
| | _____ | | |
| | _____ | | |
| | _____ | | |

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Bids evaluation

Technical acceptance of flat shall be done on the basis of meeting the mandatory requirements and qualifying basis marks obtained in the Evaluation Sheet. Format of Evaluation Sheet is given below.

Evaluation sheet

Evaluation will be done only for those bids that qualify the mandatory requirements

Sr. No.	Details of the property	Total Marks	Marks obtained	Minimum marks to qualify
1	Locality	35		21
a	Nearest to office, prominence of locality etc.	15		
b	Society brand image, other occupants' portfolio etc.	10		
c	Proximity to shopping area, schools, hospitals etc.	6		
d	Surrounding area, approach road etc.	4		
	Sub total			
2	Flat Specification	35		21
a	Carpet area, floor layout, room view (i.e., sea/hill /garden view, open space) etc.	10		
b	Ceiling height, false ceiling, floor height/rise, flooring type, wall finishing, trace/signage of water seepage, cracks etc.	12		
c	Modular kitchen, kitchen chimney, toilets with modern bathroom fittings, storage space etc.	8		
d	Others, such as servant room/ quarter with access, toilets, general condition/upkeep of flats, kitchen utility area, piped natural gas supply system, Balconies etc.	5		
	Sub total			

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3	Amenities	15		9
a	No of parking space (open / covered)	8		
b	Gym room, swimming pool, sports facilities, community hall etc.	4		
c	Lifts, DG set / Power backup etc.	3		
	Sub total			
4	Others	15		9
a	Availability of security system, residential/commercial mix up etc.	6		
b	Quality of society upkeep, green coefficient, noise pollution, air pollution etc.	4		
c	Mobile, Broadband, internet availability etc.	3		
d	Pet restriction, food type restriction etc.	2		
	Sub total			
	Total	100		60

Note To qualify, need to score individual minimum qualifying marks in all the above four parameters i.e. Locality, Flat specification, Amenities and others.

HPCL reserves the right to cancel any or all bids without assigning any reason whatsoever.

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GENERAL GUIDELINES FOR PREPARATION OF PREFERENCE LIST/RANKING

The following parameters shall be among the factors that the inspection team/ committee will base its recommendations to prepare the preference list/ ranking.

- Location
- Clustering / maximization of flats in a location
- No of acceptable flats in a premise / locality
- Proximity of the flats to a bigger cluster

- Water logging / Flooding prone
- Easy Access/ All-weather Access
- Noise and Air pollution
- Slums etc. in the vicinity/ Area
- Proximity to Metro/ Bus/ Rail/ Locals
- Hospitals/ Educational Institutions

- Age of the Building
- Maintenance of flat/ Complex
- Lobby Area
- Society Charges
- Parking space
- Backup Power
- Swimming pool
- Water availability/ restrictions
- Safety & Security
- House keeping

- Layout of the flat
- Visible Seepage/ Leakage in the flats
- Adequacy of Storage spaces
- Flat Interiors: Material and Specifications
- Quality of Flooring, Tiles
- Additional Rooms like Prayer Room, Store,
- Ventilation
- Furnishings, electronic items etc.

The flat will be inspected by the Inspection team/ committee. Owner/ Representative will be required to present on the day of inspection to show the property to the inspection team/committee on the day of inspection. In case of non-availability on the intimated day, no more opportunity will be made available.

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PROCEDURE FOR EVALUATION OF BIDS

1. The received technical bids shall be evaluated as to whether the mandatory requirements as required by HPCL are met. In case they are not available, the offer may be considered as technically not acceptable and will not be inspected/evaluated further.
2. The bids that meet the above-mentioned mandatory requirements of HPCL will be taken up for evaluation as per the Evaluation marking sheet as given earlier. A Committee of HPCL would visit these properties and assess them, basis the specified requirements. Only those flats meeting the minimum scores in evaluation marking sheet shall be technically acceptable.
3. The committee shall prepare an overall preference list/ranking of technically acceptable flats, sorted in descending order, category wise 2BHK/ 3BHK, basis the details mentioned in general guidelines for preparation of preference list/ ranking, number of acceptable flats in the locality/ cluster, priorities specified in the tender etc. Evaluation score is only for technical qualification, and doesn't have any bearing on ranking of the flat in the preference list.
4. The decision of the technical committee regarding the preference list will be final and binding.
5. The Priced Bids of these Technically acceptable offers, as per preference list prepared by the technical committee will be opened (till cut-off number of flats) in seriatim and financial evaluation done. Further negotiations may be conducted by HPCL with these bidders. Thereafter the Financial comparison/ recap would be prepared after loading the offers with components that have a financial implication like security deposit etc. Acceptance of the bids shall be basis the approval of the Competent Authority after assessing the Recap (Financial Comparison) sheet.
6. In case, the negotiation with any of the bidders of the first cut-off lot of the required number of flats are not successful, the priced bids of the flats lower in the preference list will be opened, till the required number of flats have been finalised.

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DRAFT LEAVE & LICENCE DEED FORMAT – (Residential premises)

THIS DEED OF LEAVE & LICENCE made on this day of 2025 at
.....

Between

..... D/S/o. residing hereinafter referred to as the
Licensor (which term shall mean and include wherever the context so requires or admits his/
their heirs, successors, administrators, executors, attorneys and assigns) of the **One part**

And

HINDUSTAN PETROLEUM CORPORATION LIMITED, a Corporation established having its Registered
office at Petroleum House, 17 Jamshedji Tata Road, Churchgate Mumbai 400 020 hereinafter
referred to as the Licensees (which term shall mean and include wherever the context as admits
or requires its successors, administrators, assigns, liquidator and receivers and assigns) of the
Other Part represented by its holder of Power of Attorney dated Sri _____,
D/S/o _____witnesseth as follows;

WHEREAS, the Licensor(s) is/ are the lawful owner/s of the building bearing No.....
..... situated at

AND WHEREAS, the _____ floor measuring about _____ sq. ft. (carpet/ Plinth/ Builtup
area) in the said building more fully described in the schedule hereto and hereinafter
called the “Said Premises” was/ were vacant and ready for occupation and whereas the
Licensee being in need of accommodation for its use and occupation approached and
requested the Licensor/s to grant License in its favour in respect of the “Said Premises”.
AND WHEREAS both the parties now desired to reduce the terms into writing and whereas the
Licensor/s agreed to grant License in favour of the Licensee in respect of the “Said Premises”.
It is now hereby agreed as follows:

I WITNESSETH

1. That the License, for purposes of payment of rent and period of License, shall be
deemed to have commenced from
2. That the period of License will be ____ years and minimum notice period of ____ months

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from either side for termination of License. The Licensee shall however have the option to continue the License thereafter at mutually agreed escalation in rent/ ___% for a mutually agreed period of ___ years.

II. THE LICENSOR DOETH HEREBY COVENANT WITH THE LICENSEE AS FOLLOWS:

3. That the Licensor agrees to be responsible for the payment of all taxes, rates, cess and other levy including penalties, if any, charged thereon in respect of the “said premises”, such as Corporation/ Municipal/ Panchayat Tax, Urban Land Tax, Property Tax, etc., due to the State Government, Central Government or other local or other civic, including enhancements and new introductions, any tax imposed in future, and Society charges and applicable GST on the same. The Licensee shall be at liberty to pay the above tax, rate or cess or other levy including penalties, if any, charged thereon in case of default or delay by the Licensor and adjust the amount so paid together, with interest and other incidental expenses from out of rents in respect of the “said premises” becoming due immediately after the said payment or demand reimbursement of all such amounts, costs, expenses, etc., with interest @.....% per annum from the date of such payments until realization by the Licensee.
4. The Licensor agrees to discharge all its duties and obligations relating to structural repairs and replacements of worn-out, unserviceable equipment etc. installed in the building.
5. The Licensor agrees to arrange for painting, repairs and maintenance if condition so, warrants, at his cost. If the Licensor fails to carry out such repairs, the Licensee may call upon the Licensor in writing to do the same within one month from the date of receipt of such request and if the Licensor fails to carry out the same within that time, the Licensee shall be at liberty to get it done and adjust the amount spent or expended or such repairs, etc., (with interest 7 % per annum from the rent payable starting from the month following the month in which such job is done by HPCL).
6. Additions and alteration work – During the period of tenancy, if the Licensee desires to

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carry out any addition and alterations works at its own cost as per the requirement of the licensee, the Licensor agrees will permit the same on the existing terms and conditions and obtain any permission if required from the local authority/ society

7. The Licensor agrees to grant to the licensee all Licence for rights of way, water, air, light and privy and other easements appertaining to the “said premises”.
8. The Licensor agrees with the Licensee that the latter paying the rent hereby observing and performing the conditions and stipulations herein contained on the Licensee’s part to be observed and performed shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance from or by the Licensor or any person claiming by through or under the licensor.
9. The Licensor agrees to ensure that sufficient Electrical/ Power load sanctioned and made available to licensee. If required, additional electric power will have to be arranged by the Licensor at his cost from the energy suppliers.
10. Water supply – the Licensor agrees to ensure and provide adequate supply of drinking water and water for W.C. and Lavatory throughout the License period.
11. The Licensor agrees that the Licensee shall have exclusive right on the allotted parking space of the vehicles (car/ jeep/ two wheelers) of occupants and the same shall not be disturbed obstructed or encroached in any manner by any persons whomsoever.
12. The Licensor agrees that the Licensee shall have the absolute & exclusive right to use the entire space in the “said premises”. If anybody causes any intrusion, trespass or encroachment restricting the peaceful enjoyment of the Licensee over the space which is specifically meant for usage of the Licensee, the Licensor on receipt of such Notice from the Licensee shall take all possible legal actions against such violations including criminal action, if necessary. If the Licensor fails to remove such intrusions, trespass or encroachments within one month from the date of receipt of such Notice from the

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Licensee, the Licensee shall be at liberty to take legal action against the violators and recover the cost/ expenses incurred for such removal out of the rent payable to the Licensor or from any other monies payable to the Licensor.

13. The Licensor agrees that the Licensee shall have the right to remove at the time of vacating the “said premises”, all electrical fittings and fixtures, counters, safes, partitions and all other furniture put up by Licensee at its own cost during the pendency of the licence.

III. THE LICENSEE DOETH HEREBY COVENANT WITH THE LICENSOR AS FOLLOWS:

14. The Licensee agrees to pay to the Licensor/s in respect of the “said premises” a monthly rental of Rs..... (Rupees only) within 10th working day of each succeeding calendar month.
15. The Licensee agrees to deduct at source the income tax at prevailing rate from the Rent payable to the Licensor.
16. The Licensee agrees to pay all charges for electricity for the area taken on License and water actually consumed by the Licensee during the occupation and calculated as per the reading recorded by the separate meters installed in the “said premises” by the Licensor.

IV. PROVIDED ALWAYS AND IT’S HEREBY AGREED AND DECLARED AS FOLLOWS:-

17. The Licensee shall not be liable for any kind of loss financial or otherwise arising from its occupation of the said premises or any amount of compensation in respect of the said premises other than the rent payable as aforesaid and the Licensor shall make no claim in respect thereof.
18. In case the Licensee shall be desirous of taking a new License of the said premises, after the expiry of term hereby granted, the Licensor will renew the License for a period

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mutually agreed upon between the Licensee and the Licensor, in accordance with the covenant for renewal. Provided that in the event of expiry of the term of the License, whenever an action for renewal described above is pending with the Licensee and the premises remain in actual occupation, the payable rent at old rate shall continue to be paid on provisional basis till the date of final decision on renewal or the date of eviction, as the case may be, and in case of renewal at different rate, suitable adjustment by extra payment or deduction shall be permitted, to the Licensee.

Provided further that the Licensee shall take action so far practicable to take a new License of the said premises within a period of 6 months after expiry of the term hereby granted.

19. Licensee shall be entitled to terminate the License at any time giving to the Licensor 3 months previous notice in writing of its intention to do so.
20. Any notice to be made or given to the Licensee under these present or in connection with the said premises shall be considered as duly given if sent by the Licensor through the post by registered letter addressed to the licensee and any notice to be given to the Licensor shall be considered as duly given if sent by the Licensee through the post by registered letter addressed to the Licensor at their last known place of abode. Any demand or notice sent by the post in either case shall be assumed to have been delivered in the usual course of Post.
21. In case of any disputes, courts in Mumbai shall have jurisdiction to adjudicate the disputes arisen between the licensor and licensee.
22. The Licensee shall hand over possession of the “said premises” to the Licensor on the expiry of the period of License fixed herein or on early determination of this licensee upon serving notice as agreed between the licensee and licensor. the licensor shall refund the deposit paid by the Licensee., the licensee should hand over possession of the flat in the same state and condition as on the date of occupation but subject to natural wear and tear due to ordinary use and lapse of time.

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23. This License agreement has been executed in duplicate. One counterpart of the License agreement to be retained by the Licensee and the other by the Licensor.

SCHEDULE OF THE PROPERTY

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

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

WITNESSES

- 1) LICENSOR/S**
- 2) LICENSEE**